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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 8/6/2015

Work Session – 6:00 P.M.

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

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. July 16, 2015 (Pages 1-15)

   Attachments

B. Public Hearing

1. City of Cartersville M&O Property Tax Millage Rate to be set at 1.38 Mills for 2015 (Pages 16-18)

   Attachments

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2. Cartersville City School System Property Tax Millage to be set at 16.82 mills for 2015 (Pages 19-22)

   Attachments

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3. Cartersville Business Improvement District Property Tax Millage to be set at 2.42 mills for 2015 (Pages 23-25)

   Attachments

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4. Cartersville GO Recreation Bond Property Tax Millage to be set at 1.10 Mills for 2015 (Pages 26-28)

   Attachments

C. First Reading of Ordinances

1. Waterford Drive Three-Way Stop (Pages 29-31)

   Attachments

2. Bangor Street- One Way (Pages 32-34)

   Attachments

D. Easements

1. Additional Right of Way on Morningside Drive at City Storage (Pages 35-37)

   Attachments

E. Contracts/Agreements

1. Carter Grove Road Asphalt Surfacing (Pages 38-43)

   Attachments

2. Agreement with CSX for Church Street Bridge Beam Maintenance (Pages 44-68)

   Attachments

3. Annual Assessment for Membership in the Northwest Georgia Regional Commission (Pages 69-70)

   Attachments

4. Subscribed Regulatory Compliance Service Agreement (Pages 71-89)

   Attachments

5. Transco Precedent Agreement (Page 90)

   Attachments

F. Resolutions

1. Appalachian Regional Commission Grant Application (Pages 91-92)

   Attachments

G. Bid Award/Purchases

1. Primary #2 Screw Pump Deflector (Pages 93-94)

   Attachments

2. Repair Parts Inventory Restock for Water Distribution and Collection (Pages 95-97)

   Attachments

3. Pole Attachment Inventory (Pages 98-100)

   Attachments

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4. Right-of-Way Clearing and Maintenance Service Contract (Pages 101-104)

   Attachments

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5. Park Play Systems (Pages 105-109)

   Attachments

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6. Civic Plus 2015 Invoice - City Website (Page s 110-111)

   Attachments

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7. Dell Computers Dual Authentication Hardware (Pages 112-115)

   Attachments

H. Other

1. Citizen Survey Results Presentation (Page 116)

   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
8/6/2015 7:00:00 PM
July 16, 2015

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
July 16, 2015
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Pruitt

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

II. Regular Agenda

A. Council Meeting Minutes

1. July 2, 2015

A motion to approve the July 2, 2015 City Council Meeting Minutes as amended was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

B. Second Reading of Ordinances

1. Revision to Pawnshop Ordinance

Tommy Culpepper, Police Chief stated that there would be a revision to the Pawnshop Ordinance after meeting with the pawnshop owners. These revisions have the approval of the City of Cartersville Police Department. Chief Culpepper stated that there have been no additions or corrections since the first reading and recommended approval.

A motion to approve Ordinance No. 25-15 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 25-15

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia <u>CHAPTER 10. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE VI. PRECIOUS METALS AND PRECIOUS STONE DEALERS</u> is hereby deleted and is to be replaced in its entirety as follows:

1.

ARTICLE VI. DEALERS IN PRECIOUS METALS AND GEMS, PAWNBROKERS, PAWNSHOPS AND SCRAP METAL PROCESSOR

Sec. 10-151. Definitions.

For the purposes of this Article VI. Dealers in Precious Metals and Gems, Pawnbrokers, Pawnshops and Scrap metal Processor, the following words and terms shall have the meanings respectively ascribed to them:

Dealer in precious metals and gems **means any person, whether as owner, agent or employee, who engages in the business of purchasing precious metals or gems or articles containing any precious metal or gem, including coins, from members of the general public for resale to brokers, dealers or melters.**

Electronic reporting system **means a computer based system, as specified by the Chief of Police, which is designed to record and transmit data and information electronically.**

Gems **means any precious or semi-precious stone which is cut and polished.**

Goods **means every species of tangible personal property not specifically defined herein, but does not include goods received on consignment, from wholesalers, or retailers, and/or from bulk purchases at estate sales or closing or relocation sales.**

Pawnbroker **means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.**

Pawnshop **means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition**

that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Person **means an individual, partnership, corporation, joint venture, trust, association, or other legal entity however organized.**

Precious metals **means gold, silver or platinum or any metal containing gold, silver or platinum.**

Scrap metal processor **means any person engaged in the business of buying scrap vehicles, automotive parts, or other metallic waste, with the intent to process such material for resale as scrap or in bulk, by melting, reforming or otherwise.**

Sec. 10-152. Penalty for violation of Article.

Any person who shall violate any of the provisions of this Article shall be punished upon conviction in the municipal court of the city as provided in Section 1-6. Additionally, the Mayor and City Council may revoke any license issued under this Article, if the Licensee is convicted of a violation of this Article.

Sec. 10-153. License required.

It shall be unlawful for a buyer of precious metals and gems pawnbroker, pawnshop, scrap metal processor, to engage in such business within the city without first obtaining a license in compliance with the provisions of this chapter. This license is supplemental to any other license required to operate a business in the City.

Sec. 10-154. Application for license disqualification.

Applicants for a license pursuant to this Article shall file with the city clerk a written application under oath, signed by the applicant if an individual, or by all partners if a partnership, or by the president of the corporation, and showing the following:

(1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on within the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person on whose account the business will be conducted, if

any; and, if a corporation, the name of the state in which the corporation is incorporated;

(2) The place within the city where it is proposed to conduct the applicant's business, and the length of time during which it is proposed that such business will be conducted;

(3) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as representative; and

(4) Such other reasonable information as to the identity and character of the person having the management or supervision of the business and the manner of doing business as the city council may deem proper in order to fulfill the purpose of this chapter in the protection of the public interest.

(5) An applicant is disqualified for a license if they have been convicted of the offense or receiving stolen property, theft, burglary, robbery, larceny or any other offense involving the receipt, sale, disposal of stolen property.

(6) No person holding a license under this article shall have any business dealings with any person less than eighteen (18) years of age except with the written consent of the parent or guardian of the minor to each particular transaction. No license shall be issued to any person who is not eighteen (18) years of age or over. No license holder shall employ a person less than eighteen (18) years of age to assist him in his business.

(7) Additionally, the licensee and any employees thereof must have a criminal history background check performed by the City of Cartersville Police Department.

Sec. 10-155. Posting of license.

The license issued pursuant to this Article shall be posted conspicuously and prominently in the place of business named therein. If the applicant desires to do business in more than one place within the city, separate licenses shall be purchased and issued for each place of business, and shall be posted conspicuously and prominently in each place of business.

Sec. 10-156. Registration fee.

The fee assessed pursuant to this section is as referenced on the fee schedule in the City of Cartersville Code Section 17-88.

Sec. 10-157. Revocation of license.

(a) The license issued pursuant to this Article may be revoked by the mayor and city council, after notice and hearing, for any of the following causes:

(1) Any fraud, misrepresentation or false statement contained in the application for license;
(2) Any fraud, misrepresentation or false statement made in connection with any purchase transaction;
(3) Failure to maintain the daily record as required in this Article;
(4) Any other violation of this Article; or
(5) Conducting the business licensed under this Article in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(b) Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the licensee by handing the notice personally to the person in charge of the licensee's business, or by mailing the notice, postage prepaid, to the licensee, at his last known address, at least five days prior to the date set for the hearing.

Sec. 10-158. Records and information to be recorded.

Every person or business engaged as a pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems within the city shall secure from every person from whom he or she receives any goods, except used books, whether by purchase or through pledge, trade, pawn or exchange, the following:

(1) Government-issued photo identification card, such as a driver's license, military identification card, state identification card or passport;

(2) The name, address, telephone number, race, sex, height, weight, date of birth, and a Social Security or driver's license number;

(3) A digital photograph clearly showing a frontal view of the subject's face. Each digital image shall be labeled with the date and time of the transaction and stored in such a manner that they are safe from corruption. If the same subject makes additional transactions within thirty (30) days of the original transaction; provides the same government issued photo identification card as mentioned above; and the subject's appearance has not materially

changed, a new digital photograph shall not be required until a transaction is made after thirty (30) days from the original transaction;

(4) A complete and accurate description of the goods acquired, and a digital photograph or image of the goods acquired including the following information, if available:

a. Brand name;
b. Model number;
c. Manufacturer's serial number;
d. Size;
e. Color, as apparent to the untrained eye;
f. Precious metal type, weight, and content if known;
g. Gemstone description, including the number of stones;
h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish;
i. Any other unique identifying marks, numbers, or letters;
j. The date and time of the transaction.

(5) The pawnbroker, pawnshop, and dealer in precious metals and gems shall maintain the above information and digital photographs or images for a period of three (3) years and make the same available to law enforcement personnel upon request.

(6) The pawnbroker, pawnshop, and dealer in precious metals and gems shall require the seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell, consign, or trade the goods.

(7) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title, takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.

Sec. 10-159. Report to police; required format.

(a) Every pawnbroker, pawnshop, scrap metal processor, and dealer in precious metals and gems located within the city shall make a computer-generated daily report, in such format as prescribed by the chief of police, of all transactions that occurred during the 24-hour period ending at 9:00 p.m. on the date of the report. A report shall be made each day prior to 11:59 p.m. for each day the operator or dealer transacts business. If an operator or dealer is closed, or does not otherwise engage in any transactions on a

particular day, a report indicating "no transactions" shall be filed for that day. Daily reports shall be filed electronically by posting to a law enforcement web site designated by the chief of police. When technological problems prevent posting the daily report electronically, a printed, typed or legibly handwritten report shall be delivered to the police department in lieu thereof.

(b) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title; takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.

(c) This Section shall not apply to non-profit corporations, business or other entities who receive all personal property from donations.

(d) This Article shall not apply to any precious metals or gems containing precious metals or gems obtained from industrial producers, manufacturers, licensed dealers, or distributors.

(e) This Article shall not apply to dealers exclusively engaged in the sale or exchange of numismatic coins or to transactions exclusively involving numismatic coins or other coinage.

Sec. 10-160. Hold period; police holds.

(a) Any pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems, or person operating under a license granted pursuant to this Article who takes goods on pawn or who buys goods, taking full title thereto, shall hold the goods so taken in pawn or otherwise acquired for at least seven (7) calendar days before disposing of the goods by sale, transfer, shipment or otherwise.

(b) The City of Cartersville Police Department, or any other law enforcement agency, has the authority to place property that is the subject of police or law enforcement investigation on "police hold". In that event, the City of Cartersville Police Department, or other law enforcement agency, shall notify the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems of the need for a "police hold" and identify all property subject to the "police hold". Upon notification, it shall be the responsibility of the pawnbroker, pawnshop, scrap metal processor, or dealer in precious metals and gems to maintain the subject property until such time as the property is released from "police hold" status or the property is confiscated as evidence.

(c) If any Cartersville Police Officer has probable cause to believe that precious metals or gems have been stolen, he may give notice in writing to the dealer to retain the precious metals or gems for an additional fifteen (15) days; and it shall be unlawful for the dealer to dispose of the property unless the notice is revoked in writing within the fifteen (15) days period.

Sec. 10-166. Unlawful acts.

It shall be unlawful for pawnbroker, pawnshop, scrap metal processor, dealer in precious metals and gems or person operating under a license granted pursuant to this Article to commit any of the following acts:

(1) Fail to make an entry of any material matter in the daily record of said business;

(2) Make any false entry in the daily record of said business;

(3) Falsify, obliterate or destroy the daily record of said business or remove the daily record from the place of business;

(4) Refuse to allow any police officer or duly authorized law enforcement officer to inspect the daily record of said business or any goods in the possession of said business during the ordinary hours of business or at any reasonable time;

(5) Make any false statement in the permit application and registration provided for in this Chapter;

(6) Refuse to allow any duly authorized law enforcement officer to inspect such permanent record, or any precious metals or gems or goods made from precious metals or gems in his possession, during the ordinary hours of business or at any reasonable time;

(7) Sell, exchange, or remove from the legal possession of the buyer, or to alter the form of, any precious metals or gems or goods made from precious metals or gems purchased by remounting, melting, cutting up, or otherwise altering the original form until at least seven (7) calendar days have elapsed from the time of purchase or acquisition;

(8) Fail to make the report as required in this Article;

(9) Purchase any precious metals or gems from any person under 17 years of age; or

(10) Fail to comply with this chapter in any other material way.

Sec. 10-167. Itinerant Dealers.

(a) Itinerant Dealers in Precious Metals or Gems. Applicability. This section shall be applicable to all itinerant dealers of precious metals or gems, whether their sales, trades and purchases are at retail or wholesale or by any form of pawn. Specifically excluded are wholesalers, buyers and sellers who sell, trade and deal only with mercantile establishments or purchase precious metals or gems from manufacturers, manufacturer's representatives, or other dealers in precious metals or gems.

(b) Notice of intent to conduct business.

(1) Occupational Tax Certificate Required. Any person, firm or corporation who does business in City of Cartersville as an Itinerant Dealers in Precious Metals or Gems shall, before engaging in such business, obtain a business tax certificate in accordance with this Chapter.

(2) Permit required. It shall be unlawful for any person to engage in activities as an itinerant dealer in precious metals or gems in City of Cartersville without having obtained a valid permit for each separate location and for each person engaging in said activities. Prior to advertising any buying, selling, trading or otherwise dealing in precious metals or gems, an itinerant dealer shall, at least 3 business days prior to the initial advertising, file with the Planning and Development Department an application for a regulatory permit to conduct the business of itinerant dealer in precious metals or gems in City of Cartersville.

(3) Such application shall include the following:

(a) Full name of the person, group or association, and its address;
(b) The name of the person who will be conducting business in City of Cartersville and his home address, including proper identification as defined;
(c) The length of the stay in City of Cartersville, including the dates of opening and closing, at each fixed location not to exceed 15 days;
(d) The fingerprints of the person or persons who will be conducting such business in City of Cartersville; and
(e) Where the business will be conducted, and during what hours; except that no itinerant dealers in precious metals or gems shall operate at any location in City of Cartersville between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday or during any hours on Sunday.

(4) No person who has been convicted of a felony under the laws of this state or any other state of the United States shall be eligible to receive a regulatory permit to conduct business as an itinerant merchant of precious metals or gems within City of Cartersville. This paragraph shall not apply to any person who has been convicted of a felony after ten years have expired from the date of completion of the felony sentence. Prior to the issuance of the regulatory permit, a background investigation shall be required for each person who will be conducting business in City of Cartersville. If the eligibility requirements are met, then the regulatory permit shall be issued for each person meeting the requirements. The provisions of this Article shall apply to the background investigation required herein.

(5) Each regulatory permit issued pursuant to this section shall be nontransferable and valid for period of time listed by the applicant in response to paragraph (c) (3) above, not to exceed fifteen (15) days.

(6) Every itinerant dealer shall admit to the premises where business is being conducted any law enforcement officer, who in the performance of official lawful duties as prescribed by the Chief of Police, may desire at any time to search for articles missing or stolen, or to make any inspection of records authorized by this chapter, without the formality of a search warrant.

(c) <u>Records</u>. All itinerant dealers, both salesmen and buyers, of precious metals or gems shall keep records wherein shall be entered an accurate description of all property pledged, traded or sold by them. Such description shall include to the extent possible the name or the make of the article, any identifying mark or number, and a statement of the kind of material of which it is made. In such records there shall be entered also the full name and address of the person by whom same was deposited or sold, and the time when the same was done, and the name, address, date of birth and drivers' license number of seller; and a photocopy of the proper identification. In the event the seller does not have a drivers' license, other proper identification as defined shall be required and photocopied. All purchased items shall be digitally photographed. These entries shall be made as soon after the transaction as is possible but in no event more than one hour after the time given for daily close of business as provided for in this Article above. Such records may be kept electronically as long as a copy of the electronic records can be provided to the City of Cartersville Police Department or other law enforcement agency upon demand.

(d) <u>Daily Accurate Report to police</u>. Every traveling and itinerant dealer shall make a report to the City of Cartersville Police Department, as required in Section 10-159 (Daily Electronic Reporting). The report shall be in such form as may be prescribed by the Chief of Police, of all property pledged, traded, bought or sold during the period of operation in City of Cartersville, and shall show the name and address of any person who bought, sold, traded or otherwise disposed of or received any item; the date and time of the transaction; the amount paid or advanced, or the item traded; the full description of articles, including kind, style, material, color,

design, kind and number of stones in jewelry; and all identifying names, ranks, and numbers; and a description of persons trading, buying, selling or pawning, including the name, address, race, weight, height, photocopy of proper ID.

(e) Surrender of stolen property. In the event it is determined that any item bought, sold or traded to, or received by the itinerant dealer, salesman or buyer is the subject of any theft of crime, the dealer, salesman or itinerant buyer shall, upon demand of the City of Cartersville Police Department , surrender the same to the City of Cartersville Police Department.

(f) Holding period. Every item covered by this section which is purchased from one seller shall be separately packaged, or kept separately, and not intermingled or confused with items purchased from another seller, for a period of seven (7) calendar days following the purchase of such item. Said items must be kept in the city of Cartersville, at a location designated by the licensee and provided to the Department of Planning and Development. No person engaging in the purchase of precious metals or items as defined this chapter shall sell or otherwise dispose, permit the sale or disposal, remove or permit to be removed from the license holder's place of business, intermingle with other jewelry or stones, alter, change, deface or permit the same of any such precious metals or stones purchased, until after the expiration of thirty days from the date of purchase.

Secs. 10-167 — 10-180. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of July 2015.
ADOPTED this the 16th day of July 2015. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

C. Change Order

1. Douthit Ferry Road Environmental Change Order
THIS ITEM REMOVED FROM AGENDA

D. Contracts/Agreements

1. Carter Grove Road Asphalt Surfacing
THIS ITEM REMOVED FROM AGENDA

2. GDOT Local Maintenance and Improvement Grant

Wade Wilson, City Engineer stated that this is the annual GDOT LMIG grant for resurfacing various city streets. The funding this year is $178,025.11 with a 30% match by the City. Mr. Wilson recommended approval.

A motion to approve the GDOT Local Maintenance and Improvement Grant was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

3. Mowing Contract Increase

Tommy Sanders, Public Works Director stated that the city has an existing contract with Full Circle Contracting and Management Group for mowing the cemetery. This contract is in the third year of a possible five year renewal and allows for a 5% increase. Full Circle has requested the increase for this renewal period. The current price is $3,200 per mowing and the new price would be $3,360 per mowing. Mr. Sanders recommended approval.

A motion to approve the mowing contract increase was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

4. Floyd County Prison Work Detail

Greg Anderson Parks and Recreation Director stated that this agreement with Floyd County Prison will furnish a prison work crew for the purpose of providing maintenance for the Parks and Recreation Department for six (6) months of the year (April – September) through December 2018. The agreement amount is $31,148.00 each year for the 7-month period and Mr. Anderson recommended approval.

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

E. Bid Award/Purchases

1. Firehouse Software System Annual Update

Scott Carter, Fire Chief stated that this is the annual update of Firehouse Software

System. This is the department Incident Reporting Software and Records Management Program and recommended approval. Mr. Carter stated that there has been no increase over last year and recommended approval of this update in the amount of $6,850.00.

A motion to approve the annual update with Firehouse Software System was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

2. Barracuda Web Filter Annual Maintenance

Dan Porta, Assistant City Manager stated that this is the renewal to the annual maintenance with Barracuda for the city's web filter in the amount of $4,398 and VPN Server in the amount of $3,499 and recommended approval.

A motion to approve the annual maintenance agreement with Barracuda Web Filter was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

3. Primary Screw Pump #2 Bottom Bearing

Bob Jones, Water and Sewer Superintendent stated that the bottom bearing in the #2 primary screw pump has failed rendering the pump inoperable. This pump must be repaired as soon as possible as it is critical for maintenance for full plant pumping capacity. Mr. Jones stated that this is a sole source part that is only available from the original manufacturer (Shriver LLC) and recommended approval of this part in the amount of $8,024 and recommended approval.

A motion to approve the purchase for the Primary Screw Pump from Shriver LLC was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

4. Life, AD&D and Disability Insurance Renewal

Dan Porta, Assistant City Manager stated that Prudential Insurance has been the insurance provider for the employee life, AD&D and disability insurance for the past two years and the policy is currently up for renewal. There is an increase in the basic life insurance premium (paid by City) of 26% and the optional dependent life and optional life insurance premiums (paid by employees) have increased by 15%. Mr. Porta recommended continuing with Prudential Insurance for this coverage.

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

F. Presentation

1. Citizen Survey Results Presentation

Sam Grove, City Manager presented the first of the Citizen Survey Results pertaining to Economy, Reaction & Wellness, Education & Enrichment, Community Engagement, and Governance General.

G. Monthly Financial Statement

1. May 2015

Tom Rhinehart, Finance Director presented the May 2014 monthly financial statement with comparisons from the previous year of May 2013 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 May 2015. No action is needed by Council

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 Council Meeting
8/6/2015 7:00:00 PM
City of Cartersville M&O Property Tax Millage Rate to be set at 1.38 Mills for 2015

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recomendation:	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. A third public hearing is required for the 2015 City M&O millage rate as the city has decided to keep the millage rate at 1.38 mills versus lowering it to the rollback rate of 1.298 mills. The proposed 2015 millage rate of 1.38 is considered to be above the 2015 rollback rate of 1.298 mills. Homeowners will be paying a slightly higher amount for M&O property taxes than they paid in 2014. 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 three required meetings, and brings the city into compliance with the state regulations. I recommend approval of the Cartersville M&O property tax millage rate of 1.38 mills for 2015.
City Manager's Remarks:	Your approval of this millage is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 2

CITY OF CARTERSVILLE M & O
NOTICE OF PUBLIC HEARING

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2016 will be established at the Council meeting on August 6, 2015 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2015 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. The information only applies to the operations of the city government.

Current 2015 Tax Digest and 5-Year History of Levy

City Digest and Levy	2010	2011	2012	2013	2014	Preliminary 2015
Real & Personal	$912,703,762	$886,351,912	$867,188,750	$822,121,509	$860,199,975	$936,659,793
Motor Vehicle	$42,000,562	$40,419,370	$42,338,234	$47,371,852	$39,332,530	$28,221,434
Mobile Homes	$24,588	$24,399	$43,178	$43,178	$43,178	$42,312
Timber - 100%	$42,160	$0	$0	$0	$5,176	$0
Heavy Duty Equipment	$15,720	$33,200	$53,655	$51,048	$79,200	$41,200
Public Utilities	$10,017,913	$9,574,680	$9,809,398	$10,310,714	$10,833,821	$9,837,474
Gross Digest	$964,804,705	$936,403,561	$919,433,215	$879,898,301	$910,493,880	$974,802,213
Less: M&O Exemptions	$13,439,095	$13,594,461	$14,968,555	$60,395,409	$40,184,393	$61,730,670
Net M&O Digest	$951,365,610	$922,809,100	$904,464,660	$819,502,892	$870,309,487	$913,071,543
M&O Millage	1.38	1.38	1.38	1.38	1.38	1.38
Dollars Generated	$1,312,885	$1,273,477	$1,248,161	$1,130,914	$1,201,027	$1,260,039
Total $ Increase/(Decrease)	($86,338)	($39,408)	($25,315)	($117,247)	$70,113	$59,012
% Increase/Decrease(-)	-6.17%	-3.00%	-1.99%	-9.39%	6.20%	4.91%
Total Millage Rate	1.38	1.38	1.38	1.38	1.38	1.38

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2015

COUNTY **BARTOW** TAXING JURISDICTION **CARTERSVILLE M&O**

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2014 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2015 DIGEST
REAL	598,665,890	54,267,818	5,605,240	658,538,948
PERSONAL	261,534,085		26,424,234	287,958,319
MOTOR VEHICLES	39,332,530		-11,111,096	28,221,434
MOBILE HOMES	43,178		-866	42,312
TIMBER -100%	5,176		-5,176	0
HEAVY DUTY EQUIP	79,200		-38,000	41,200
GROSS DIGEST	899,660,059	54,267,818	20,874,336	974,802,213
EXEMPTIONS	40,184,393	0	21,546,277	61,730,670
NET DIGEST	859,475,666	54,267,818	-671,941	913,071,543
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	859,475,666	54,267,818	-671,941	913,071,543
	(PYD)	**(RVA)**	**(NAG)**	**(CYD)**
2014 MILLAGE RATE >>>	1.380	**2015 PROPOSED MILLAGE RATE >>>**		1.380

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2014 Net Digest	**PYD**	859,475,666	
Net Value Added-Reassessment of Existing Real Property	**RVA**	54,267,818	
Other Net Changes to Taxable Digest	**NAG**	-671,941	
2015 Net Digest	**CYD**	913,071,543	**(PYD+RVA+NAG)**
2014 Millage Rate	**PYM**	1.380	
Millage Equivalent of Reassessed Value Added	**ME**	0.082	**(RVA/CYD) * PYM**
Rollback Millage Rate for 2015	**RR**	1.298	**PYM - ME**

Item #2

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2015 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

Rollback Millage Rate	1.298
2015 Millage Rate	1.380
Percentage Increase	6.32%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors ____________ Date ____________

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner ____________ Date ____________

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2015 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2015 is ________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party ____________ Title ____________ Date ____________

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Cartersville City School System Property Tax Millage to be set at 16.82 mills for 2015

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recomendation:	The Cartersville City School System has recommended to their board to lower the school system's millage rate for 2015 to 16.82 mills. This is the rollback rate for 2015. 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. I recommend approval of the Cartersville City School System property tax millage rate of 16.82 mills for 2015.
City Manager's Remarks:	Your approval of this millage is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 3

CITY OF CARTERSVILLE SCHOOL SYSTEM
NOTICE OF PUBLIC HEARING

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2016 will be established at the Council meeting on August 6, 2015 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2015 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. The information only applies to the operations of the city school system.

Current 2015 Tax Digest and 5-Year History of Levy

City School System Digest and Levy	2010	2011	2012	2013	2014	Preliminary 2015
Real & Personal	$912,703,762	$886,351,912	$868,613,801	$822,121,509	$860,199,975	$936,659,793
Motor Vehicle	$42,000,562	$40,419,370	$42,338,234	$47,371,852	$39,332,530	$28,221,434
Mobile Homes	$24,588	$24,399	$43,178	$43,178	$43,178	$42,312
Timber - 100%	$42,160	$0	$0	$0	$5,176	$0
Heavy Duty Equipment	$15,720	$33,200	$53,655	$51,048	$79,200	$41,200
Public Utilities	$10,017,913	$9,574,680	$9,809,398	$10,310,714	$10,833,821	$9,837,474
Gross Digest	$964,804,705	$936,403,561	$920,858,266	$879,898,301	$910,493,880	$974,802,213
Less: M&O Exemptions	$43,408,387	$43,751,261	$45,688,955	$60,395,409	$73,132,273	$95,365,190
Net M&O Digest	$921,396,318	$892,652,300	$875,169,311	$819,502,892	$837,361,607	$879,437,023
M&O Millage	17.23	17.23	18.23	18.23	17.93	16.82
Dollars Generated	$15,875,659	$15,380,399	$15,954,337	$14,939,538	$15,013,894	$14,792,131
Total $ Increase/(Decrease)	($1,087,441)	($495,259)	$573,937	($1,014,799)	$74,356	($221,763)
% Increase/Decrease(-)	-6.41%	-3.12%	3.73%	-6.36%	0.50%	-1.48%
Total Millage Rate	17.23	17.23	18.23	18.23	17.93	17.93

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2015

COUNTY: BARTOW   TAXING JURISDICTION: CARTERSVILLE School

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2014 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2015 DIGEST
REAL	598,665,890	54,267,818	5,605,240	658,538,948
PERSONAL	261,534,085		26,424,234	287,958,319
MOTOR VEHICLES	39,332,530		-11,111,096	28,221,434
MOBILE HOMES	43,178		-866	42,312
TIMBER -100%	5,176		-5,176	0
HEAVY DUTY EQUIP	79,200		-38,000	41,200
GROSS DIGEST	899,660,059	54,267,818	20,874,336	974,802,213
EXEMPTIONS	73,132,273	0	22,232,917	95,365,190
NET DIGEST	826,527,786	54,267,818	-1,358,581	879,437,023
FLPA Reimbursement Value	0		0	
Adjusted NET DIGEST	826,527,786	54,267,818	-1,358,581	879,437,023
	(PYD)	**(RVA)**	**(NAG)**	**(CYD)**
2014 MILLAGE RATE >>>	17.930	**2015 PROPOSED MILLAGE RATE >>>**		16.820

Item #3

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2014 Net Digest	PYD	826,527,786	
Net Value Added-Reassessment of Existing Real Property	RVA	54,267,818	
Other Net Changes to Taxable Digest	NAG	-1,358,581	
2015 Net Digest	CYD	879,437,023	(PYD+RVA+NAG)
2014 Millage Rate	PYM	17.930	
Millage Equivalent of Reassessed Value Added	ME	1.106	(RVA/CYD) * PYM
Rollback Millage Rate for 2015	RR	16.824	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2015 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

Rollback Millage Rate	16.824
2015 Millage Rate	16.820
Percentage Increase	-0.02%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors   Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner   Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2015 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2015 is ________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party   Title   Date

CARTERSVILLE SCHOOL BOARD

Millage Rate Levy to City Council of the City of Cartersville

MOTION for School Board approval:

The Cartersville School Board recommends to the City Council of the City of Cartersville the rollback millage rate of 16.82 mills to fund the school system's FY16 Budget, provided there is not significant change to the preliminary digest of $879,437,023.

Recommendation passed by unanimous vote of the Cartersville School Board on July 13, 2015.

Susy M. Sloth
Notary Public

7.13.2015
Date

BOARD OF EDUCATION
SEAL
CARTERSVILLE, GEORGIA

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Cartersville Business Improvement District Property Tax Millage to be set at 2.42 mills for 2015

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recomendation:	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 last 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 2.42 for 2015. This is the 2015 rollback rate. I recommend approval of the Cartersville Business Improvement District property tax millage of 2.42 mills for 2015.
City Manager's Remarks:	Your approval of this millage is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 4

CARTERSVILLE DOWNTOWN DEVELOPMENT AUTHOIRTY

NOTICE OF PUBLIC HEARING

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the Cartersville Downtown Development Authority for fiscal year 2016 will be established at the Council meeting on August 6, 2015 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2015 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current years' tax digest and levy, in addition to the past five years' tax digest and levy. The information only applies to the Cartersville Downtown Development Authority.

Current 2015 Tax Digest and 5-Year History of Levy

Downtown Development Authority Digest and Levy	2010	2011	2012	2013	2014	Preliminary 2015
Real & Personal	$10,499,206	$10,105,502	$9,902,088	$9,062,880	$8,927,401	$9,313,960
Motor Vehicle						
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Public Utilities						
Gross Digest	$10,499,206	$10,105,502	$9,902,088	$9,062,880	$8,927,401	$9,313,960
Less: M&O Exemptions	$30,000	$25,000	$15,000	$15,000	$20,000	$43,000
Net M&O Digest	$10,469,206	$10,080,502	$9,887,088	$9,047,880	$8,907,401	$9,270,960
M&O Millage	2.50	2.50	2.50	2.50	2.50	2.42
Dollars Generated	$26,173	$25,201	$24,718	$22,620	$22,269	$22,436
Total $ Increase/(Decrease)	($35)	($972)	($484)	($2,098)	($351)	$167
% Increase/Decrease(-)	-0.13%	-3.71%	-1.92%	-8.49%	-1.55%	0.75%
Total Millage Rate	2.50	2.50	2.50	2.50	2.50	2.42

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2015

COUNTY	BARTOW	TAXING JURISDICTION	DIST 11 - DDA

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2014 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2015 DIGEST
REAL	8,927,401	298,519	88,040	9,313,960
PERSONAL	0		0	0
MOTOR VEHICLES	0		0	0
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	8,927,401	298,519	88,040	9,313,960
EXEMPTIONS	20,000	0	23,000	43,000
NET DIGEST	8,907,401	298,519	65,040	9,270,960
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	8,907,401	298,519	65,040	9,270,960
	(PYD)	(RVA)	(NAG)	(CYD)
2014 MILLAGE RATE >>>	2.500	2015 PROPOSED MILLAGE RATE >>>		2.420

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2014 Net Digest	PYD	8,907,401	
Net Value Added-Reassessment of Existing Real Property	RVA	298,519	
Other Net Changes to Taxable Digest	NAG	65,040	
2015 Net Digest	CYD	9,270,960	(PYD+RVA+NAG)
2014 Millage Rate	PYM	2.500	
Millage Equivalent of Reassessed Value Added	ME	0.080	(RVA/CYD) * PYM
Rollback Millage Rate for 2015	RR	2.420	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2015 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate	Rollback Millage Rate	2.420
computed above, this section will automatically calculate the amount of increase in property	2015 Millage Rate	2.420
taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Percentage Increase	0.00%

Item #4

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

____________________ Chairman, Board of Tax Assessors — __________ Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

____________________ Tax Collector or Tax Commissioner — __________ Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2015 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2015 is __________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

____________________ Signature of Responsible Party — _______________ Title — __________ Date

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Cartersville GO Recreation Bond Property Tax Millage to be set at 1.10 Mills for 2015

SubCategory:	Public Hearing
Department Name:	Finance
Department Summary Recomendation:	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 1.10 mills for 2015 also voted in 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. I recommend approval of the Cartersville GO Recreation Bond tax millage rate of 1.10 mills for 2015.
City Manager's Remarks:	Your approval of this millage is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 5

CITY OF CARTERSVILLE GO PARKS AND RECREATION BOND

NOTICE OF PUBLIC HEARING

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2016 will be established at the Council meeting on August 6, 2015 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2015 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. The information only applies to the operations of the city government.

Current 2015 Tax Digest and 5-Year History of Levy

Parks and Recreation Digest and Levy	2010	2011	2012	2013	2014	Preliminary 2015
Real & Personal						$936,659,793
Motor Vehicle						$28,221,434
Mobile Homes						$42,312
Timber - 100%						$0
Heavy Duty Equipment						$41,200
Public Utilities						$9,837,474
Gross Digest						$974,802,213
Less: M&O Exemptions						$61,730,670
Net M&O Digest						$913,071,543
M&O Millage						1.1000
Dollars Generated						$1,004,379
Total $ Increase/(Decrease)						$1,004,379
% Increase/Decrease(-)						0.00%
Total Millage Rate						1.1000

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2015

Item #5

COUNTY	BARTOW	TAXING JURISDICTION	Parks & Recreation Bond

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2014 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2015 DIGEST
REAL	598,665,890	54,267,818	5,605,240	658,538,948
PERSONAL	261,534,085		26,424,234	287,958,319
MOTOR VEHICLES	39,332,530		-11,111,096	28,221,434
MOBILE HOMES	43,178		-866	42,312
TIMBER -100%	5,176		-5,176	0
HEAVY DUTY EQUIP	79,200		-38,000	41,200
GROSS DIGEST	899,660,059	54,267,818	20,874,336	974,802,213
EXEMPTIONS	40,184,393	0	21,546,277	61,730,670
NET DIGEST	859,475,666	54,267,818	-671,941	913,071,543
FLPA Reimbursement Value	0		0	0
Adjusted NET DIGEST	859,475,666	54,267,818	-671,941	913,071,543
	(PYD)	(RVA)	(NAG)	(CYD)
2014 MILLAGE RATE >>>	0.000	2015 PROPOSED MILLAGE RATE >>>		1.100

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2014 Net Digest	PYD	859,475,666	
Net Value Added-Reassessment of Existing Real Property	RVA	54,267,818	
Other Net Changes to Taxable Digest	NAG	-671,941	
2015 Net Digest	CYD	913,071,543	(PYD+RVA+NAG)
2014 Millage Rate	PYM	0.000	
Millage Equivalent of Reassessed Value Added	ME	0.000	(RVA/CYD) * PYM
Rollback Millage Rate for 2015	RR	0.000	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2015 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	0.000
	2015 Millage Rate	1.100
	Percentage Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors ______ Date ______

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner ______ Date ______

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2015 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2015 is ______

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2015 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party ______ Title ______ Date ______

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Waterford Drive- Three-Way Stop

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recomendation:	A request has been made by residences within the Waterford Subdivision to make a three-way stop at the intersection of Waterford Drive and Glen Cove Drive. Currently, this is a one-way stop for traffic on Glen Cove Drive traveling onto Waterford Drive. Traffic studies on Glen Cove Drive show that volumes exceed the minimum requirements to warrant a three way stopped intersection (Manual on Uniform Traffic Control Devices). Therefore, Public Works recommends approval of this ordinance modification.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12. MOTOR VEHICLES AND TRAFFIC ARTICLE IX. TRAFFIC SCEDULES CODE SECTION 12-1003. STOP STREETS is hereby amended by inserting the following to Section 12-1003:

1.

Waterford Drive at Glen Cove Drive, all directions.

2.

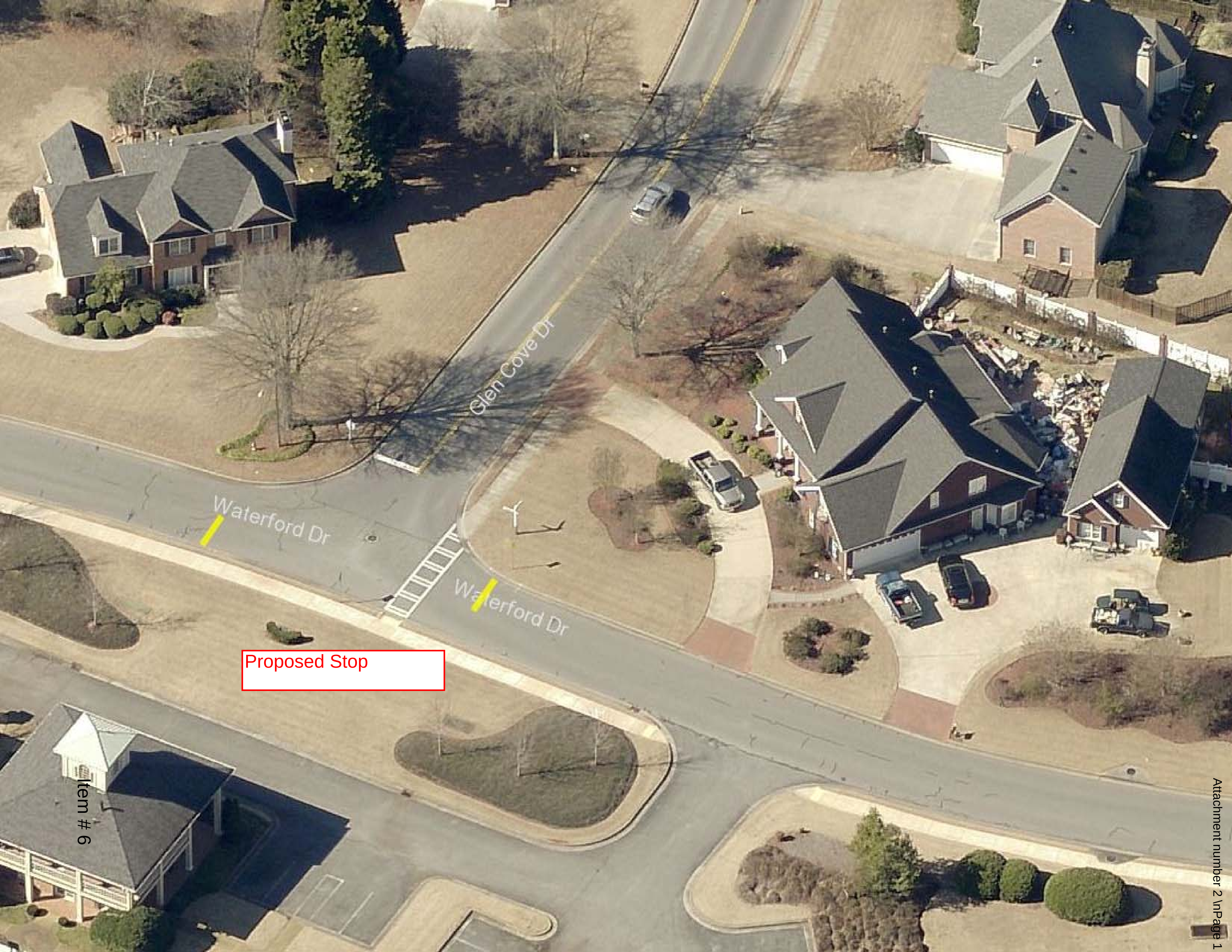
It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1003 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATT SANTINI, MAYOR

ATTEST: ____________________________
CONNIE KEELING, CITY CLERK



Item # 6

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Bangor Street - One Way

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recomendation:	In a previously approved Memorandum of Understanding with the Georgia Department of Transportation, the City of Cartersville agreed to make road improvements and utility adjustments per Exhibit A of the MOU. This exhibit requires Bangor Street to be converted to a one-way street. GDOT will in return, install safety gates at the crossing. If this ordinance modification is approved, then Bangor Street will be one-way in the northbound direction. Due to the minimum width of Bangor Street and the required improvements at the intersection due to placement of the gates, Public Works recommends approval of this ordinance modification.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.______

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12. MOTOR VEHICLES AND TRAFFIC ARTICLE IX. TRAFFIC SCEDULES CODE SECTION 12-1001. ONE-WAY STREETS is hereby amended by inserting the following to Section 12-1001:

Bangor Street, from Church Street to Carter Street, one way northbound.

2.

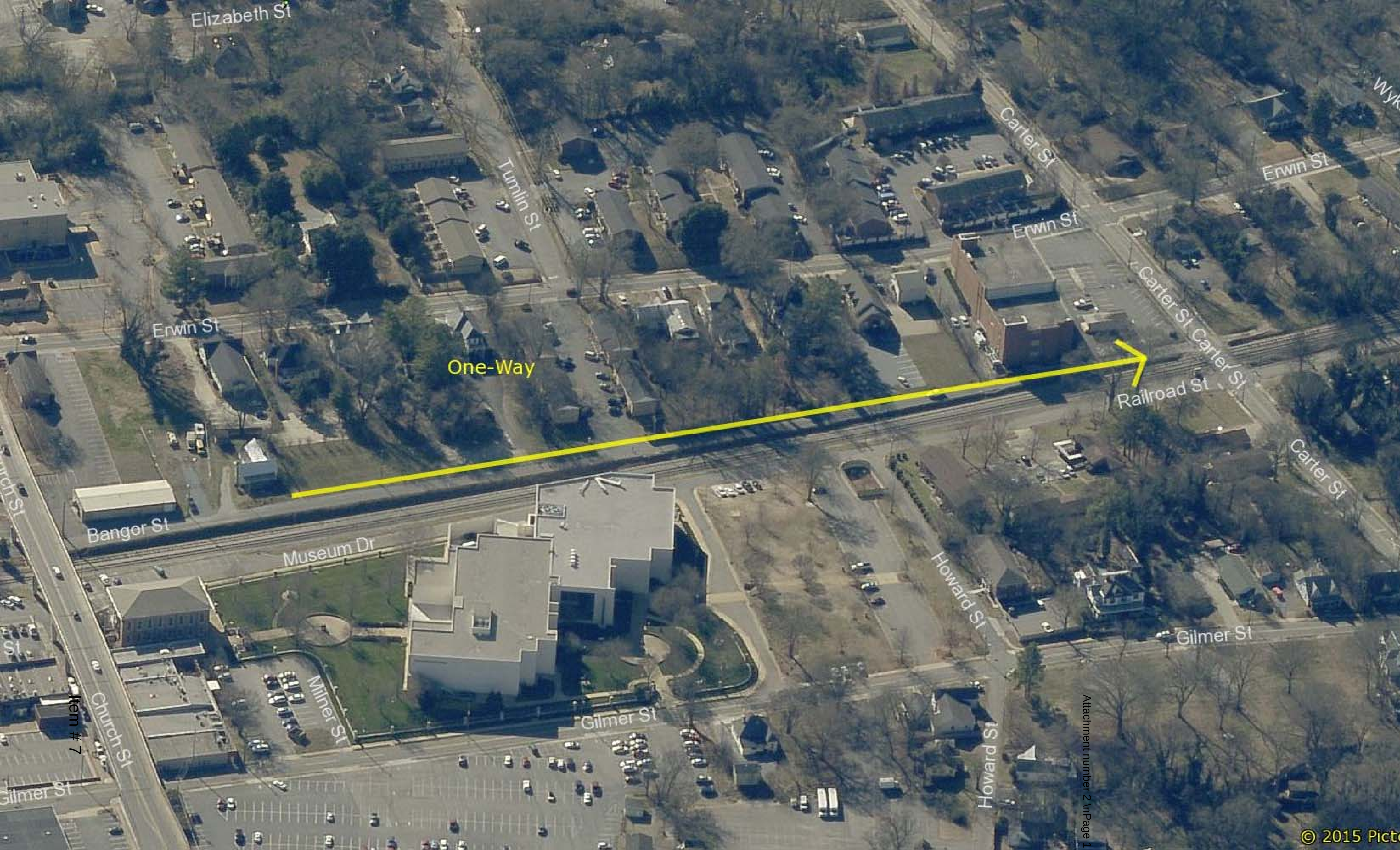
It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1001 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATT SANTINI, MAYOR

ATTEST: ____________________________
CONNIE KEELING, CITY CLERK



Item # 7

Attachment number 2 \nPage 1

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Additional Right of Way on Morningside Drive at City Storage

SubCategory:	Easements
Department Name:	Public Works
Department Summary Recomendation:	During the permitting of their recent expansion, City Storage was required to dedicate right of way along Morningside Drive to meet current right of way widths from the center of the street. The existing right of way was 40 feet. This additional 10 feet of dedication on the southern side of the street will meet the requirements of permitting.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

DEED OF DEDICATION

THIS INDENTURE, made this _____ day of ___________, **2015,** between, **ALPHA OMEGA STOR-ALL V, LLC** the County of Bartow, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits). The words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH

FOR AND IN CONSIDERATION of the sum of **TEN and 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, dedicated, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 529 of the 4th District and 3rd Section of Bartow County Georgia; containing 0.080 acres as shown on plat of survey for Alpha Omega Stor-All Management, LLC, prepared by Kevin Cooney G.R.L.S. NO. 2980 recorded in Plat Book _____, Page_____ , Bartow County, Georgia records, to which plat reference is hereby made and incorporated herein.

This deed is given to dedicate the described roads, utility easements, water easements, sewer easements, gas easements, stormwater easements and related infrastructure to the City of Cartersville, as indicated on said plat.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE.**

AND THE SAID Grantor will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Sharon R. Clay
Witness

Sheryl A.
Notary Public

SHERYL A. ABERNATHY
MY COMMISSION EXPIRES 06-18-2016
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA

ALPHA OMEGA STOR-ALL V, LLC

BY: ________________
ITS: Member Manager

Accepted this _____ day of ____________, 2015, by the City of Cartersville, Georgia.

Signed, sealed and delivered in the presence of:

____
Witness

____
Notary Public

City of Cartersville, Georgia

____
Mayor, Matthew Santini

____
City Clerk, Connie Keeling

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Carter Grove Road Asphalt Surfacing

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recomendation:	Due to the lack of asphalt surface course in Carter Grove, Public Works recently sent the owners of Carter Grove Development a letter calling for the owners to pave the roads or forfeit the bond. The owners countered with this agreement which commits the owners of Carter Grove Development to specific triggers on constructing the surface layer of asphalt. The City holds a bond from several years ago and this agreement also updates and increases the amount of the bond. We feel this agreement is in the best interest of the City and recommend approval.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell reviewed this agreement.
Associated Information:	

AGREEMENT REGARDING ROAD COMPLETION

THIS AGREEMENT REGARDING ROAD COMPLETION (this **"Agreement"**) is made and entered into as of the ___ day of ________, 2015, by and between **CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P.**, a Delaware limited liability limited partnership (**"Owner"**); and **CITY OF CARTERSVILLE, GEORGIA** (**"City"**).

BACKGROUND INFORMATION

Owner is the owner of certain real property located in the City of Cartersville, Bartow County, Georgia, within a subdivision generally known as Carter Grove (the **"Subdivision"**). Owner is the successor in title to the original developer of the Subdivision (the **"Original Developer"**). The streets and roads within the Subdivision described in **Exhibit A** to this Agreement (the **"Designated Streets"**) were constructed and installed, and dedicated as public rights of way, by Original Developer; however, Original Developer did not apply to the Designated Streets the final asphalt topping/surface course as described by the City of Cartersville's Development Regulations and further specified by the Georgia DOT in its Standard Specifications, Section 828 (the **"Road Finish Work"**), it having been intention of Original Developer to postpone the performance of the Road Finish Work until after a substantial number of the residences within the Subdivision were completed in order to avoid damage to the Road Finish Work from construction traffic. The Road Finish Work has also not been applied to the **two (2)** collector streets serving the Subdivision, **Carter Grove Boulevard** and **Belmont Road** (the **"Collector Streets"**). Owner and City desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the completion of the Road Finish Work.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term.** This Agreement is for a term of one (1) year and is automatically renewable for up to ten (10) years, if the Mayor and city Council of Cartersville do not terminate this Agreement as provided for herein.

This Agreement may be terminated upon either the completion of the Road Finish Work or in the event the Mayor and City Council take action in January of the then current term.

2. **Road Finish Work.** Owner and City agree that the Road Finish Work will be completed by Owner in accordance with this **Section 1**.

(a) At such time as the construction of single family residences has been completed on not less than **eighty percent (80%)** of the lots on a Designated Street, such Designated Street shall be deemed a **"Completed Street"** for purposes of this Agreement. At such time after the date of this Agreement as there is an initial group of **five (5)** Completed Streets, Owner shall promptly thereafter commence, and thereafter diligently prosecute to completion, the Road Finish Work for such group of **five (5)**

Completed Streets (a **"Completed Street Group"**). Thereafter, the foregoing process shall be repeated as to each Completed Street Group occurring thereafter, until the Road Finish Work has been completed on all Designated Streets.

(b) The Road Finish Work for **Carter Grove Boulevard** shall be completed in connection with the Road Finish Work for the **second (2nd)** Completed Street Group. The Road Finish Work for **Belmont Road** shall be completed in connection with the Road Finish Work for the **third (3rd)** Completed Street Group.

3. **<u>Bond Matters</u>.** The Road Finish Work is currently secured by a Bond No. 41209059 dated November 22, 2010, issued by Platte River Insurance Company in the face amount of **$532,736.00** (the **"Bond"**). Owner and City have determined that the current estimated cost of completion of the remaining uncompleted Road Finish Work for the Designated Streets and the Collector Streets (such estimated cost of completion from time to time, the **"Estimated Completion Cost"**) is **$887,000.00**. It is the intention of Owner and City that the face amount of the Bond be adjusted from time to time to be equal to **110%** of the Estimated Completion Cost. Accordingly:

(c) Within **thirty (30) days** after the date of this Agreement, Owner shall cause the face amount of the Bond to be increased to **$975,700.00**.

(d) In the event that it shall be reasonably determined by Owner and City that the Estimated Completion Cost is at any time more than **110%** of the face amount of the Bond, then, within **thirty (30) days** after the date of such determination, Owner shall cause the face amount of the Bond to be increased to **110%** of the Estimated Completion Cost.

(e) From time to time, as the Road Finish Work is completed for each Completed Street Group and/or Collector Street, Owner may reduce the face amount of the Bond to **110%** of the Estimated Completion Cost, taking into account all theretofore completed Road Finish Work.

Owner and City shall take such actions, and execute and deliver such documents, as shall be reasonably required to effect the adjustments of the face amount of the Bond provided for in this **Section 2**.

4. **<u>Limitation on Obligations of Owner</u>.** Owner's duties and obligations under this Agreement shall be limited solely to the completion of the Road Finish Work in accordance with this Agreement. Nothing contained in this Agreement shall be deemed or construed to be an assumption by Owner of, and in no event shall Owner have any liability or responsibility for, any duty or obligation of Original Developer or any other predecessor to owner in title to the Subdivision, including, without limitation, any liability or responsibility for any construction work on the Designated Streets performed by or at the instance of Original Developer or any other predecessor to owner in title to the Subdivision.

5. **General Provisions.**

(f) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

OWNER:

Carter Grove (Atlanta) ASLI VI, L.L.L.P.
c/o Avanti Properties Group II, L.L.L.P.
923 N. Pennsylvania Avenue
Winter Park, Florida 32789
Attention: Andrew Dubill
Telephone Number: (407) 628-8488
Facsimile Number: (407) 344-6115

With a copy to:

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Attention: M. Andrew Kauss
Telephone Number: (404) 815-6620
Facsimile Number: (404) 541-3262

CITY:

____
____
____
Attention: ____________________
Telephone Number: (___) _______
Facsimile Number: (___) _______

With a copy to:

____
____
____
Attention: ____________________
Telephone Number: (___) _______
Facsimile Number: (___) _______

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier.

(g) **Assignment; Binding Effect.** The rights of the parties under this Agreement are personal to the parties and may not be assigned without the prior written consent of the other party. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

(h) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(i) **Entire Agreement.** This Agreement contains the entire agreement of Owner and City with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

(j) **Modifications.** This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and City in the same manner as this Agreement is executed.

(k) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and City have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

OWNER:

CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its general partner

By: Avanti Management Corporation, a Florida corporation, its general partner

By: ______________________________
Name: ______________________________
Title: ______________________________

CITY:

THE CITY OF CARTERSVILLE, GEORGIA

By: ______________________________
Name: ______________________________
Title: ______________________________

City Council Meeting
8/6/2015 7:00:00 PM
Agreement with CSX for Church Street Bridge Beam Maintenance

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recomendation:	Public Works has a bridge maintenance project scheduled for this fiscal year, specifically the bridge beams of the Church Street Bridge are showing rust and have been identified by GDOT inspectors as needing painting. CSX is requiring this agreement and advance payment of $25,722.00 for administration costs and flagging associated with this project. We are advertising for bids for the actual work and anticipate the painting to cost $125K. This $25,722 charge from CSX was unexpected and therefore not budgeted. We are requesting this agreement be funded from the 2003 SPLOST. Note that some of the remaining 2003 SPLOST funds were possibly being earmarked for additional work on Douthit Ferry Road. The attached spreadsheet provides an update on the available remaining funds in the 2003 SPLOST if the CSX contract is paid for from this account balance.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has been forwarded agreement for his review.
Associated Information:	

Project: E. Church St. (CS-778) Painting over CSXT
Cartersville, Bartow County, Georgia
RRMP: 0WA-47.70, DOT No. 340443Y
Atlanta Division, W of A Sub-Division
CSXT OP# ___________

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of ___________________, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and **City of Cartersville,** a body corporate and political subdivision of the State of **Georgia** ("**Agency**").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Project: **E. Church St. (CS-778) Bridge painting over CSXT in Cartersville, Bartow Co., GA, RRMP 0WA-47.70, DOT Inv. No. 340443Y, Atlanta Division, W and A Subdivision** (the "**Project**").

2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **12 months from the date of fully executed Construction Agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself; Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations: Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits: At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this

Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor: The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver: If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment: CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall

have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices: All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street J-301
Jacksonville, FL 32202
Attention: Director Project Management – Public Projects

If to Agency: ____
____
____
Attention: ___________________________________

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law: This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Cartersville, State of Georgia

By:___________________________________
Name:_________________________________
Title:____________________________

CSX TRANSPORTATION, INC.

By:___________________________________

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Bridge maintenance and painting as approved by the CSXT Construction Representative.

B. CSXT shall perform or cause to be performed:

1. Flagging Protection Services.
2. Construction Engineering and Inspections.
3. Accounting and Administrative Services related to the foregoing.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

- City of Cartersville, Georgia, Church Street Bridge and Sugar Valley Road Bridge Painting Project description Microsoft Word document received on June 30, 2015.
- All work according to Georgia Department of Transportation bridge painting specifications and standards.

Project: E. Church St. (CS-778) Painting over CSXT
Cartersville, Bartow County, Georgia
RRMP: 0WA-47.70, DOT No. 340443Y
Atlanta Division, W of A Sub-Division
CSXT OP# ___________

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _______________, 20___ amended from time to time.

“Agency” shall mean the **City of Cartersville, Georgia**

“Agency Representative” shall mean the authorized representative of **City of Cartersville, Georgia.**

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

D. Obtain all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, and then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in

accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flag persons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT

Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

Project: E. Church St. (CS-778) Painting over CSXT
Cartersville, Bartow County, Georgia
RRMP: 0WA-47.70, DOT No. 340443Y
Atlanta Division, W of A Sub-Division
CSXT OP# ___________

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER: **1/23/2016** **DOT NO.:** 340443Y
CITY: Cartersville **COUNTY:** Bartow **STATE:** GA
DESCRIPTION: Estimate of construction engineering and inspection cost to support of E. Church St. bridge painting over CSXT (assume 3 month flagging duration)
DIVISION: Atlanta **SUB-DIV:** W & A **MILE POST:** 0WA-47.70
AGENCY PROJECT NUMBER:

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	-
	Subtotal					$	-
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services (CSXT In-Office)					$	1,000
212	Contracted & Administrative Engineering Services (ARCADIS)					$	13,100
	Subtotal					$	14,100
	FLAGGING SERVICE: (Contract Labor)						
070	Labor (Conductor-Flagman)					$	-
050	Labor (Foreman/Inspector)		10	Days @	$ 392.00	$	3,920
070	Additive	(Transportation Department)				$	-
050	Additive 118.86%	(Engineering Department)				$	4,659
230	Per Diem	(Engineering Department)	10	Days @	$ 75.00	$	750
230	Expenses					$	-
	Subtotal					$	9,329
	SIGNAL & COMMUNICATIONS WORK:	(Details Attached)				$	-
	TRACK WORK: (Details Attached)					$	-
	PROJECT SUBTOTAL					$	23,429
900	**CONTINGENCIES:**	10.00%				$	2,343
	GRAND TOTAL	**				$	25,772
	DIVISION OF COST:						
	Agency	100.00%				$	25,772
	Railroad					$	-
	TOTAL	**				$	25,772

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: J. Schofield, ARCADIS **Approved by:** **DLS** **CSXT Public Project Group**
DATE: 7/27/2015 **REVISED:** **DATE:** **07/27/15**

Item # 10

ESTIMATE FOR CONSTRUCTION SERVICES

ARCADIS
Infrastructure, environment, buildings

Date:	**July 27, 2015**
Location:	**Cartersville, Bartow Co., Ga**
Milepost	**0WA-47.70**
DOT Number:	**340443Y**
Description:	**E. Church St. Bridge Painting over CSXT**
	(Assume 4 months of CSXT involvement)

GEC Number: ____________
OP Number: ____________
RailDOCS No.: ____________

------------------------------CONSTRUCTION INSPECTION LABOR COST CALCULATOR------------------------------

Task	Sr. RR Eng. ($188/ hr.)	RR Engineer ($160/ hr.)	Sr. Eng. II ($120/ hr.)	Sr. Eng. I ($105/ hr.)	Sr. Clerical ($90/ hr.)
CE&I Project File Setup, Initiations and Coordination	0.5	0.5	2	1	0.5
Generate and Deliver construction estimate, Agreement, and routing of agreement			2	4	
Generate and Deliver Railroad Notice to Proceed and acknowledgement letter			2	4	
Attend preconstruction meeting with preparation and travel from Atlanta		0.5	1	6	
Coordination of insurance approval and flagging protection		2		0.5	
Review contractor construction submissions (containment, access, methodologies, etc.)		1	2	8	
Initial inspection of containment system with reporting and travel from Atlanta		1	1	8	
One interim inspections with reporting and travel from Atlanta		1	1	12	
Final inspection with reporting and travel from Atlanta		1	1	8	
Project Closeout activities	0.5	0.5	1	1	0.5
Project Admin., Accounting, and Oversight (Prog. Admin. - 1 hr./wk., Clerical - 1 hr./wk.)		17			17
Total Hours	1	24.5	13	52.5	18
Total Cost by Staff	$188.00	$3,920.00	$1,560.00	$5,512.50	$1,620.00
			Subtotal Labor		***$12,800.50***

------------------------------SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)------------------------------

ITEM		Quant.	Unit Price/ mi.	TOTAL
Postage / Shipping				$35.00
Mileage from Atlanta office, round trip =	70.0 mi.	4 trips	0.575	$161.00
Lodging		0 nights	$0.00	$20.00
Per Diem - meals		4 meals	$15.00	$60.00
Reproduction				$23.50
		Subtotal Expenses		***$299.50***
		TOTAL ESTIMATED PROJECT FEE		**$13,100.00**

Item # 10

Attachment number 1 \nPage 1

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy. The address should be listed as:

      CSX Transportation, Inc.
      500 Water Street - C907
      Jacksonville, FL 32202

   c. Name and Address of Contractor and Agency must be shown on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

   e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   f. Authorized endorsements may include:

      (i) Broad Form Nuclear Exclusion - IL 00 21
      (ii) 30-day Advance Notice of Non-renewal or cancellation

(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

   insurancedocuments@csx.com with a copy to Mr. Randy Koonce, ARCADIS at Randy.Koonce@arcadis-us.com.

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Project: E. Church St. (CS-778) Painting over CSXT
Cartersville, Bartow County, Georgia
RRMP: 0WA-47.70, DOT No. 340443Y
Atlanta Division, W of A Sub-Division
CSXT OP# ___________

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated ________________, 20____, between the City of Palmetto, State of **Georgia** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: ____________________________

By: ____________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________

\\COR\130459.7

CSXT Schedule PA

(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: ___________
Description: Cartersville, Bartow Co., GA
E. Church St. bridge painting over CSXT, DOT Inv. No. 340443Y, MP 0WA-47.70

Doug Spitznagel Project

****

Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated __________________, 20___, between Agency and CSXT.

****

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

****

Payment due within ten (10) days of Agency's receipt of fully executed agreement

****

(All information below to be completed by Agency providing Payment)

Payment Date	Payment Amount	Check No.
___________	______________	_________

****

Date: ________________________

By: ___________________________

Please send e-copy of check to:
Joseph.schofield@arcadis-us.com

Name: _________________________

Phone: _________________________

Email: _________________________

ejo 032508

SPLOST 2003

Estimated Funds Remaining as of June 30, 2015

Bank Balances			
BB&T Checkbook Balance - balance as of 6/30/2015	49,243.07		
US Bank Investment Account - balance as of 5/31/15	414,461.04		
2003 SPLOST Funds Available			**463,704.11**
Expenses - Approved by City Council			
Southland Engineering - Phase 2 Environmental Study - Original Contract amount $856,785.89.			
Balance Due on Original Contract		**214,791.14**	
Additional Change Order Expenses - Douthit Ferry Road Project			
Southland Engineering - Change Order - Part A $52,306	35,031.00		
Southland Engineering - Change Order - Part B $30,860	30,860.00		
Balance Due on Change Order Expenses		**65,891.00**	
FY 2015-16 Budget LMIG Match		**53,550.00**	
Total Approved Expenses			**334,232.14**
Estimated 2003 SPLOST Funds Remaining			**$129,471.97**
Proposed Additional Douthit Ferry Rd. Sub-consultant Expenses			***90,174.65***
Proposed Contract with CSX for Church Street Bridge Maintenance			***25,722.00***
Estimated Funds Remaining with Additional Sub-consultant Expenses			**$13,575.32**

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Annual Assessment for Membership in the Northwest Georgia Regional Commission

SubCategory:	Contracts/Agreements
Department Name:	City Manager
Department Summary Recomendation:	This is the request for the annual dues for membership and participation in the Northwest Georgia Regional Commision. This is for fiscal year July1, 2015 through June 30, 2016.
City Manager's Remarks:	This is our share of payment toward the RDC. This invoice is above $5,000 and therefore requires Council authorization.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Northwest Georgia Regional Commission

INVOICE

PO Box 1798
Rome, Georgia 30162-1798
(706) 295-6485

DATE: 7/02/2015

NUMBER: 317

TO:
City of Cartersville
PO Box 1390
Cartersville, GA 30120

FOR:
Membership and participation in the
Northwest Georgia Regional Commission

Description	Amount
Annual Assessment for the Fiscal Year July 1, 2015 through June 30, 2016	20,015.00

Population	x	Dues Rate
20,015	x	1.00

Source: U.S. Census Bureau, Population Division
Population Estimates as of July 1, 2014

Please make payment to: Northwest Georgia Regional Commisison
P.O. Box 1798
Rome, GA 30162-1798

Invoice Total	**20,015.00**
Amount Paid	**0.00**
Balance Due	**20,015.00**

DUE UPON RECEIPT

Item # 11

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Subscribed Regulatory Compliance Service Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas Departments
Department Summary Recomendation:	This agreement is to become a member of the Subscribed Regulatory Compliance Service which is offered by the Municipal Gas Authority of Georgia. Membership will help keep us in compliance with the continually changing federal and state regulations without additional personnel. The first year cost is estimated to be $47,716.00 paid in monthly installments and is a budgeted item. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	The City Attorney's office has approved these agreements.
Associated Information:	E-Verify is attached.

SUBSCRIBED REGULATORY COMPLIANCE SERVICE PROGRAM AGREEMENT

This Subscribed Regulatory Compliance Service Program Agreement (the "Agreement"), is entered into by the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), and the City of Cartersville (the “Subscriber”), a political subdivision of the State of Georgia.

WHEREAS, the Subscriber has determined that there is a need for a service to assist it in achieving and maintaining compliance with federal and state pipeline safety regulations;

WHEREAS, the Subscriber has determined that it is in its best interest to join together with other municipal natural gas systems, as listed on Exhibit “A” hereto, to arrive at sufficient numbers to develop and implement a program to provide such service on an economical and effective basis; and

WHEREAS, the Gas Authority has agreed to act as the representative for the Subscribers for the purpose of assisting them to achieve and maintain compliance with federal and state pipeline safety regulations through its Subscribed Regulatory Compliance Service Program (the "Program") contemplated herein.

NOW THEREFORE,

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. <u>Duties of the Gas Authority</u>.

(a) The Gas Authority, as representative for the Subscribers, and using funds provided by the Subscribers pursuant to the terms hereof, shall identify, employ and manage a staff of employees consisting of a manager, one or more field analysts (the “Field Analysts”) and administrative staff, as necessary (collectively, the “Program

Staff”), for the purpose of assisting the Subscribers in achieving and maintaining compliance with federal and state pipeline safety regulations by providing the services listed on Exhibit “B” hereto, which are incorporated herein by this reference (the “Services”). Subject to adequate participation as provided for in Section 5 of this Agreement, delivery of such Services will commence on May 1, 2006. The initial six month period preceding this date is intended to provide the time and resources for Program development.

(b) The Gas Authority shall account for all amounts paid to the Gas Authority under the terms of this Agreement and the Agreements with the other Subscribers separately from other funds of the Gas Authority. Such funds shall be used only with respect to the Program described herein in a manner consistent with the provisions of the hereinafter defined Annual Budget.

(c) The Gas Authority's management function will include administrative employment matters, such as the administration of payroll, health and other employment related benefits for the Program Staff as contemplated in the Annual Budget. The Gas Authority will coordinate the preparation and distribution of the proposed Annual Budget to the Subscribers in accordance with Section 3 of this Agreement and will initiate billing and collecting amounts payable by the Subscribers hereunder. The Subscriber hereby authorizes the Gas Authority to provide the day to day control and management of the Program.

(d) The Executive Committee of the Gas Section of the Georgia Municipal Association will function as the steering committee for the purpose of working with and advising the Gas Authority with regard to the creation and operation of the Program.

2. Duties of the Subscribers.

(a) The Subscriber shall consider a budget prepared by the Gas Authority as set forth in Section 3 hereof with respect to the Program each year (the "Annual Budget"). Each budget will be in effect for the period extending from January 1 to December 31 of each calendar year. The Subscriber hereby acknowledges and approves the Annual Budget for the period beginning January 1, 2006 and ending December 31, 2006, which is attached hereto as Exhibit "C."

(b) Each Subscriber shall pay all amounts due to the Gas Authority as set forth in bills prepared by the Gas Authority as provided in Section 3 hereof.

(c) The Subscriber shall establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Subscriber to pay to the Gas Authority all amounts payable under this Agreement, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Subscriber's gas system, including, but not limited to, all amounts payable in respect of the Subscriber's Gas Supply Contract with the Gas Authority, if any, and any Supplemental Contract thereto.

(d) The Subscriber shall, as practicable and in the sole discretion of the Subscriber, provide administrative support for the Field Analyst(s) assigned to its region as necessary or convenient for the provision of the Services.

(e) The Subscriber shall cooperate with Program Staff and provide such records, data, plans or other documentation or information as may be necessary for the Program and for the Gas Authority to provide the Services and perform its duties set forth in this Agreement.

3. The Budget.

(a) For calendar years subsequent to 2006, the Gas Authority shall prepare an Annual Budget for the Program and will submit the same to the Subscribers at least ninety (90) days prior to the beginning of each calendar year. Each Subscriber may then submit to the Gas Authority, any time until the Annual Budget is adopted, any matters or suggestions relating to such Annual Budget that the Subscriber deems appropriate. The Gas Authority will consider and adopt such Annual Budget not fewer than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective calendar year and shall cause copies of such adopted Annual Budget to be delivered to the Subscribers. As required from time to time during such calendar year (including 2006), after thirty (30) days' notice to the Subscribers, the Gas Authority may adopt an amended Annual Budget applicable to such year based either upon additional political subdivisions and natural gas contractors subscribing to the Program implemented by this Agreement or other factors.

(b) The Annual Budget shall consist of line items, including, but not limited to, the total cash compensation and benefits for the Program Staff, travel, training and other expenses of the Program.

(c) Each Subscriber shall pay its portion of all costs of the Program, including, but not limited to, costs of establishing, implementing and operating the Program (the “Program Costs”) as reflected in the Annual Budget. Such portion shall be determined as the sum of the following components (“Total Subscription Fees”):

1. Base Subscription Fee: Initially established as $6,000 per year per Subscriber, but may be restated annually to increase no more than the Consumer Price Index as posted by the U.S. Department of Labor for the most recent 12-month period available at the time of budget preparation, or to decrease without limit; and

2. Meter Subscription Fee: Initially established as $2.52 per meter per year; calculated as follows thereafter:

Annual Meter Subscription Fee = (Annual Budget – Sum Total of Base Subscription Fees – Sum Total of Natural Gas Contractor Subscription Fees) / Total Number of Subscribers' Meters Installed as of December 31 of the Preceding Year

(d) Total Subscription Fees paid by any single Subscriber shall not exceed the subscription cap, initially established at $50,000 per year. The subscription cap may be increased annually by no more than the Consumer Price Index as posted by the U.S. Department of Labor for the most recent 12-month period available at the time of budget preparation.

(e) The Total Subscription Fees will be allocated and billed monthly to each Subscriber according to the following schedule:

January	20%	July	3%
February	16%	August	2%
March	11%	September	3%
April	5%	October	7%
May	4%	November	10%
June	3%	December	16%

(f) Subscribers that execute this Agreement by October 31, 2005, shall receive a 10% discount on half of 2006 Subscription Fees, to be credited in equal installments during the first six months of this Agreement, beginning November 1, 2005 and concluding April 30, 2006. Subscribers that execute this Agreement after October 31, 2005, shall still pay the full Subscription Fees set forth in Section 3(c) for the period November 1, 2005 through April 30, 2006 (the "Development Period"). Any Subscription

Fees due for the Development Period under the preceding sentence shall be spread evenly over an equal number of future months, not to exceed six (6) months.

(g) Any excess or deficiency in Total Subscription Fees received from the Subscribers during any calendar year shall either be rebated or assessed to the Subscribers on the same basis as calculated in Section 3(c) above, or applied to the next succeeding year's Annual Budget, as determined by the Gas Authority. The Subscription Fees received for November and December 2005 and all associated expenses under the Program for these months shall be included in calendar year 2006.

4. Term of Agreement. The term of this Agreement shall be three years and two months commencing November 1, 2005, and shall be extended thereafter on a year-to-year basis unless terminated by twelve (12) months' prior written notice, sent via certified mail, from the terminating party.

5. Minimum Level of Subscription. Notwithstanding anything herein to the contrary, this Agreement shall not become effective until a sufficient number of Subscribers have executed and delivered this Agreement in order for the Program to be self-sustaining as determined by the Gas Authority in its sole discretion. The Gas Authority shall evidence such determination through its execution of the Agreements executed and tendered by the Subscribers.

6. Additional Subscribers.

(a) Additional Subscribers may be added as parties to the Program by approval of the Gas Authority in its discretion. The Annual Budget shall be adjusted as necessary to serve each additional Subscriber without formal amendment provided that the Initial Subscription Fees are not changed. Additional Subscribers shall be added to a revised Exhibit "A," which shall be provided to the Subscribers from time to time.

(b) The Gas Authority may hire additional Program Staff if in its judgment the increase in the number of Subscribers makes such practicable.

7. Indemnification. The Subscriber hereby agrees that, to the extent permitted by law, it shall indemnify and hold the Gas Authority, including its board, staff and employees, as well as the Program Staff, and the Gas Authority's other Subscribers (collectively, "Indemnified Parties"), harmless from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses) sustained by said Subscriber of any kind or nature as a result of, in whole or in part, any negligent action or failure to act on the part of the Indemnified Parties in connection with the performance or failure to perform any service subscribed to by said Subscriber pursuant to this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

9. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

10. Amendments. Other than the addition of Subscribers as provided in Section 6 above, this contract may not be amended except by instrument in writing executed by all parties hereto.

11. Relationship to Gas Supply Contracts. The Gas Authority has agreed to act as representative for the contracting Subscribers under the terms of this Agreement. This Agreement is separate from and not related to the rights and duties of the parties of this Agreement to the rights and duties of the parties to any Gas Supply Contract, Supplemental Contracts, or other contracts that may have been previously executed or are executed between the Gas Authority and the individual Subscribers in the future. Defaults of the duties of any party or parties under this Agreement shall not affect the validity of the rights and duties of the parties under any other contract that may be operative between the parties.

This the ___ day of _____________, 2015.

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: ____

Name: ______________________________________

Title: ______________________________________

SUBSCRIBER:

CITY OF CARTERSVILLE

By: ____

Name: ______________________________________

Title: ______________________________________

By: ____

Name: ______________________________________

Title: ______________________________________

Exhibit "A"

Subscribing Municipal Gas Systems

Exhibit "B"

Regulatory Compliance Services

1. Records Management – Standard, centralized records demonstrating each Subscriber's compliance with applicable sections of the Pipeline Safety Code. Records will be accessible via the Internet, but also housed at the Subscriber's offices for inspection and reference. Notification service provided, alerting Subscribers in advance of timed maintenance requirements (e.g. leak surveys, cathodic protection surveys, regulator station & relief valve inspections, critical valve maintenance, etc.).

2. Operator Qualification ("OQ") Program – Complete administration of OQ including the facilitation of training, testing and program updating. The foundation of this function will be the OQ Program developed by the Gas Section, Georgia Municipal Association.

3. Report Preparation – Preparation of annual reports required of each Subscriber to the Office of Pipeline Safety and the Energy Information Administration, incident reports, and other reports necessary to comply with federal and state pipeline safety regulations.

4. Regulatory Representation – Monitor changes in regulations and intervene at regulatory agencies on behalf of the Subscribers when necessary, coordinating such intervention through the American Public Gas Association and Southern Gas Association Operations Committees, and other trade associations where appropriate. Represent Subscribers before the Georgia Public Service Commission Office of Pipeline Safety ("OPS") with inspection preparation and response. Build and maintain effective working relationship with the OPS. Conduct regional roundtables and facilitate training as required.

5. System Manuals Maintenance – Assist Subscribers in ensuring new code requirements are integrated into their Operation & Maintenance Manuals, Emergency Plans and Procedures Manuals.

Exhibit "C"

Budget for Calendar Year January 1, 2006 Through December 31, 2006

Program Staff – Compensation & Benefits	$240,600
Gas Authority Reimbursement –	50,000
Officer Oversight, Information Services, General Office Support	
Communications, Equipment, etc.	17,900
Travel & Training	63,800
Supplies	5,500
Professional Fees – Consulting, Legal, etc.	3,500
Total Budget	$381,300

Note: Based on 20 Subscribers with collective meter count of 103,690, and subject to revision in accordance with actual number of Subscribers.

FIRST AMENDMENT TO THE SUBSCRIBED REGULATORY COMPLIANCE SERVICE PROGRAM AGREEMENT

This First Amendment to the Subscribed Regulatory Compliance Service Program Agreement ("Amendment"), is entered into by the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), and the City of Cartersville (the "Subscriber"), a political subdivision of the State of Georgia (capitalized terms used herein but not defined shall have the meaning assigned to such term in the hereinafter defined Agreement);

W I T N E S S E T H
THAT:

WHEREAS, the Gas Authority and the Subscriber have entered into a Subscribed Regulatory Compliance Service Program Agreement (the "Agreement"), dated as of the date thereof; and

WHEREAS, the Gas Authority and the Subscriber have caused to be prepared this Amendment to provide for certain amendments to the Agreement;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. In order to accommodate the revised timeline establishing the Program, the Agreement is hereby amended as follows:

A. Section 1(a) is hereby amended to replace the terms "May 1, 2006" with the terms "September 1, 2006."

B. Section 2(a) is hereby amended to replace the terms "January 1, 2006" with the terms "March 1, 2006."

C. Section 3(f) is hereby deleted in its entirety and a new Section 3(f) is substituted in lieu thereof, as follows:

"(f) Subscribers that execute this Agreement by October 31, 2005 shall receive a 5% discount on the annualized amount of 2006 Subscription Fees to be credited in equal installments during the first six months of this Agreement, beginning March 1, 2006 and concluding August 31, 2006 (the "Development Period"). Subscribers executing this Agreement after February 28, 2006 shall pay the then current Subscription Fees, plus one-twelfth of annualized 2006 Subscription Fees for each month of the Development Period during which the Subscriber was not a party to this Agreement, not to exceed one-half of the annualized 2006 Subscription Fees. Any Subscription Fees due for the Development Period under the preceding sentence shall be spread evenly over an equal number of future months, not to exceed six (6) months."

D. Section 3(g) is hereby amended by deleting the following sentence:

"The Subscription Fees received for November and December 2005 and all associated expenses under the Program for these months shall be included in calendar year 2006."

E. Section 4 is hereby deleted in its entirety and a new Section 4 is substituted in lieu thereof, as follows:

4. Term of Agreement. The term of this Agreement shall be two years and ten months commencing March 1, 2006, and shall be extended thereafter on a year-to-year basis unless terminated by twelve (12) months' prior written notice, sent via certified mail, from the terminating party.

F. Exhibit "C" to the Agreement is hereby replaced with revised Exhibit "C" attached hereto.

Section 2. In order to provide for a more complete definition of "Consumer Price Index," Section 3(c)1 of the Agreement is hereby deleted in its entirety and a new Section 3(c)1 is substituted in lieu thereof, as follows:

"1. Base Subscription Fee: Initially established as $6,000 per year per Subscriber, but may be restated annually to increase no more than the Consumer Price Index for all urban consumers (U.S. City Average) as posted by the U.S. Department of Labor, or, if such index is unavailable, a reasonably comparable index measuring similar statistics (collectively, the "Consumer Price Index"), for the most recent 12-month period available at the time of budget preparation, or to decrease without limit; and"

Section 3. In order to utilize the defined term "Consumer Price Index," Section 3(d) of the Agreement is hereby deleted in its entirety and a new Section 3(d) is substituted in lieu thereof, as follows:

"(d) Total Subscription Fees paid by any single Subscriber shall not exceed the subscription cap, initially established at $50,000 per year. The subscription cap may be increased annually by no more than the Consumer Price Index for the most recent 12-month period available at the time of budget preparation."

Section 4. In order to provide for termination of the Agreement during the initial period, Section 4 of the Agreement is hereby amended by adding the following language at the end thereof:

> "Upon receipt by the Gas Authority of written requests from two-thirds of all Subscribers at any time prior to December 1, 2008 that the Program be terminated, this Agreement shall terminate. The duty to pay amounts due pursuant to this Agreement, which are outstanding on the date of any termination, shall survive the termination of this Agreement. Additionally, upon any termination of the Program, each Subscriber shall reimburse the Gas Authority for such Subscriber's portion of the costs of terminating the Program, if any. The amounts provided for in this Section 4 shall be paid within sixty (60) days of the date of receipt by the Subscriber of a bill from the Gas Authority respecting such amounts."

Section 5. In order to acknowledge and identify the charter Subscribers, Exhibit "A" to the Agreement is hereby replaced with revised Exhibit "A" attached hereto.

Section 6. This Amendment shall be read and taken together with the Agreement as one and the same instrument. The Agreement, as amended by this Amendment, is hereby ratified and affirmed in all respects.

Section 7. This Amendment shall become effective when duly approved and executed and delivered by the Subscriber, and when executed and delivered by the Gas Authority. The Gas Authority will only execute and deliver the Amendment when it has determined that the Amendment or similar amendments have been duly executed and delivered by each of the Subscribers. The Gas Authority shall require that Additional Subscribers added as parties to the Program after the effectiveness of this Amendment enter into an amendment substantially similar to this Amendment.

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: ______________________________

Name: ______________________________

Title: ______________________________

[Signatures Continue on Next Page]

SUBSCRIBER:

CITY OF CARTERSVILLE

By: ____

Name: ______________________________________

Title: ______________________________________

By: ____

Name: ______________________________________

Title: ______________________________________

[Signature Page to First Amendment]

January 18, 2006

Exhibit "A"

Subscribing Municipal Gas Systems

City of Adairsville
City of Americus
City of Camilla
City of Commerce
City of Covington
City of Eatonton
City of Elberton
Fitzgerald Water, Light & Bond Commission
Fort Valley Utility Commission
City of Greensboro*
City of Hartwell
City of LaFayette
City of Louisville
City of Lumpkin
City of Madison
City of Monticello
City of Perry
City of Royston
City of Social Circle
City of Statesboro
City of Sylvania
City of Thomasville
City of Thomson
City of Union Point*
City of Winder

* Tri-County Gas System

Exhibit "B"

Regulatory Compliance Services

1. Records Management – Standard, centralized records demonstrating each Subscriber's compliance with applicable sections of the Pipeline Safety Code. Records will be accessible via the Internet, but also housed at the Subscriber's offices for inspection and reference. Notification service provided, alerting Subscribers in advance of timed maintenance requirements (e.g. leak surveys, cathodic protection surveys, regulator station & relief valve inspections, critical valve maintenance, etc.).

2. Operator Qualification ("OQ") Program – Complete administration of OQ including the facilitation of training, testing and program updating. The foundation of this function will be the OQ Program developed by the Gas Section, Georgia Municipal Association.

3. Report Preparation – Preparation of annual reports required of each Subscriber to the Office of Pipeline Safety and the Energy Information Administration, incident reports, and other reports necessary to comply with federal and state pipeline safety regulations.

4. Regulatory Representation – Monitor changes in regulations and intervene at regulatory agencies on behalf of the Subscribers when necessary, coordinating such intervention through the American Public Gas Association and Southern Gas Association Operations Committees, and other trade associations where appropriate. Represent Subscribers before the Georgia Public Service Commission Office of Pipeline Safety ("OPS") with inspection preparation and response. Build and maintain effective working relationship with the OPS. Conduct regional roundtables and facilitate training as required.

5. System Manuals Maintenance – Assist Subscribers in ensuring new code requirements are integrated into their Operation & Maintenance Manuals, Emergency Plans and Procedures Manuals.

January 18, 2006

Exhibit "C"

Budget for March 1, 2006 Through December 31, 2006

Program Staff – Compensation & Benefits	$143,121
Gas Authority Reimbursement –	41,500
Officer Oversight, Information Services, General Office Support	
Communications, Equipment, etc.	19,830
Travel & Training	32,758
Professional Fees – Consulting, Legal, etc.	1,000
Contingency	11,910
Total Budget	$250,119

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Transco Precedent Agreement

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recomendation:	This agreement will allow us to get firm capacity from Transco through their Dalton Expansion. It will give us a second interstate pipeline and new supply sources. I recommend approval of this agreement. I would also ask that council approve the Mayor signing the Form of Service Agreement when necessary and with the City Attorney's office approval. This agreement is available for viewing at the City Manger's Office, 1 N. Erwin Street.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	N/A
Legal:	This agreement has been approved by the City Attorney's office.
Associated Information:	

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Appalachian Regional Commission Grant Application

SubCategory:	Resolutions
Department Name:	Water Dept
Department Summary Recomendation:	Please find the attached resolution authorizing the Mayor to apply for a grant from the Appalachian Regional Commission. The grant will be for up to $300,000. The funds, if approved, will be used to partially fund the first of a multiphase plan for updating water mains in the DDA area. Specifically, Phase I will address from the Legion Theater to Young Brothers Pharmacy continuing across Main Street along Public Square to Cherokee Avenue. The total cost for Phase I is estimated to be $600,000 to $700,000 depending on final route/design and the complexity of crossing Main Street at Young Brothers. I recommend approval of the resolution for the purpose of funding this project.
City Manager's Remarks:	Your approval of this grant application is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE APPALACHIAN REGIONAL COMMISSION REQUESTING FUNDING IN THE AMOUNT UP TO $300,000.00 FOR REPLACEMENT OF WATER MAIN IN THE DOWNTOWN AREA.

WHEREAS; The City of Cartersville, is seeking to obtain grant funds to construct water main improvements in the Downtown area; and

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

1. **That Matthew J. Santini in his official capacity as Mayor is authorized to execute and file an application on behalf of the Applicant, a city government, with the Appalachian Regional Commission;**

2. **That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the Appalachian Regional Commission;**

3. **That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the Appalachian Regional Commission;**

4. **That the City of Cartersville while making application to or receiving grant funds from the Appalachian Regional Commission will comply with state and federal statutes, regulations, executive orders and administrative mandates as required by said agencies.**

ADOPTED this the day of .

/s/__________________
Matthew J. Santini
Mayor

ATTEST:

/s/___________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Primary #2 Screw Pump Deflector

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	Harrison Contracting was approved by Council to recoat (paint) three additional screws in the FY15_16 budget on 07/02/2015. The preparation for painting includes sandblasting the metal to a “white” finish (bare metal) prior to painting. During preparation of the deflector on the #2 pump they discovered the metal is so thin that sandblasting blows holes through it. The deflector needs to be replaced as there is insufficient metal remaining to patch the existing equipment. Bids for fabrication of a new deflector were requested from the following: Southern Machine and Fabrication — $6,385.00 A&D Machine — No Bid L&L Industries — No Bid I recommend approval of Southern Machine and Fabrication bid in the amount of $6,385.00. This will be paid with operating revenue from account 505.3330.52.2361 – Maintenance – WPCP.
City Manager's Remarks:	Your approval of this bid award is recommended.
Financial/Budget Certification:	This will be paid with operating revenue from account 505.3330.52.2361 – Maintenance – WPCP.
Legal:	
Associated Information:	

Southern Machine & Fabrication
Company, Inc.
18 Commerce Drive
Cartersville, GA 30120
Phone: 770-386-0194
Fax: 770-386-6881

Quotation

Quote To: City Of Cartersville - Biosoli
102 Walnut Grove Road
Cartersville, GA 30120

Quote Number:	45413			**Contact:**	Bart Sears
Quote Date:	07/15/15	**Expires:**	08/14/15	**Inquiry:**	
Customer:	CITY OF CAR			**Terms:**	Net 30
Salesman:	Corky Nall			**Phone:**	
Ship Via:	Vendor Truck			**FAX:**	
FOB:	Origin			**Delivery:**	2 - 3 wks ARO

Item	Part Number / Description	Revision	Quantity	Price
1	FLIGHT DEFLECTOR Fabricate Deflector per sample. Material is 1/4" HRS PLATE Total length is to be 26'10-1/2" Made in 3 sections		1	$6,385.0000 /EA

~~Item # 15~~

By Stephens, Matthew C.
Southern Machine & Fabrication

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Repair Parts Inventory Restock for Water Distribution and Collection

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recomendation:	Bids were accepted for materials needed to restock the repair parts inventory for the Distribution and Collection Division. Bids were as follows: HD Supply $6,694.73 Kendall Municipal $7,853.55 Ferguson Waterworks No Bid Consolidated Pipe Incomplete Bid I recommend purchase of materials from HD Supply for $6,694.73. This is a budgeted item and will be paid with operating revenue from account 505.3320.52.2380 – Maintenance to Mains.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid with operating revenue from account 505.3320.52.2380 – Maintenance to Mains.
Legal:	
Associated Information:	

ı Date 7/20/15 HD SUPPLY WATERWORKS, LTD. Entered by: 8MW

CARTERSVILLE, CITY OF	KENNESAW GA
STOCK	2111 Moon Station Dr
PO BOX 1390	Kennesaw GA 30144
CARTERSVILLE GA 30120	Telephone: 770-423-0583
Telephone: 770-387-5673	Fax: 770-425-8897
Fax: 770-607-1160	

7/17/15 Bid ID: 4268350 D&C STOCK Page 1

ıne	Quantity	Sell Per	Description	Net Price	Extended Price
10	75	EA	EC-23 5/8X3/4 EXPANSION CONN	11.65	873.75
20	100	EA	C44-33GNL 3/4 GJCTS CPLG GRIP (NO LEAD)	13.95	1,395.00
30	25	EA	U48-43-6.5NL 1X3/4 U-BRCH CPXM (NO LEAD)	31.80	795.00
40	50	EA	NG-D4G 3/4 GJ(CTS) NUT & GSKT	3.40	170.00
50	20	EA	525-019000-003 1-1/2 COMP CPLG GALV WITH PROTECTED GASKETS	13.95	279.00
60	20	EA	525-023800-003 2" COMP CPLG ZINC PLATED OD 2.375	19.55	391.00
70	24	EA	3/4XCL STD GALV NIPPLE	.68	16.32
80	24	EA	3/4X6 STD GALV NIPPLE	1.32	31.68
90	36	EA	FSC-238-3R 2X3R WRAP CLAMP	20.75	747.00
ι00	36	EA	FSC-238-6R WRAP CLAMP	38.80	1,396.80
ι10	24	EA	3/4 STD GALV 90 BEND	.57	13.68
ι20	10	EA	4X4 PVC SDR35 SWR TEE GXG	8.60	86.00
ι30	3	EA	INFACT 8X6 MJXMJ FLEX REDUCER	166.50	499.50

Subtotal:	**6,694.73**
Tax:	**.00**
Bid Total:	**6,694.73**

Kendall SUPPLY

Quotation # 0720TM

Date: 07/20/15

WAREHOUSE: 4147 JILES ROAD
KENNESAW, GA 30144
PH: 678-626-3115 OR 678-626-3110 FX: 678-626-3101

Customer	CITY OF CARTERSVILLE
Address	
City	CARTERSVILLE State GA Zip
Phone	Fax
Attention:	TAMMY LAWLER

Job Name	
Sales Rep.	T MARTIN
FOB	DEST
Delivery	
Expires	08/20/15

Qty	Item # / Description	Unit Price	TOTAL
75	EC-23-NL EXPANSION CONN ¾	$15.05	$1,128.75
100	C44-33-NL COUPLINGS ¾ PJ	$13.75	$1,375.00
25	U48-43-7.5-NL U BRANCH 1 X ¾ PJ	$35.50	$887.50
50	NG-D4 GRIP ASSEMBLY ¾	$3.70	$185.00
20	1.5 DRESSER COUPLINGS	$30.55	$611.00
20	2 DRESSER COUPLING	$32.95	$659.00
24	¾ X CL GALV NIPPLE	$0.55	$13.20
24	¾ X 6 GALV NIPPLE	$1.20	$28.80
36	FSC-238-3R WRAP CLAMP 2 X3	$21.55	$775.80
36	FSC-238-6R WRAP CLAMP 2 X 6	$39.95	$1,438.20
24	¾ GALV 90 BEND	$0.95	$22.80
10	4 X 4 SDR35 TEE GASKET	$9.85	$98.50
3	8X6 INFACT RED CPLG	$210.00	$630.00

Net 30 Tax %: 0%

Page 1 of 1

Quote good for days

SubTotal	$7,853.55
Shipping & Handling	$0.00
Taxes	$0.00
TOTAL	$7,853.55

Kendall Municipal Supply
Terry Martin- Branch Manager- Terrymartin@kendallsupply.com
PH 678-626-3115 OR FAX 678-626-3101
Your #1 Municipal Water and Sewer Needs Provider
A division of Kendall Supply, Inc.

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Pole Attachment Inventory

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	In accordance with the Joint Use and Pole Attachment Agreements between the City and the cable and phone companies attached to its poles, a third party inventory is to be conducted every 5 years. A third party inventory ensures pole rent is up to date, identifies unauthorized attachments to gauge compliance with permitting and ensures maps are correct. A third party that is agreed upon between all parties is preferred so that one contractor represents everyone involved. Each entity will share in the cost of the inventory as well. Contractors must meet certain criteria to be considered. ECG has vetted several qualified contractors and received pricing. The best, overall proposal must meet quality requirements and be accepted by all parties. UC Synergetic has been selected to perform this inventory based on these results. Total cost per pole is $1.60 each, with approximately 5,000 pole, for an approximate total cost of $8,000. This is a budgeted item. The electric department recommends that council approve UC Synergetic to perform the pole attachment count.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Keith has reviewed the contract.
Associated Information:	

electric cities of georgia inc.

Inventory of Poles and Attachments

Overview:

In accordance with the Joint Use and Pole Attachment Agreements between the City and the cable and phone companies attached to its poles, a third party inventory is to be conducted every 5 years.

A third party inventory ensures pole rent is up to date, identifies unauthorized attachments to gauge compliance with permitting, and ensures maps are correct.

Process:

Contractor visits each pole within the Cartersville Electric system and records the following:

- Pole Owner
- Number of attachments to pole by entity
- Transfers needing to be made
- Poles ready to be pulled
- Obvious safety violations

Deliverables:

- Map files with above information added
- Summary of findings

Contractor Selection:

A third party that is agreed upon between all parties (City, Phone, CATV) is preferred so that one contractor represents everyone involved. Each entity will share in the cost of the inventory as well.

Contractor must meet certain criteria to be considered. ECG has vetted several qualified contractors and received pricing. The best, overall proposal must meet quality requirements and be accepted by all parties. UC Synergetic has been selected to perform this inventory based on these results.

Cost:

Total cost is $1.60 per pole. Cost will be shared among Cartersville, ATT, and Comcast. With approximately 5,000 poles, the final cost to Cartersville will be approximately $2,500.

1470 Riveredge Parkway NW | Atlanta, Georgia 30328 | www.ecoga.org

at&t

Jonathan To
Respond To
3/23/15

February 20, 2015

City of Cartersville
Electric Director
320 S. Erwin St
Cartersville GA 30120

RE: Joint Use Pole Inventory

Dear Sir or Madam:

The Joint Use Agreement between our companies states that physical inventories will be conducted every **five (5)** years. My records indicate that the last joint use pole inventory was conducted **2006**.

Please indicate your intentions below so that we can schedule and budget for an inventory as appropriate.

Sincerely,

Terri Rosamond

Terri Rosamond, Mgr OSP Planning & Design
2300 Northlake Ctr Dr - Room 501A
Tucker, GA 30052
404-532-7703

☐ Conduct Inventory in **2015.**

☐ Defer Inventory until **2016.**

____
Signature (Power Company)

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Right-of-Way Clearing and Maintenance Service Contract

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recomendation:	The electric department is ready to award the Right-Of-Way Clearing and Maintenance Service Contract. Electric Cities of Georgia (ECG) accepts bids for this work according to the Request for Proposal (Exhibit A on the contract). Because of the size of this document it is not attached and can be reviewed in the electric department. The electric department recommends that the council award the Right-Of-Way Clearing and Maintenance Service Contract to Trees Unlimited for the following reasons: ***Trees Unlimited has been doing our tree work for over 9 years and they know our system. They require minimal supervision. ***Tree Unlimited does quality work with few customer complaints. ***Trees Unlimited is headquartered out of Cave Springs, GA with the low cost bidder headquartered in Virginia. ***Trees Unlimited has the 2nd lowest bid which is .64 cents per crew hour more than the lowest bid. This amounts to $665 over the FY15-16 contract period. We budgeted $95,900.00 for FY15-16 which is the same amount budgeted in FY14-15.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed the contract.
Associated Information:	

ECG
electric cities of georgia

December 29, 2014

Wendell Hicks
Trees Unlimited
Po Box 10
Cave Spring, GA 30124

Dear Wendell,

This is to acknowledge acceptance of your request to extend the FY14 Right-of-Way Maintenance proposal through December 31, 2015 with a 1% increase to the hourly rate. This letter also acknowledges acceptance of your proposal as our alternate award and will be offered to members participating in the ECG Right-of-Way Maintenance program through the end of 2015.

I look forward to continuing to work with you throughout the year.

Sincerely,

Jonathan Leake
Coordinator, Aggregated Services

Cc: Holly Bisig
Ellen Richardson

2015

~~2014~~ Recommendations

Right-of-Way and Clearing and Maintenance Service

2015

1% INCREASE = 88.88 89.52 99.46

Recommendation	1st	2nd	3rd
Georgia	Burford's Tree Inc	Trees Unlimited	Asplundh
Albany	$88.00	$88.64	$98.48
Calhoun	$88.00	$88.64	$98.48
Cartersville	$88.00	$88.64	$98.48
College park	$88.00	$88.64	$98.48
Commerce	$88.00	$88.64	$98.48
Douglas	$88.00	$88.64	$98.48
East Point	$88.00	$88.64	$98.48
Fort Valley	$88.00	$88.64	$98.48
Grantville	$88.00	$88.64	$98.48
Griffin	$88.00	$88.64	$98.48
LaFayette	$88.00	$88.64	$98.48
Monroe	$88.00	$88.64	$98.48
Norcross	$88.00	$88.64	$98.48
Oxford	$88.00	$88.64	$98.48
Quitman	$88.00	$88.64	$98.48
Sylvester	$88.00	$88.64	$98.48
Thomaston	$88.00	$88.64	$98.48
West Point	$88.00	$88.64	$98.48

*Hourly rate, 3 Man Crew as specified

Contact Info:

Burford's Tree Inc	Jason Mitchell	(678) 378-2110
Trees Unlimited	Wendell Hicks	(706) 252-5339
Asplundh	Wilmer McWhirter	(404) 661-0769

2014 Recommendations
Right-of-Way and Clearing and Maintenance Service

Recommendation	1st	2nd	3rd
Georgia	**Burford's Tree Inc**	**Trees Unlimited**	**Asplundh**
Albany	$88.00	$88.64	$98.48
Calhoun	$88.00	$88.64	$98.48
Cartersville	$88.00	$88.64	$98.48
College park	$88.00	$88.64	$98.48
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Norcross	$88.00	$88.64	$98.48
Oxford	$88.00	$88.64	$98.48
Quitman	$88.00	$88.64	$98.48
Sylvester	$88.00	$88.64	$98.48
Thomaston	$88.00	$88.64	$98.48
West Point	$88.00	$88.64	$98.48

*Hourly rate, 3 Man Crew as specified

Contact Info:

Burford's Tree Inc	Jason Mitchell	(678) 378-2110
Trees Unlimited	Wendell Hicks	(706) 252-5339
Asplundh	Wilmer McWhirter	(404) 661-0769

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Park Play Systems

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	After being legally advertised, bids were accepted for Park Play Systems - Bid #15-003. Park Play System Bid #15-003 includes 3-component play systems, 12-spring riders and installation of all equipment. The new component play systems will replace the existing play systems in Dellinger Park and Cartersville Sports Complex. All returned bids met bid specifications and included all required documents including; list of play system components with manufacturer's specifications and warranty, play systems design, completed proposal form, Certificates of Insurance, bid bond, and SAVE/E-verify documentation. As stated in bid package, Parks and Recreation Department is performing site preparation, installing resilient surfacing and bordering materials for all play systems. Pending GameTime-PlayCore c/o Dominica Recreation Products providing the required Performance and Payment bonds and signing the appropriate agreement created by city attorney I recommend the low bid from GameTime - Dominica Recreation Products, Inc. in the amount of $185,825.00 for the 3-play systems, 12-spring riders and installation of all items. GameTime is manufacturer of these play systems and riders and is an industry leader in playground equipment manufacturing. This projected is being funded by the park bond approved by our citizens in November 2014.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid for with the GO Recreation bond proceeds issued in December 2014.
Legal:	
Associated Information:	

Park Play System - Bid 15-003 - Bid Results

Vendor	Bid Price	Complete Proposal Form	Design	List of Components	ManufacturerSpecifications	Bidder's SAVE	Bidder Everify	Bidder Sub-Contractor Everify	Installer Cert. of Workers Comp.	Installer Cert. of NPSI	Installer Contractor Everify	Installer Subcontractor Affidavit	Bid Bond	
Great Souther Recreation 2441 - Q Old Fort Parkway Murfreesboro TN 37128 1-800-390-8438	$187,750.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Hasley Recreation PO Box 489 Flowery Branch GA 30542 770-965-4042	$228,995.17	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Bliss Prod. & Services INC 6831 S. Sweetwater Rd. Lithia Springs GA 30122 800-248-2547	$217,928.05	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Dominca Recreatioin Prod PO Box 520700 Longwood FL 32750 800-235-2440	$185,825.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Playworx Playsets Main 2550 Sandy Plains Rd. Suite 225 #348 Marietta GA 30066 404-427-5270	$203,290.15	Yes	Yes	Yes	Yes	Yes	Yes	No - NA	No-NA	Yes	No-NA	No-NA	Yes	

Item # 19

Attachment number 1 \nPage 1

Attachment number 1 \nPage 2

Item # 19

City of Cartersville, Georgia

PARK PLAY SYSTEMS
#15-003
PROPOSAL FORM

TO: THE CITY OF CARTERSVILLE, GEORGIA
P O BOX 1390, CARTERSVILLE GA 30120-1390
ATTN: GREG ANDERSON

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE **THREE – (3) PLAY SYSTEMS and TWELVE – (12) SPRING RIDERS AND THE INSTALLATION OF THE THREE – (3) PLAY SYSTEMS AND TWELVE – (12) SPRING RIDERS** FOR MONETARY CONSIDERATIONS:

A. Complete Sum Bid Price for Play System Projects items listed herein:

$ 185,825.00

BIDDER: PlayCore Wisconsin DBA GameTime BY: Rob Dominica

TITLE: Pres/drp SIGNATURE:

ADDRESS: ~~PO Box 520700~~
Longwood, FL. 32752

PHONE NUMBER: 800-432-0162 EMAIL robd@gametime.com

MANUFACTURER: GameTime

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE
#71929

07/09/2015

Park Play System

City of Cartersville
Attn: Greg Anderson
100 Pine Grove Road
P.O. Box 1390
Cartersville, GA 30120
Phone: 770-607-6173
Fax: 770-387-5624

Ship To Zip: 30120

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	95023	Game Time - PSPlus Carolina	$29,396.00	$15,579.88	$15,579.88
1	95135	Game Time - Triple Stack	$41,083.00	$21,773.99	$21,773.99
1	RDU	Game Time - 95034 Littleton (2015)	$160,915.00	$85,284.95	$85,284.95
1	RDU	Game Time - 12 Total Spring Animals with in Ground Coil Springs - *Owner's Choice of style*	$12,420.00	$11,132.60	$11,132.60
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - *Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!*	$43,000.00	$43,000.00	$43,000.00

Site Preparation, Safety Surfacing & Borders by Others.

SubTotal:	$176,771.42
Freight:	$9,053.58
Total Amount:	**$185,825.00**

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by Game Time Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions. Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. If playground equipment, installer will be NPSI and Factory Trained and Certified. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Civic Plus 2015 Invoice - City Website

SubCategory:	Bid Award/Purchases
Department Name:	City Admin
Department Summary Recomendation:	Annual invoice from Civic Plus for website. Approval is recommended.
City Manager's Remarks:	This invoice is over $5,000 and therefore requires your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Statement

Date 7/15/2015
Amount Due $12,696.43
Terms Net 30

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

302 S 4th St. Suite 500
Manhattan, KS 66502
888-228-2233

Bill To

Rebecca Bohlander
City of Cartersville
PO Box 1390
Cartersville GA 30120

Date	Description	Charge	Payment	Balance	Open Amo...	Terms	Due Date	PO/Check #
7/1/2015	Invoice #154740	12,696.43		12,696.43	12,696.43	Net 30	7/31/2015	

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
12,696.43	0.00	0.00	0.00	0.00	$12,696.43

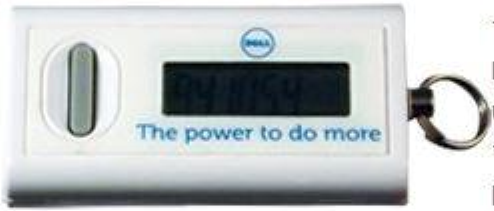
A Finance Charge of 2.9% Per Month Will Be Added To Past Due Accounts

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Dell Computers Dual Authentication Hardware

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department has researched options to increase security for logging into city computers. Currently city employees only have to enter their password to log into a city computer. This is not a perfect solution and if employees just leave their passwords at their desk, then anybody can log into a city computer. Staff has researched dual authentication hardware where employees would have to enter their password and a second random number that is generated from the dual authentication token. The cost for this system is $17,940 and is not a budgeted item, however, funds are available within the Fiber Department budget. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Defender Go-7



The Defender Go-7 is very small, and features a high contrast LCD display and a single button. This combination offers the ultimate in user-friendliness and high security: One push on the button and the Defender Go-7 shows a unique one-time password on its LCD display. The user then enters this one-time password into their application login screen.

Supplier	Manufacturer	Battery Life	Replaceable Battery	User Programmable
Vasco	DigiPass	5 yrs	No	No
Token Storage	Dimensions	Weight	Warranty	Waterproof
Local device	9.5h x 25w x 48d mm	13 gms	3 years	IPx7 (1 meter during 30 min)

Dell Software

Quotation

For CITY OF CARTERSVILLE GA

Attn:

Steven Grier

Phone # +1(770) 607-6299
Email: sgrier@cityofcartersville.org

Date	7/23/2015		
Quote #	1-1VJE3AN	**Rev #**	1
Valid From	7/20/2015	**Through**	8/19/2015
Sales Rep	Kyle Thorp		
Phone #	+1(614) 726-4870 x64870	**Fax #**	

Bill To
CITY OF CARTERSVILLE GA

Steven Grier

1 N Erwin St
CARTERSVILLE, GA 30120
United States

Ship To
CITY OF CARTERSVILLE GA

Steven Grier

1 N Erwin St
CARTERSVILLE, GA 30120
United States

End User
CITY OF CARTERSVILLE GA

Steven Grier

1 N Erwin St
CARTERSVILLE, GA 30120
United States
sgrier@cityofcartersville.org

Line	Part #	Product	Qty		H/W & # of CPU's	Extended Price
1	DEN-PGO-PK	DEFENDER WITH UNIVERSAL SOFT TOKEN LICENSE/MAINT PACK				
Delivery Method: Electronic			100	$36.40 each		$3,640.00
2	DEN-PGO-PB	DEFENDER W/UNIVERSAL PACK PER USER LICENSE/MAINT				
Delivery Method: Electronic			100			
3	DDN-PGO-PL	DEFENDER UNIVERSAL SOFT TOKEN W/UNIVERSAL PACK PER USER LICENSE ONLY				
Delivery Method: Electronic			100			
4	DGS-PGO-PK	DEFENDER WITH GO-7 TOKEN HARDWARE LICENSE/MAINT PACK				
Delivery Method: Electronic			250	$52 each		$13,000.00
5	DGS-PGO-PB	DEFENDER W/GO-7 PACK PER USER LICENSE/MAINT				
Delivery Method: Electronic			250			
6	DGS-PGO-CH	DEFENDER GO-7 TOKEN W/GO-7 PACK HARDWARE				
Delivery Method: Physical			250			

Dell Software

Quotation

7	YBK-PGO-PK	DEFENDER WITH YUBIKEY HARDWARE LICENSE/MAINT PACK		
Delivery Method: Electronic			25	$1,300.00
8	YBK-PGO-PB	DEFENDER W/YUBIKEY PACK PER USER LICENSE/MAINT		
Delivery Method: Electronic			25	
9	YBI-PGO-CH	DEFENDER YUBIKEY W/YUBIKEY PACK HARDWARE		
Delivery Method: Physical			25	

Payment Terms: Net 30

Subtotal	**$17,940.00**
Estimated Tax	**$0.00**
Total	**$17,940.00**

Dell Software Inc.
5 Polaris Way, Aliso Viejo, California 92656
Tel 800.306.9329 - Fax 949.754.8999

City of Cartersville

City Council Meeting
8/6/2015 7:00:00 PM
Citizen Survey Presentation

SubCategory:	Other
Department Name:	City Admin
Department Summary Recomendation:	Safety Services, Mobility, Natural Environment Services, Built Environment Services and Economic Development.
City Manager's Remarks:	No action is required on the part of City council relative to this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	