

Duluth



Nancy Harris, Mayor
Jamin Harkness, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Greg Whitlock, Post 5

**WORK AGENDA
MAYOR AND COUNCIL
CITY OF DULUTH, GA
3167 Main Street
Duluth, GA 30096**

MAY 9, 2022, CITY HALL COUNCIL CHAMBERS 6:00 pm

*The leaders and staff of the City of Duluth are dedicated to ensuring that Duluth is:
an Attractive Destination, a Quality Community, a World Class Government,
and promotes a Sustainable Economic Environment.*

5:30 P.M. – AGENDA REVIEW Main St. Conference Room

6:00 P.M. - CALL TO ORDER Mayor Harris or Mayor Pro tem Whitlock

I. EXECUTIVE SESSION

It may be necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

INVOCATION OR MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

II. ANNOUNCEMENTS

1. AGENDA CHANGES (IF NECESSARY)

PLEASE NOTE: This and other City meetings may be audio and/or videotaped for broadcast, transcription and/or archival purposes. As set forth in the Americans with Disabilities act (ADA) of 1990, the City of Duluth government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities and complies with the requirements contained in section 35.107 of the Department of Justice regulations. All agenda packets may be converted to WCAG 2.0 compatibility format by emailing agenda@duluthga.net. In addition, any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Duluth government should be made seven days prior to the event. Direct inquiries to the ADA Coordinator in the City Clerk office, located at 3167 Main Street, Duluth, GA. 30096, or by telephone at 770.476.3434.

2. UPCOMING EVENTS – visit www.duluthga.net/events for a detailed listing

III. CEREMONIAL MATTERS

1. GEORGIA HOUSE RESOLUTION 1222 – KELVIN KELKENBERG

Ga. State Senate Representative Beth Moore will present Georgia House Resolution 1222 honoring the life and memory of former member of Council Kelvin "Kelly" Kelkenberg.

2. APPRECIATION FOR SERVICE – DULUTH PUBLIC ART COMMISSION

Mayor and Council to recognize the service of former Duluth Public Art Commission members Mary Buck and Kathleen Innes. Both served during COVID, which affected the committee's ability to work on projects and availability to meet; Kathleen was very active with the Red Cross emergency services during this time. Mary was the DPAC project lead on the two recent Stormwater murals, "Ripple Effect" and "Gently Down the Stream." The committee appreciates their volunteerism and enthusiasm for the arts in Duluth!

3. APPRECIATION FOR SERVICE – EMPLOYEE BENEFITS/AUDIT REVIEW COMMITTEE

Mayor and Council to recognize the service of former Employee Benefits and Audit Review Committee (previously titled Finance Committee) members Susan Porteous, John Monk, and John Howard.

Ms. Porteous served in various leadership roles on the Committee since 2008, recently co-chaired the Committee in 2018 with John Monk, and chaired the Committee from 2019 to 2021.

Mr. Monk has served in various leadership roles on the Committee since 2013, recently chaired the Committee from 2014-2017 and co-chaired in 2018 with Ms. Porteous. He recently retired as a Certified Public Accountant, operating his business inside city limits since 1994. John and his family also donated to the city the replicas of old City structures and two prints which are on display in City Hall.

Mr. Howard was first appointed in 2013, and recently resigned from the Committee due to health issues. He previously served on the Citizens SPLOST and Citizens Budget Committee for the City. Mr. Howard is unable to attend tonight's meeting, but he expressed his thanks for allowing him to serve the city.

4. APPRECIATION FOR SERVICE – PARKS & RECREATION BOARD

Mayor and council to recognize the service of former Parks & Recreation Advisory Board member Jim Hall. Mr. Hall served on the Parks & Recreation Advisory Board from 2017-2021. Mr. Hall also served on City Council from 2002-2007. Mr. Hall was critical in contributing to the many successful park and community projects such as The Rodgers Bridge Park (Bridge and Trailhead projects), Taylor Park Playground improvements, DPAC Art Park projects at W.P. Jones Park, Bunten Road Park, as well as Rodgers Bridge Park, the alcohol policy for

social rentals at park facilities, established and supported department procedures during the COVID crisis, and lastly the Bunten Youth Basketball Recreational League and the Pickleball programs.

5. APPRECIATION FOR SERVICE – DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Mayor and Council to recognize the service of former DDA member Pam Smith for her service to the Downtown Development Authority from March 2014 to March of 2022. Ms. Smith was critical in providing the needed quorum at moment's notice for crucial DDA meetings. During her tenure, such projects as Parsons Alley, Parking Deck/Marriott Hotel, Everleigh Duluth, Park at Parsons, THRIVE COWORKING, and Paver Lot improvements were approved by Ms. Smith and her fellow DDA members. She and her husband Larry operated the much beloved 2 Smith Art Gallery in the heart of Downtown. She and Larry are now enjoying a much-deserved working retirement devoting their hours to painting. Please join me in honoring Ms. Smith for her 8 years of service.

6. APPRECIATION FOR SERVICE – ASSOCIATE JUDGE

Mayor and Council to recognize the service of former associate judge Tiffany P. Porter. Ms. Porter who served as an associate judge of the Duluth Municipal Court from March 2020, until her election as Gwinnett County Tax Commissioner. Ms. Porter brought extensive expertise to her judicial position, and the city is sincerely grateful to Ms. Porter for her commitment to the City and its municipal court.

IV. MATTERS FROM CITIZENS

Maximum of five (5) minutes per person. Sign-up sheet available.

V. CONSENT AGENDA

1. APPROVAL OF APRIL 11, 18 & 25 MINUTES
2. AMENDMENT TO SOLID WASTE CONTRACT – REPUBLIC

Approval of this item authorizes the Mayor and/or City Manager to execute an amendment to the Solid Waste Contract with Republic Services.

3. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – REVENUE LOSS

The US Department of the Treasury has determined the City of Duluth is eligible to receive \$11,057,077 in funding through the Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan. Part of this funding provides fiscal relief to governments that have experienced revenue loss due to the COVID-19 public health emergency. Funding equal to the amount of revenue loss may be used to pay for "government services". This generally includes any service traditionally provided by the government, including construction of roads and other infrastructure, provision of public safety and other services.

The City has two options for how to determine their amount of revenue loss. The first option is to elect a "standard allowance" of \$10 million to spend on government services or the second option is to calculate actual revenue loss according to the formula articulated on the final rule.

The option selected must be recorded on the US Treasury's program expenditure reporting website and cannot be changed once the election is made. Approval of this item accepts Staff's recommendation for the City to elect the standard allowance for revenue loss.

4. 2022 EVENT CALENDAR AND WAIVER REQUESTS

Approval of this item acknowledges that the following events are deemed sponsored or cosponsored by the City of Duluth. Approval of this item also waives food service requirements per Section 26-2-370 of O.C.G.A., which exempts food vendors from having to obtain said permits provided that the event lasts 120 hours or less. The waiver applies to signage fees and signage location requirements provided that the City Clerk and Public Works Director are given a list of where signs will be erected throughout the City for promotion of approved events. Events labeled Open Zone will allow alcohol to be purchased from licensed merchants within the downtown area and carried out as well as allow coolers to be brought into the designated area. All other events taking place in downtown fall under the Licensed Merchant Zone that allows alcohol to be purchased from the downtown licensed merchants and carried out into the downtown area.

May

- 13 - Fridays-N-Duluth
- 20 - Fridays-N-Duluth
- 21 - Duluth Wildcat 5k
- 27 - Fridays-N-Duluth

June

- 3 - Fridays-N-Duluth
- 3 - Flicks on the Bricks
- 10 - Fridays-N-Duluth

June

- 12 - Duluth Farmers & Artisan Market
- 17 - Fridays-N-Duluth
- 24 - Fridays-N-Duluth
- 25 - Viva Las Duluth

July

- 1 - Fridays-N-Duluth (Kick off to the Fourth)
- 8 - Fridays-N-Duluth
- 10 - Duluth Farmers & Artisan Market
- 15 - Fridays-N-Duluth
- 22 - Fridays-N-Duluth
- 23 - Summer Stage Concert (Open Zone)
- 27 - Back-to-School Bubblepalooza

29 - Fridays-N-Duluth

August – Art Month

- 3 - Seek Duluth
- 5 - Fridays-N-Duluth
- 5 - Flicks on the Bricks
- 12 - Fridays-N-Duluth
- 12 - DFAL Art Walk
- 14 - Duluth Farmers & Artisan Market
- 19 - Fridays-N-Duluth
- 24 - Cinema @ Red Clay
- 26 - Fridays-N-Duluth/Lantern Parade

September

- 2 - Fridays-N-Duluth
- 2 - Flicks on the Bricks
- 9 - Fridays-N-Duluth
- 10 - Duluth Fall Festival Concert (Open Zone)
- 11 - Duluth Farmers & Artisan Market
- 16 - Fridays-N-Duluth

October

- 1 - Duluth on Tap
- 6 - Cinema at the Red Clay
- 9 - Duluth Farmers & Artisan Market
- 22 - Rocky Horror Picture Show
- 29 - Howl on the Green

November

- 3 - Cinema at the Red Clay
- 13 - Duluth Farmers & Artisan Market

December

- 1 - Cinema at the Red Clay
- 3 - Deck the Hall
- 11 - Duluth Farmers & Artisan Market
- 17 - Cookies & Cocoa with Santa

VI. PUBLIC HEARINGS

1. FISCAL YEAR 2023 BUDGET

City Manager James Riker to present. Per the State Code of Georgia, the Mayor and Council to hold a public hearing to receive public comments on the proposed FY 2023 Annual Operating and Capital Projects Budget. Prior to this public hearing, staff and Council reviewed the proposed FY 2023 budget. The City Manager will present the strategic vision statements of the City and the proposed balanced FY 2023 budget. A second public hearing will be held

on Monday June 13, 2022, at the regularly scheduled meeting of the Mayor and Council. Following the second public hearing an ordinance adopting the FY 2023 budget will be presented for consideration.

VII. NEW BUSINESS

1. ORDINANCE TO AMEND BUDGET - \$145,000 – HOTEL/MOTEL TAX

The City began receiving Hotel Motel Excise Tax revenue in May 2021 after the opening of the first hotel on downtown Duluth. The City's Hotel Motel Excise Tax Fund budget for FY22 was based on information from other city governments and the limited knowledge of actual revenue and expenditure history. Current year activity in this fund has exceeded staff estimates of the revenue to be received and the payout from the fund. For this reason, staff is requesting \$145,000 be added to Hotel Motel Tax Fund - Hotel Motel Excise Tax revenue and the following expenditures be added to Hotel Motel Tax Fund - Tourism - Transfer to General Fund \$114,773 and Payments to Other Agencies \$30,227. The Mayor and Council are asked to consider ordinance BA-FY22-34 to amend the FY22 budget as presented.

2. AUTHORIZATION FOR CONSTRUCTION AGREEMENT–NORFOLK SOUTHERN

To construct the Davenport Road extension across the railroad tracks, remove the existing at-grade crossing at South Peachtree Road, and make improvements to the at-grade crossing at Brock Road, the City must enter into a formal construction agreement with Norfolk Southern Railroad. Norfolk Southern will procure materials for and construct the actual appurtenances within the crossing proper. The City's Road contractor will pick up on either side at each location with the remainder of the construction work. The city will reimburse Norfolk Southern for their costs as the project is constructed, which are documented in the construction agreement and estimated to be \$1,497,263 for this scope of work. Staff is requesting Council approval of the construction agreement, which has been reviewed and approved by the City attorney.

Should Council approve the construction agreement with Norfolk Southern, staff is requesting a budget amendment to fund the construction. Funding for the construction will come from 2017 SPLOST funds and will be added to the existing Davenport Road capital project budget. Approval of this item approves ordinance (BA-FY22-35) to add \$1,497,263 in 2017 SPLOST Transportation funds to the Davenport Road Extension - Infrastructure line item, including related transfers. This agreement is the first of three anticipated agreements that must be executed with Norfolk Southern in advance of construction. (A second construction agreement will be forthcoming for the quiet zone at SR 120, and a third for right-of-way leasing at each crossing.)

3. QUIT CLAIM DEED – DAVENPORT ROAD SIGNAL/SIDEWALK – CD#55

When installing infrastructure on a State Route, all appurtenances must be wholly contained within the State's right of way. In the case of Davenport Road, the addition of the signal at

Buford Highway and sidewalk installation will require a small amount of right of way to be quit claimed to the State.

The attached exhibits/quit claim deed with attachment has been reviewed by Georgia Dept of Transportation (GDOT) and the City Attorney, and shows the necessary right-of-way required for the project prior to the start of construction.

Mayor and Council to consider approval of the quit claim agreement and further authorize the Mayor execute it. From there the City Attorney will file with Gwinnett County and staff will forward to GDOT.

4. APPROVAL OF CONTRACTS – DAVENPORT/QUIET ZONE GDOT MAINTENANCE

When installing infrastructure and/or landscaping on Georgia DOT right of way, local governments are required to enter into formal agreements for the maintenance of said infrastructure and landscaping. In the case of the Davenport Road project, landscaping is being installed/adjusted on Buford Highway (SR 13) and SR 120, as well as a new signal being installed on Buford Highway at its intersection with Davenport Road. The signal will be maintained by Gwinnett County through an ongoing agreement the State has with the County, and the landscaping at both locations will be maintained by the city. The Mayor and Council to consider approval of the attached exhibits outlining the standard Georgia Dept. of

Transportation (GDOT) requirements for maintenance. Both agreements have been reviewed by the City Attorney and must be signed prior to construction.

5. AUTHORIZATION FOR QUIT CLAIM DEED – BUFORD HIGHWAY CORRIDOR

The Mayor and Council to consider approving a quit claim deed for the Buford Highway Corridor.

In 1987, Georgia Dept. of Transportation (GDOT) acquired right-of-way for the widening of Buford Highway (SR 13). At that time, it was customary for impacted side roads to be temporarily put on state route in order to be able to reconstruct how they tie into the new or widened main road. Georgia DOT took control of all the side roads that were impacted by that project and intended to restore them to their original owners at the conclusion of the widening project.

Over time, Georgia DOT fell behind in quit claiming the rights-of-way of locally maintained roads back to the local governments. Staff recently requested GDOT quit claim our rights of way back to us so that potential redevelopments along Buford Highway are not impacted by GDOT's temporary ownership of the local side roads.

Staff and GDOT went through the list of roads impacted by GDOT's 1987 widening project for Buford Highway and GDOT developed an exhibit (attached) to allow each to be returned to us. Council will need to accept the quit claim deed from GDOT in order to formally abandon any of these rights-of-way, as needed. The quit claim deed and the exhibit have been reviewed and approved by the City Attorney.

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORDINANCE TO AMEND BUDGET – MINI WAREHOUSE PURCHASE

As part of the Davenport Road Extension capital project, the City of Duluth entered into an Option Agreement for the Sale and Purchase of Real Property with Duluth Mini Warehouse, LLC on July 10, 2019. As part of the agreement, the City paid a \$400,000 Option Payment, for the exclusive and irrevocable option to purchase the property based on the terms of the agreement. The agreement allows the City to purchase the property any time prior to the option termination on July 1, 2023. The agreement further calls for the payment of an additional \$1,000,000 and \$8,000 per month for every month remaining in the forty-eight-month option period (7-1-19 to 6-1-23). The City intends to close on the property June 1, 2022, requiring an additional payment of \$104,000 for the 13 months remaining in the option period. In addition, the City is responsible for City of Duluth and Gwinnett County property taxes, title insurance and recording fees. Taxes and fees on the purchase property are estimated to total an additional \$15,491.98. The total purchase cost of the Duluth Mini Warehouse (Parcel R6293-004) is \$1,119,491.98. Funding for the purchase of the Duluth Mini Warehouse will come from 2014 SPLOST and 2017 SPLOST. Approval of this item approves ordinance (BA-FY22-36) to add \$47,277.99 in unallocated 2014 SPLOST funds and \$1,072,213.99 in unallocated 2017 SPLOST funds to Davenport Road Extension (CD-55) Land line item, including associated transfers.

2. ORDINANCE TO AMEND BUDGET – \$13,379 – INSURANCE CLAIM

In January of this year, a clogged sanitary sewer line at Bunten Road Park that services the women's restroom and adjacent concession stand, backed up causing flooding in both facilities. The clog was removed from the sewer line and Full Circle Restoration was contracted to clean both the concession stand and restroom building. In addition, Heard Home Improvement was hired to replace the cabinets and backsplash in the concession stand. A claim for the damage was filed with our insurance carrier and the City received a settlement of \$13,379.37 for the repairs. Staff is requesting the funds from the insurance settlement be added to the budget to offset these expenditures. Approval of this item approves ordinance (BA-FY22-37) to add the insurance settlement of \$13,379 to City Manager - City Manager's Office - General Emergency Repairs line item.

IX. MATTERS FROM COUNCIL

X. MATTERS FROM CITY MANAGER

XI. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is a work session for May 23, 2022, at 5:30 p.m.



**DRAFT MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
APRIL 11, 2022**

PRESENT: Mayor Harris, Council members Harkness, Thomas, Doss, Graeder, and Whitlock, City Manager, Department Directors, City Attorney

A work session was held prior to the regular scheduled meeting to allow the elected officials to discuss this evening's agenda items. No other items were discussed, and no action was taken.

Mayor Harris called the meeting to order at 5:40 p.m.

I. EXECUTIVE SESSION

It was necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

A motion was made by Councilmember Whitlock, seconded by Councilmember Thomas, to adjourn to executive session at 5:40 p.m.

**Voting for: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

After the discussion, a motion was made by Councilmember Harkness, seconded by Councilmember Graeder, to return to regular session at 5:50 p.m.

**Voting for: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

Mayor Harris called for a Moment of Silence, followed by the Pledge of Allegiance

II. ANNOUNCEMENTS

1. AGENDA CHANGES (none)

2. UPCOMING EVENTS – www.duluthga.net/events

Egg Hunt, Saturday, April 16, 10am. Bunten Road Park. Join us for our annual egg hunt at Bunten Road Park. For ages 2-12 (age groups will be divided into separate areas for the hunt. For more information visit www.duluthga.net/parksandrecreation.

Duluth Cluster Band Concert, Friday, April 22, 6pm-7pm. Festival Center Stage. Students from Duluth High School, Coleman Middle School and Duluth Middle School will perform a variety of music including many recognizable selections from movies and popular songs.

Duluth Spring Arts Festival, April 29 through May 1, 2022. Saturday 10am-5pm, Sunday 11am-5pm. Town Green. The Duluth Arts Festival features up to 60 painters, photographers, sculptors, leather and metalwork, glass blowers, jewelers, and crafters! The Duluth ARTS Festival will offer artist demonstrations, live acoustic music, a children’s play area, plus festival foods and beverages. Brought to you by The Atlanta Foundation for Public Spaces, LLC. For more information such as vendor applications and sponsorship opportunities visit www.duluthartsfestival.com.

Fridays-N-Duluth, every Friday May through September, 6pm-9pm. Town Green and Parsons Alley. Duluth is the place to be on Friday night as food trucks take over Downtown Duluth! Experience exotic flavors in a mobile vending setting with amazing local cuisine while listening to live entertainment on the Festival Center Stage and in Parsons Alley.

Duluth Derby Day, Saturday, May 7, 2:30pm-7:30pm. Parsons Alley. Pull out your wide-brimmed hats and bow ties and join us for the ultimate Kentucky Derby viewing party! Relax on lounge seating and enjoy everything from the pre-show activities to the big race on a large screen.

III. CONSENT AGENDA

1. APPROVAL OF MARCH 14 & 28 MINUTES -
2. ORDINANCE TO APPOINT BOARD OF ETHICS {A}

Approval of this item approves ordinance O2022-18 appointing Donna Kain to the Board of Ethics, fulfilling the unexpired term of Michael Park, term ending March 31, 2025.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss, to approve the Consent Agenda as presented.

**Voted For: Council members Harkness, Thomas, Doss, Graeder and Whitlock
Motion carried.**

IV. NEW BUSINESS

1. ORDINANCE TO APPOINT ASSISTANT SOLICITOR

{B}

The Mayor and Council considered approval of ordinance O2022-19 appointing Ashley Trinh as the Assistant Solicitor pursuant to the Duluth City Code, Section 2-208. The compensation of the assistant solicitor shall be on an hourly basis and the rate shall be fixed by the Mayor and Council on an annual basis during the regular budget process. Before entering on the duties of office, the assistant solicitor shall take an oath before an officer duly authorized to administer oaths that he or she will truly, honestly, and faithfully discharge the duties of his or her office. The Police Chief and Deputy Chief recommend the appointment of Ms. Ashley Trinh.

A motion was made by Councilmember Harkness, seconded by Councilmember Graeder, to approve ordinance O2022-19 appointing Ms. Trinh as presented.

**Voted For: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

2. FISCAL YEAR 2021 - ANNUAL AUDIT REPORT

{C}

Mr. Josh Carroll, City Auditor with Mauldin and Jenkins, came forward and presented the City's annual FY21 audit report as reported to the Employees Benefits and Audit Review Committee (EBARC) on March 24. The audit report includes the City as a whole, the Downtown Development Authority, and the Urban Redevelopment Agency. The audit confirmed that the City's financial statements were prepared in accordance with Generally Accepted Accounting Principles (GAAP) and that the City received an Unqualified Opinion or "certified clean audit." The only mention that continues to arise relates to separation of duties for property tax billing and collection. Staff has mitigated this concern to the extent possible without hiring additional staff. The Committee and staff recommended acceptance of the FY21 Audit Report.

A motion was made by Councilmember Whitlock, seconded by Councilmember Doss to accept the Fiscal Year 2021 Audit as presented.

**Voted For: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

3. ANNUAL RENEWAL – EMPLOYEE HEALTH BENEFITS

{D}

MSI Benefits Group insurance broker Matt Bidwell came forward and presented the annual renewal process for the City's health, dental, disability, life insurance, and vision plans as reported to the Employee's Benefits and Audit Review Committee on March 24. He highlighted last year's renewal statistics and explained how the loss ratio fluctuation plays into the rate quotes. Once a few of the large claims were removed from the equation, the City's percentages have been relatively low since 2012. He then reviewed this year's proposals and noted how unusual it is to be offered an even more robust benefit plan for medical without any premium increase.

The Committee and staff recommends that the Council consider changing from the current provider Cigna to United Health Care. Health benefits are a proposed 0% increase. Dental and vision benefits with United Health Care is an increase of 0.28%. The Committee further recommends changing the City's disability and life insurance benefits from MetLife to Standard Life with an increase of 1.85%. The total amount of all the increases is approximately \$8,228.

Councilmember Harkness noted that sometimes a cost savings cannot be quantified if the employees are extremely unhappy with a decision, and he felt that cohesiveness was very important at this time.

Councilmember Thomas noted all the other offerings such as the Ally plan that would be of greater benefit to the employees.

Councilmember Whitlock noted that medical insurance tends to be a very emotional purchase; as a private employer himself, the goal is to not create any significant hardships for the employees outside of the organization.

Councilmember Graeder asked if the same doctor base was available from Cigna to United. Mr. Bidwell noted that the Wellstar system is still under dispute with United Healthcare but that is located mostly on the west side of town (Cobb County).

A motion was made by Councilmember Thomas, seconded by Councilmember Whitlock, to approve changing the City's health, dental, and vision benefits from Cigna to United Health Care and furthermore approve changing the City's disability and life insurance benefits from MetLife to Standard Life as recommended.

**Voted For: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

V. MATTERS FROM COUNCIL

Councilmember Whitlock noted the passing of Ray Walker. Mr. Walker served on the City's Downtown Development Authority as well as other committees. He also served as Poll Manager for City elections.

Councilmember Graeder thanked staff for hosting two great events this past weekend, the Beer Festival and the Farmer/Artisan market.

Taylor Park playground is almost finished.

VI. MATTERS FROM CITY MANAGER

1. The Mayor and Council authorized Juneteenth be added to the City's observed holiday calendar, effective this year with observation on June 20.
2. The local chapter of the Georgia Planning Association will be conducting a tour of the City on April 22nd
3. Advertisements will be posted within the next three days for the Playable Art Contest for Taylor Park.

VII. ADJOURNMENT

A motion was made by Councilmember Whitlock, seconded by Councilmember Harkness to adjourn at 6:35 pm.

**Voting for: Council members Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

The FY23 Budget Work Sessions are scheduled for April 18 and 19 at 5:30pm in the Community Room of Duluth City Hall.

The next regularly scheduled meeting of the Mayor and Council is a work session for April 25, 2022 at 5:30pm.



**FY23 BUDGET REVIEW
WORK SESSION NOTES
OF THE MAYOR AND COUNCIL
CITY OF DULUTH, GA
APRIL 18, 2022**

PRESENT: Mayor Harris, Council members Harkness, Thomas, Doss, Graeder, and Whitlock, City Manager, Department Directors

5:30 PM – Mayor Harris called the FY23 Budget Review to order.

City Manager James Riker presented the Council with an overview of the proposed FY23 budget which contemplates a .4 mill increase in property taxes to help offset the increased cost of garbage and recycling program, a charge for dumpster cards, and a 3% COLA and 2% Merit for employees.

Personnel changes:

- (2) full time Public Works Maintenance Worker II positions
- (1) full-time Police Communications Officer
- (1) full time Parks and Recreation Maintenance Worker 1
- Public Works to discontinue contract labor to staff front office in favor of hiring (1) full-time Senior Administrative Assistant and (1) part-time Administrative Assistant. These positions are currently authorized but vacant positions.
- Municipal Court eliminated (1) part-time Court Assistant
- Planning & Development requested changing the Planner/GIS Specialist position to Senior Planner position
- Employee retirement vacation payout for Chief of Police and Police Sergeant

Employee Health Insurance:

- Medical insurance increase of \$6,440 or 0.28%
- Dental insurance decrease of \$11,842 or 7.75%
- Basic life & disability insurance increase of \$1,788 or 1.85%

Transfers:

- Two City events totaling \$66,600 (Howl on the Green and Deck the Hall) have been transferred from PIO/Marketing- Special Events to Rental Motor Vehicle Tax Fund.
- Transfer to URA decreased by \$1,630,256 due to a one-time budget amendment for \$925,000 and the transfer of the debt service payment for the Series 2012 URA Public Safety obligation to URA.

Vehicles:

- Budget includes \$219,937 for the purchase of (3) vehicles in Public Works
- (1) vehicle in Planning & Development
- (1) vehicle in PIO/Marketing

Other:

- Budget includes \$1,500,000 to continue the current trash bag and recycling program with Republic Services.
- Budget includes \$42,500 for a July 3rd concert and fireworks.

Directive: Following discussion on the proposed millage increase and the charge for dumpster cards for residents, the Mayor and Council authorized staff to remove the .4 millage increase from the budget and to bring back for discussion (if needed) once the City’s receives it tax digest. A consensus was also reached to remove the charge for dumpster cards. Authorization was also given to the City Manager to proceed now with the hiring of a dedicated Senior Planner for the Planning Department.

Mr. Riker explained an alternative option that involves the use of the American Rescue Plan Act funds to support eligible government services expenditures in the City’s General Fund. The transfer of these funds could offset other General Fund expenditures including the transfer to the Urban Redevelopment Agency to pay the City’s Series 2012 Public Safety Bond Obligation. The current budget includes a \$320,352.50 transfer from the General Fund to the URA for the Series 2006 City Hall Bond Obligation. Under this alternative, the \$707,494 transfer to the URA for the Series 2012 Public Safety Bond Obligation would be added back to the FY23 budget. The City would also elect the standard allowance of \$10 million in revenue loss under the American Rescue Plan Act. These funds are then eligible to be spent on “government services” which includes any service traditionally provided by a government, such as “General government administration, staff, and administrative facilities”, and “provision of police, fire, and other public safety services” which would reduce the Deficit from \$1,066,515 to (746,162).

Currently, funds from the American Rescue Plan Act are obligated to fulfill the City’s obligation under the Intergovernmental Agreement with Gwinnett County to install sanitary sewer lines in the Hill Street and Pinecrest communities. If funds from the American Rescue Plan Act are to be used to support the provision of police services in the General Fund, it will be necessary to pledge additional funds to the sanitary sewer line project. Staff suggests using 2023 SPLOST funds if approved by the voters in November. Previous SPLOST discussions contemplated funds would be required to complete this project.

Directive: Staff to add back to the General Fund budget the transfer of \$707,494 to the Urban Redevelopment Agency for the Series 2012 Public Safety Bond Obligation and the transfer to the General Fund budget of \$1,027,846.50 from the American Rescue Plan Act Fund for the provision of police services eligible expenditures.

Stormwater Utility Fees:

Planning Director Bill Aiken led the discussion. He explained that to increase the City’s extent of service to include all infrastructure placed in the right of way (residential driveway culverts) and infrastructure on private property that is part of the City’s overall conveyance system, staff is requesting an increase of \$13 per equivalent residential unit. Staff estimates this will generate an additional \$300,000 in revenue to the fund.

	Current Rate	Proposed Rate
Attached Single Family	\$31	\$37.50
Detached Single Family	\$62	\$75.00

Directive: Staff to provide additional information to the Mayor and Council at the April 25, 2022 work session for further discussion.

FY2023 Proposed General Funds Budget:

Asst. City Manager Ken Sakmar highlighted the proposed revenues and expenditures.

Revenues	\$25,056,240
Expenditures	<u>26,122,755</u>
Reserves to Balance	\$ (1,066,515)

Other Departments:

Mr. Sakmar provided an explanation on each of the City’s fund accounts. Mr. Sakmar pointed out that the Capital Improvement Projects detail is provided as part of the overall budget, due to these being life of the project budgets, they will be rolled forward once yearend balance are determined. The projects remain active until they are completed, or funding is removed.

Alternative Strategies for July 3rd Event:

A discussion was held with staff on alternative ideas for the replacement of the annual July 3rd fireworks. Following discussion, the Council directed staff to proceed with Option 2 and Friday Night Kick-off on July 1.

Summary of Proposed Changes as Directed by Council:

Mr. Sakmar clarified the changes proposed to the revenues and expenditures:

1. 100-311203 - Remove 0.4 millage rate increase from the budget \$655,000
2. 100-389009 - Remove increase in cost of dumpster cards from budget \$56,400
3. 100-1000-1110-523700 - Change "Mayors Day" to "Cities United Summit"
4. 100-1040-1535-523201 - IT to provide further explanation of Cell Phone item-this is the monthly service for all City provided cell phones. (IT response: In the telephone line item, we have an entry for Cell Phones (12 x \$420) and Internet Air Cards (12 x \$4000). These are both for cell service on existing devices. Staff will re-title the line item from Cell Phones to Cell Phone Service).

Updated FY2023 Proposed General Funds Budget:

The updated budget figures below incorporate the changes mentioned above based on directives from the council work session.

Revenues:	\$25,372,687
Expenditures:	<u>\$26,830,448</u>
Reserve to Balance:	\$ (1,457,761)

Parking Lot Items for Further Discussion:

1. City-wide Signage
2. Pickle Ball Courts following the 2023 SPLOST
3. Stormwater Fees
4. Red Clay Operations
5. Festival Center use
6. Public Art
7. Electric Charging Stations
8. PIB-Entrances to City
9. Buford Highway-Entrances
10. Community Garden

Schedule for Public Hearings and Adoption

May 9th at 6:00 pm – Council Chambers

June 13th at 6:00 pm – Council Chambers - Ordinance to adopt budget following PH

Meeting adjourned at 9:45 p.m.

Nancy Harris, Mayor

ATTEST: _____
Teresa S. Lynn, Asst. City Manager/City Clerk



**DRAFT MINUTES OF THE
MAYOR AND COUNCIL
SPECIAL CALLED MEETING
CITY OF DULUTH, GA
APRIL 25, 2022**

PRESENT: Mayor Harris, Council members Harkness, Thomas, Doss, Graeder, and Whitlock, City Manager, Department Directors, City Attorney

Mayor Harris called the Special Called meeting to order at 5:30 p.m., and called for a motion to enter an Executive Session for the purpose to discuss pending/potential litigation, personnel and or real estate matters.

A motion was made by Council member Whitlock, seconded by Council member Harkness to adjourn into an executive session for the purpose to discuss pending/potential litigation, real estate and or personnel matters.

**Voting for: Councilmember Harkness, Thomas, Doss, Graeder and Whitlock
Motion carried.**

After discussion, a motion was made by Councilmember Graeder, seconded by Councilmember Thomas, to reconvene into the Special Called session.

**Voting for: Councilmember Harkness, Thomas, Doss, Graeder and Whitlock
Motion carried.**

Mayor Harris called for a motion to adjourn from Special Called into the regular scheduled work session.

A motion was made by Councilmember Graeder, seconded by Councilmember Thomas, to reconvene into the Special Called session.

**Voting for: Councilmember Harkness, Thomas, Doss, Graeder and Whitlock
Motion carried.**

WORK SESSION NOTES MAYOR AND COUNCIL CITY OF DULUTH, GA

I. PUBLIC COMMENTS

No comments.

II. PRESENTATIONS/DISCUSSIONS/UPDATES

1. ASPIRATIONAL AGENDA UPDATE {A}

During the 2022 annual strategic retreat, the Mayor, Council, and staff provided updates and comments to the "Aspirational Agenda." Council requested that the Community Garden be added under the Quality Community Column, Charging Stations added to sustainable Economic Environment Column, and Customer Service to the World Class Government. Following discussion, Mayor Harris requested the Council review and provide back any other items they would like to see brought back to them for further discussion at a future work session.

2. UPDATED SIDEWALK MAP {B}

City Engineer Margie Pozin presented copy of the sidewalk map. Ms. Pozin pointed out the history of the map and explained that in 2016, in preparation for the 2017 SPLOST, staff compiled a map that identifies current needs as a starting point for discussion. Sidewalk projects were proposed based on:

- Closing "gaps" between existing pedestrian paths
- Considerations for future high pedestrian usage due to planned development/redevelopment
- Projects that complement the City's economic development strategy
- Areas that address a safety need
- Those that finish out a partially side-walked neighborhood, or at least finished out the main drives in said neighborhoods. (Not all neighborhoods are intended to have sidewalk.)

The map further identifies right-of-way ownership, conceptual length, scope, and cost of each project per linear foot, distance of each project to the downtown district, and construction challenges of each project.

Staff felt that prioritizing potential projects is important going forward since Gwinnett County no longer follows the 81%/19% cost for splitting SPLOST projects. They now disburse the money directly to the cities rather than managing part of those list and projects.

Councilmember Graeder felt that priority should be given to #10 – Summit Ridge (connection to middle school) and #4 (Davenport).

Councilmember Thomas wanted to ensure that connections were prioritized based on city limits and no need to connect to areas outside the City.

Councilmember Harkness would like Howell Ferry added as a potential area and asked if there would be more residential connections like the Willbrooke parklet. City Manager James Riker responded that there are a few to look at, but they are expensive acquisitions.

Council agreed that Ms. Pozin should make a first attempt to put a rating system in place for prioritization for further Council review.

3. TITLE VI UPDATES

{C}

City Engineer Margie Pozin presented an update to the Mayor and Council on the state of the City's Title VI compliance as well as outreach goals. As required by the City's receipt of federal funds, the City must remain current with Title VI policy and send annual updates to the Georgia Department of Transportation. Every three years, the City must also complete the Training and Compliance questionnaire and reapply for compliance status as part of our LAP recertification.

Ms. Pozin pointed out the responsibility of the City to comply with the law, the City must have in place and submit the Title VI policy and procedures, Title VI complaint forms and procedure and Title VI Plan or Non-Discrimination agreement (signed annually) and Title VI Assurances (following USDOT and FHWA Regs). An annual accomplishment Report is also developed and includes several in-depth categories. The report also identifies areas of improvement to consider, such as training, recruiting of bilingual staff, and Bi/Tri-lingual advertisement of event calendar.

Ms. Pozin highlighted some proposed Departmental 3-year goals:

PIO/Events – add more diverse events, advertise in multiple languages

Planning/Zoning – continue work on long range goals from City's Comp Plan

Stormwater – continue development of targeted info/educational brochures in multiple languages

Public Safety – continue Hispanic Citizens Police Academy and translate crime prevention info into additional languages

Courts – Continued proactive outreach to Korean & Latin American communities

Parks/Recreation – Expand programming for elderly population

Public Works – May translate dump cards into Spanish and reach out to Hispanic community directly, as able

Business Office – continue bilingual elections, and potentially have basic applications translated into additional languages

HR – continue to educate new hires on discrimination, EEO, and ADA policies of the City.

Recruit bilingual staff.

Ms. Pozin further explained the "Locally Administered Project" recertification requirement and what it entails in order to be a qualified entity to administer federal funds for transportation projects. The City is currently certified through September 30, 2024 (providing there is no change in staff, or any change in staff is reported to GDOT within 30 days with an immediate training plan in place for the new staff).

4. AMENDMENT TO SOLID WASTE AGREEMENT

City Manager James Riker reported that, due to current economic conditions, Republic Services is seeking an amendment to the City's current solid waste agreement. The changes proposed are:

1. Term of agreement extended to June 30, 2024
2. May be renewed for an additional one (1) year term with the mutual agreement of the parties
3. Removal of the 5% franchise fee, effective May 1, 2022
4. Rate increase to Commercial and Industrial accounts by 5% to remain until the termination of agreement
5. Supplemental payment of \$125,000 monthly to Republic to continue for the remainder of agreement

Suggestions were to ensure that the City is improving messaging to the public, ask citizens what they want in the future, and emphasize the service available at Public Works, glass recycling, and amnesty days.

A contingency request would be required. Staff was authorized to place this item on the next Council agenda for authorization.

5. STORMWATER UTILITY EXTENT OF SERVICE

{D}

Planning Director Bill Aiken came forward to explain the current operations of the City's Stormwater Utility Division. Stormwater is conveyed throughout the City in both public and private stormwater management systems. Staff recognizes that failures to some private systems within the right-of-way and/or drainage easement are negatively impacting properties and the public system. As such, staff is recommending Council consider amending the City's current extent of service by expanding what is deemed public in the right-of-way or within an easement.

As part of the City's Stormwater Asset Management & Capital Improvements Program the City needs to develop a sustainable funding model that will allow for expansion of stormwater services and make strategic, timely, and cost-conscious decisions about repairs to infrastructure.

Mr. Aiken explained the challenges and opportunities regarding ownership, access, repair and maintenance of infrastructure and detention facilities on private property. He showed examples of drainage structures, referenced project coordination, and showed cost estimates for repairing current problem areas. He then discussed current Stormwater Utility Fees and made recommendations on a funding model that will support the City's efforts to expand the City's extent of service allowing the City to correctly maintain and improve Stormwater infrastructure.

Council asked when the last rate increase was put into place and what the public reaction was.

Mr. Aiken responded that it was two years ago, and the department did not receive any complaints at all.

Staff was authorized to place an ordinance to amend the Duluth Code on a Council agenda for authorization once the City Attorney is ready.

III. MATTERS FROM COUNCIL

Councilmember Whitlock congratulated Public Works Director Audrey Turner for 35 years of service and leadership.

Mayor Harris noted that Councilmember Harkness participated in the Connect Duluth event for the first time. She also expressed appreciation for the City allowing Council to attend the Gwinnett Chamber event where former Councilmember Kelkenberg was honored.

Councilmember Harkness asked about the number of submissions for the Playground Design contest. Mr. Riker said there has been a great response thus far.

Councilmember Graeder asked for more PR on what the City is doing, such as Rogers Bridge, Juneteenth observance. He feels the City needs to do a better job advertising ourselves instead of being reactive. Economic Development Director Chris McGahee said that press releases go out, but the timing is important, and we cannot control what the media picks up to publish. Councilmember Whitlock emphasized the use of social media, eblast, checking frequency to make the messages better and evaluate which stories get the most attention.

Mayor Harris suggested that Council consider participating in HOA meetings again, or attending meet and greet events at football games, etc. to get Council out in the community more. Mr. Riker said that the City tents are available and to let staff know when they wanted to participate in any of the events, such as the upcoming Art Festival or Derby party.

IV. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is May 9, 2022 at 6:00 p.m.

**THIRD AMENDMENT TO CONTRACT #2019-001
RESIDENTIAL, COMMERCIAL, INDUSTRIAL REFUSE
COLLECTION AND RECYCLING CONTRACT**

This Amendment to Residential, Commercial, Industrial Refuse Collection and Recycling Contract (this “Amendment”) is entered into as of May 1, 2022 (“Effective Date”), between City of Duluth, Georgia (the “City”), and BFI Waste Services, LLC d/b/a Republic Services of Georgia (“Republic”).

Recitals

A. The City and Republic entered Residential, Commercial, Industrial Refuse Collection and Recycling Contract dated May 1, 2019 (the “Agreement”), previously amended on May 1, 2021 (COLA rates only) and January 1, 2022 whereby Republic agreed to provide certain waste and recyclables services for the City subject to the terms of the Agreement.

B. The City and Republic have agreed to extend the Term of the Agreement and modify certain other terms of the Agreement as set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Section I.B. Term. The parties agree that this provision is deleted and replaced with the following:

The Term of this amended agreement shall commence 12:01 p.m. May 1, 2022, and shall run thereafter until Midnight April 29, 2024.

2. Section I.C Option to Renew. Section C. The parties agree that this provision is deleted and replaced with the following:

After the initial termination date of April 29, 2024 this agreement may be renewed for additional one (1)-year terms with the mutual agreement of the parties.

3. Section I.D. Franchise is deleted and marked as “Reserved.” As of May 1, 2022, the parties agree that the current franchise fee of five percent (5%) will terminate.

4. Add New Section I.E. Rate Increase. The parties agree that beginning May 1, 2022, and again on May 1, 2023, all rates for Commercial and Industrial accounts ONLY, will increase by five percent (5%) and will remain at this rate until the termination of the Agreement.

5. Add New Section I.F. Supplemental Payment. The parties agree that as of May 1, 2022, City will pay \$125,000 monthly to Republic as a supplemental payment. This supplemental payment will continue for the remainder of the Agreement.

6. Section IV.E. Cost of Living Adjustment – shall be deleted and marked “Reserved.” Rate increases are permissible only under the provisions of Section I.E.

7. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

8. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered this Amendment to be effective as of the Effective Date.

CONTRACTOR:

CITY:

BFI WASTE SERVICES, LLC DBA
REPUBLIC SERVICES OF GEORGIA

CITY OF DULUTH, GEORGIA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**PUBLIC NOTICE
CITY OF DULUTH, GEORGIA
FISCAL YEAR 2023 (FY23) BUDGET REVIEW AND ADOPTION**

PUBLIC HEARINGS ON FY23 BUDGET: The public is hereby notified that public hearings are scheduled for the FY23 Proposed Budget during the regular Council meetings on May 9, 2022, and June 13, 2022, at 6:00pm in accordance with the provision of the State Code of Georgia 36-81-5 (d, e, and f). The hearings will take place in the Duluth City Hall Council Chambers located at 3167 Main Street, Duluth, Georgia 30096. At these meetings, the Mayor and Council will receive both written and oral comments about the Annual Operating and Capital Budgets for the City of Duluth, Georgia. A qualified interpreter for the hearing impaired will be available upon request made at least ten (10) days in advance of this meeting. Please call (770) 476-3434, to request an interpreter or for more information.

BUDGET AVAILABLE FOR REVIEW: The FY23 proposed budget is available for public inspection during regular office hours (8:00am - 5:00pm, Monday through Friday) in the office of the City Clerk located on the first floor of City Hall, 3167 Main Street, Duluth, Georgia.

BUDGET REVIEW: The Mayor and Council of the City of Duluth reviewed the FY23 proposed budget on April 18, 2022, during a meeting that was properly noticed and open to the public.

PUBLIC COMMENT: Comments may be addressed to the Council during the Public Hearings on May 9th and June 13th.

BUDGET ADOPTION: The Mayor and Council of the City of Duluth are scheduled to adopt the FY23 Budget at the Council meeting on June 13, 2022, during the regular Council meeting at 6:00pm in the Duluth City Hall Council Chambers.

Filed for advertisement, April 26, 2021
Teresa S. Lynn
Asst City Manager-City Clerk, City of Duluth

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2022 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2022 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2022 fiscal year as follows:

Total Revenues:	<u>74,427,306</u>
Operations Expenditures:	<u>32,458,085</u>
Capital Improvement Expenditures:	<u>41,969,221</u>
Total Expenditures:	<u>74,427,306</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth began receiving Hotel Motel Excise Tax revenue in May 2021 and the current budget was based on limited actual revenue and expenditure history; and

WHEREAS activity in the funds has exceed staff estimates and a budget amendment is needed to continue the operations for the fund; and

WHEREAS it is requested \$145,000 be added to Hotel/Motel Tax Fund – Hotel Motel Excise Tax revenue line item and the following expenditure line items be added to Hotel Motel Tax Fund – Tourism – Transfer to General Fund \$114,773 and Payments to Other Agencies \$30,227; and

NOW THEREFORE, the City of Duluth 2022 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>74,572,306</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>41,969,221</u>
Total Expenditures:	<u>74,572,306</u>

IT IS SO ORDAINED this _____ day of _____, 2022.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called “RAILWAY”); and

CITY OF DULUTH, a Georgia Municipality, whose mailing address is 3167 Main Street, Duluth, Georgia 30096 (hereinafter called “LICENSEE”).

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary construct a new Davenport Road at-grade vehicular crossing (DOT# TBD) at RAILWAY Milepost 612.89, remove the existing South Old Peachtree Road at-grade vehicular crossing (DOT# 717841A) at RAILWAY Milepost 612.79, and make improvements to the existing Brock Road at-grade vehicular crossing (DOT# 717839Y) at RAILWAY Milepost 612.28 (the “Facilities”), at or near Duluth, Gwinnett County, Georgia (the “Premises”), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY’s right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE’s sole expense, to make modifications to RAILWAY’s right of way and/or appurtenances rendered necessary by LICENSEE’s installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE’S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to the extent authorized by law, to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit C and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

7. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

8. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires

immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall

immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

- (a) If LICENSEE shall discontinue the use or operations of the Facilities; or
- (b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or
- (c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or
- (d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad

Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **One Million, Four Hundred Ninety-Seven Thousand, Two Hundred Sixty-Three and Zero Cents (\$1,497,263.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) **Incurred Costs.** The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. **Assignment and Successors.** This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. **Limitations Upon Damages.** Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. **Miscellaneous.** All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Duluth
3167 Main Street
Duluth, Georgia 30096
c/o City Engineer

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY 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 Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF DULUTH, a Georgia Municipality

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

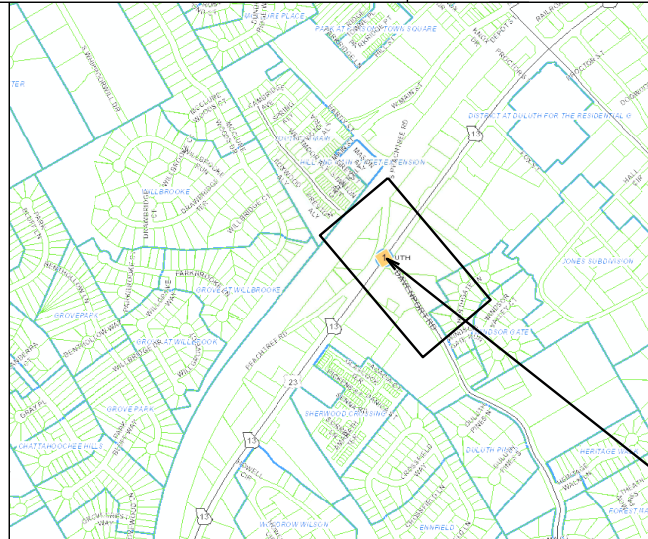
By: _____

Name: _____

Title: _____

Date: _____

NS File: CX0103730

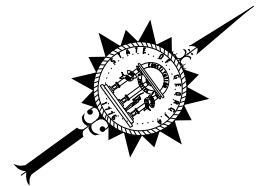


LOCATION SKETCH

PROJECT LOCATION

CITY OF DULUTH

PLAN AND PROFILE OF PROPOSED DAVENPORT ROAD EXTENSION AT SR 13/BUFORD HIGHWAY



NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

DESIGN SPEED:

SR 13/BUFORD HWY: 35 MPH
DAVENPORT RD: 25 MPH

DESIGN DATA:

ADT 2025: 15,635 VPD

% TRUCKS: 4.5%

ROADWAY CLASSIFICATION

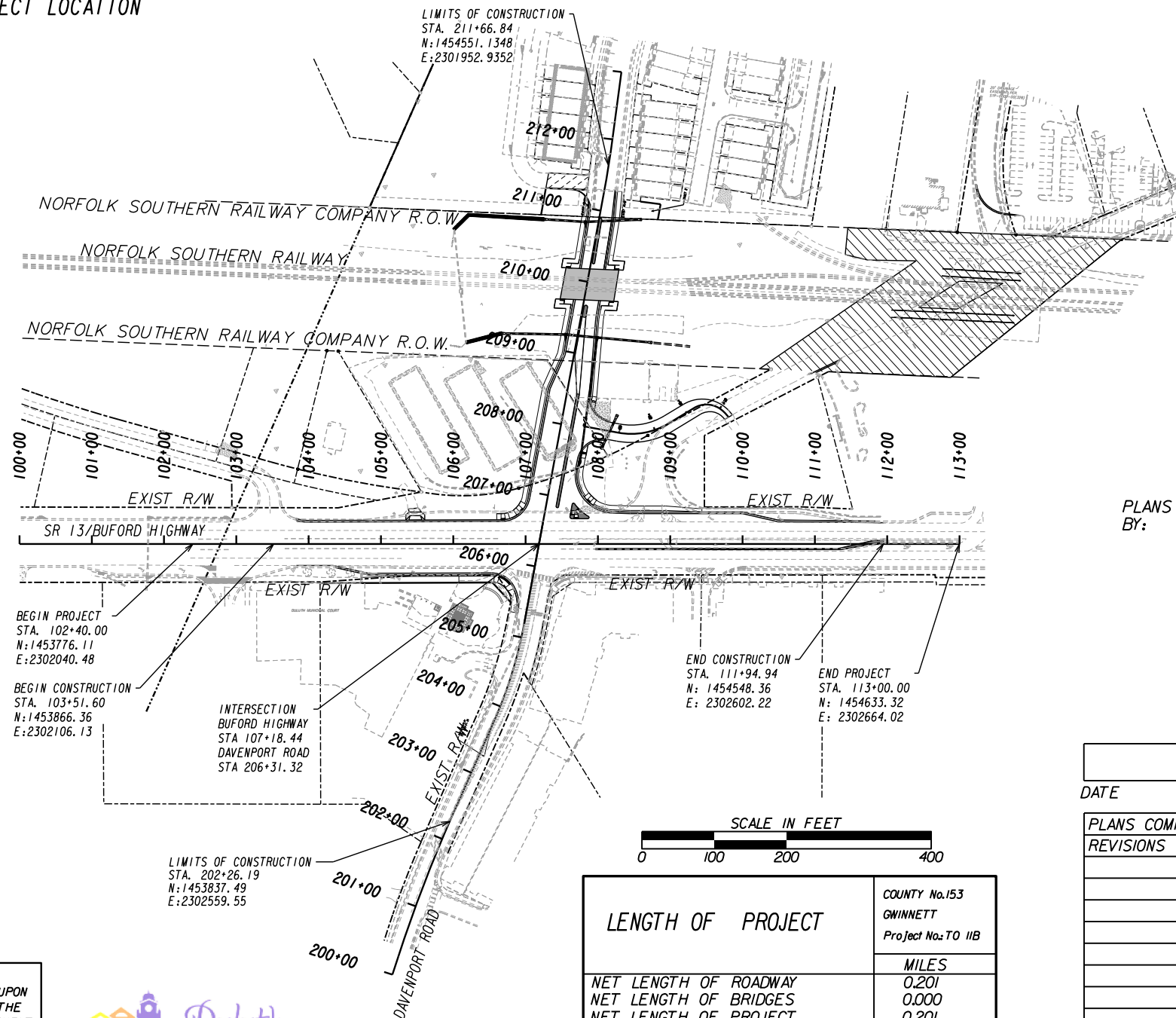
MINOR ARTERIAL:
BUFORD HWY
LOCAL ROAD:
DAVENPORT RD

THIS PROJECT IS 100% IN GWINNETT COUNTY AND IS 100% IN CONG. DIST. NO. 7.

PROJECT DESIGNATION:
DESIGNED IN ENGLISH UNITS

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE), AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THE DATA TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



PLANS PREPARED BY:



3500 Parkway Lane
Suite 500
Peachtree Corners, Ga. 30092
Phone 678-336-7740
Fax 678-336-7744
Web www.pondco.com

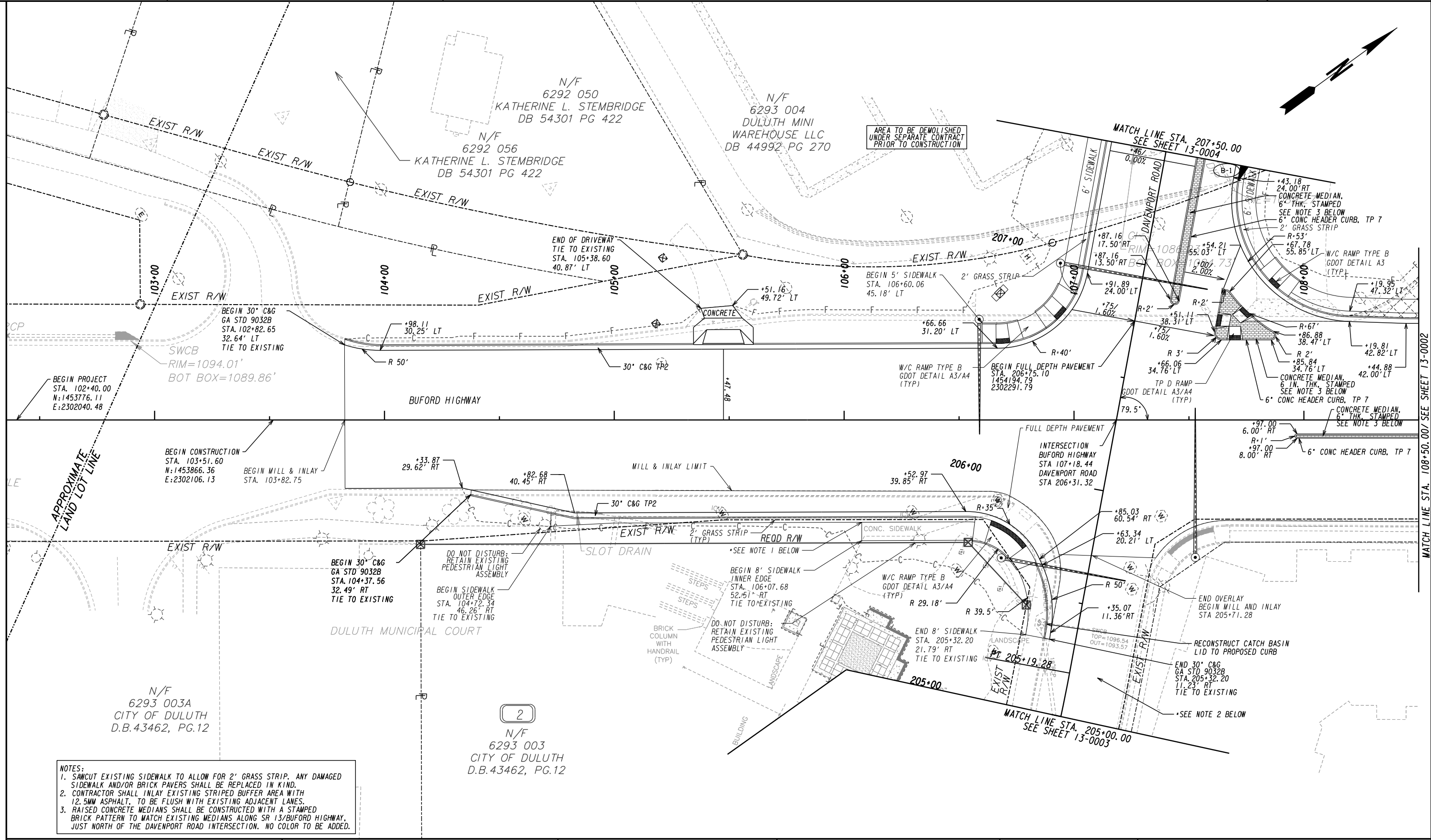
DESIGN



LENGTH OF PROJECT	COUNTY No. 153 GWINNETT Project No. TO 11B
	MILES
NET LENGTH OF ROADWAY	0.201
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.201
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.201

DATE	CITY OF DULUTH
PLANS COMPLETED	- -
REVISIONS	





NOTES:

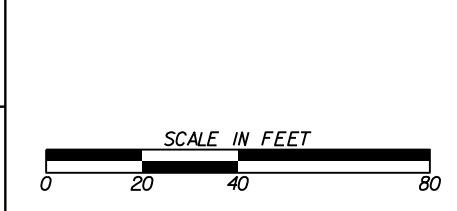
1. SAWCUT EXISTING SIDEWALK TO ALLOW FOR 2' GRASS STRIP. ANY DAMAGED SIDEWALK AND/OR BRICK PAVERS SHALL BE REPLACED IN KIND.
2. CONTRACTOR SHALL INLAY EXISTING STRIPED BUFFER AREA WITH 12.5MM ASPHALT, TO BE FLUSH WITH EXISTING ADJACENT LANES.
3. RAISED CONCRETE MEDIANS SHALL BE CONSTRUCTED WITH A STAMPED BRICK PATTERN TO MATCH EXISTING MEDIANS ALONG SR 13/BUFORD HIGHWAY, JUST NORTH OF THE DAVENPORT ROAD INTERSECTION. NO COLOR TO BE ADDED.

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▩
EASEMENT FOR CONSTR OF DRIVES	▧

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	●

POND
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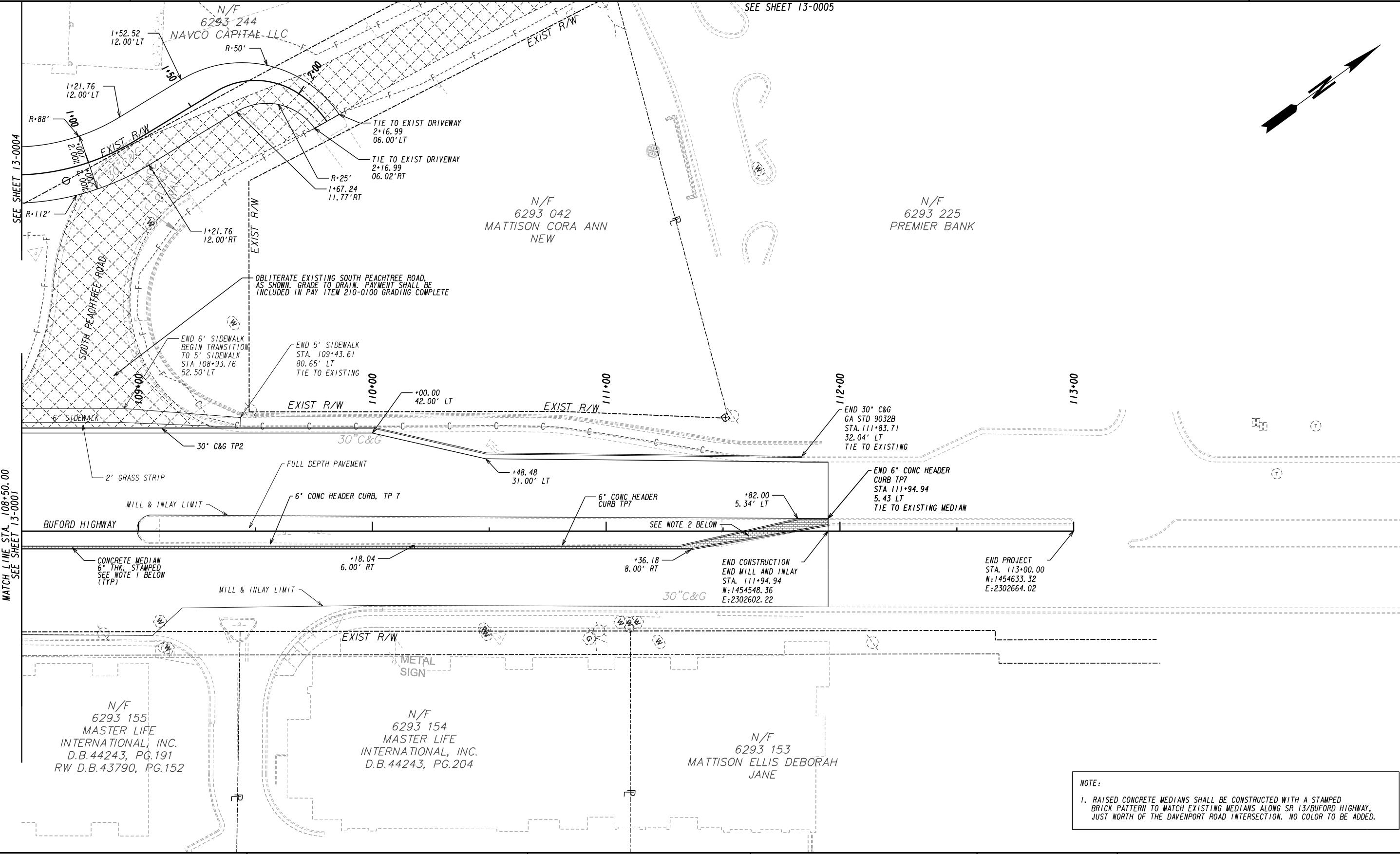
Duluth
City of Duluth
Division of Public Works



REVISION DATES	

CONSTRUCTION PLAN		
DAVENPORT ROAD EXTENSION AT SR 13		
CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

MATCH LINE STA. 108+50.00/ SEE SHEET 13-0002



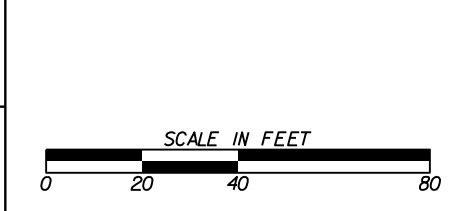
NOTE:
1. RAISED CONCRETE MEDIANS SHALL BE CONSTRUCTED WITH A STAMPED BRICK PATTERN TO MATCH EXISTING MEDIANS ALONG SR 13/BUFORD HIGHWAY, JUST NORTH OF THE DAVENPORT ROAD INTERSECTION. NO COLOR TO BE ADDED.

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▩
EASEMENT FOR CONSTR OF DRIVES	▧

BEGIN LIMIT OF ACCESS.....BLA	---
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LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	●

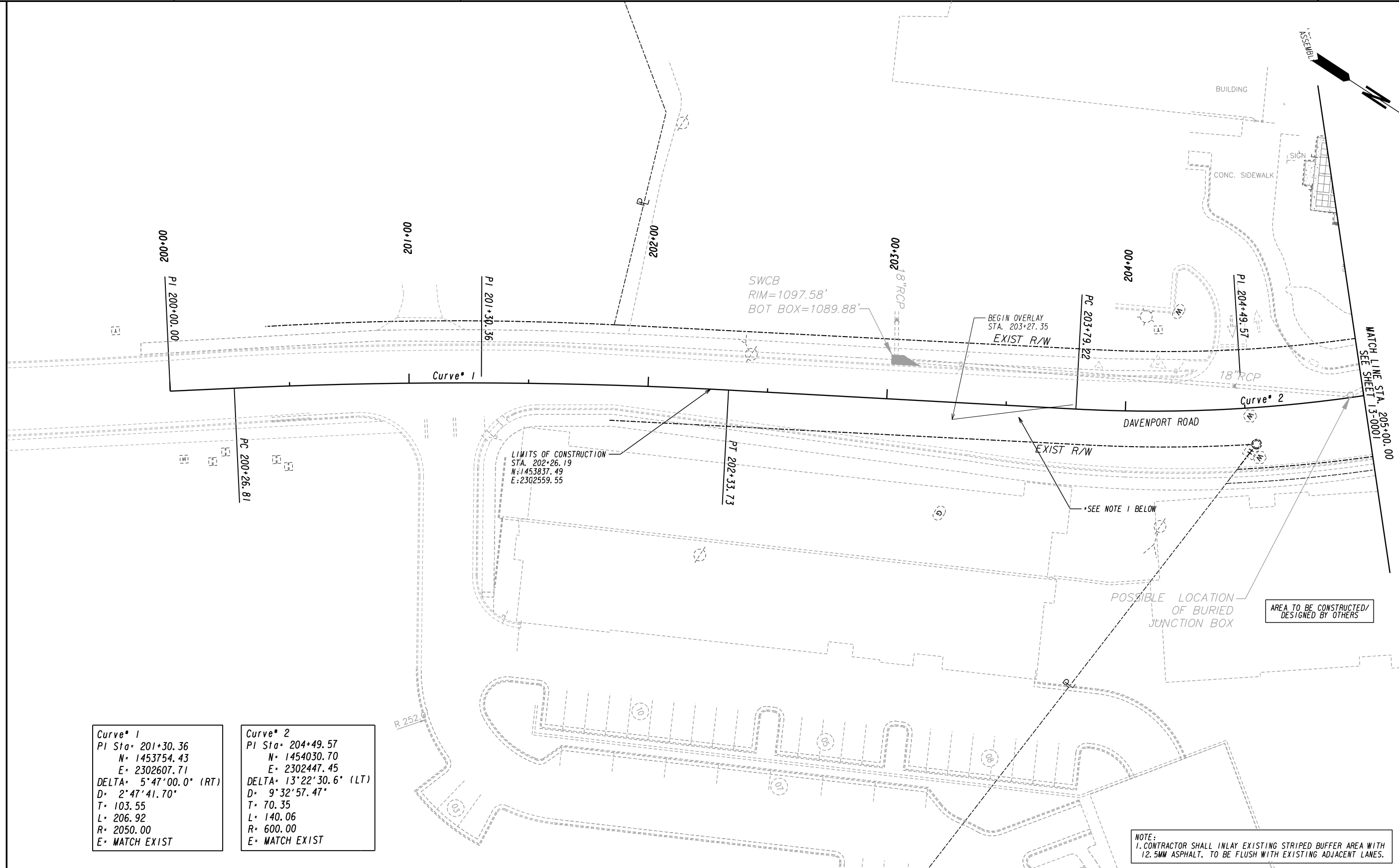
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REVISION DATES	

CONSTRUCTION PLAN			
DAVENPORT ROAD EXTENSION AT SR 13			
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	13-0002	
CORRECTED:	DATE:		
VERIFIED:	DATE:		

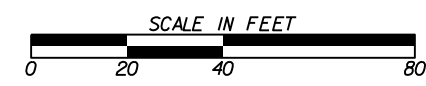
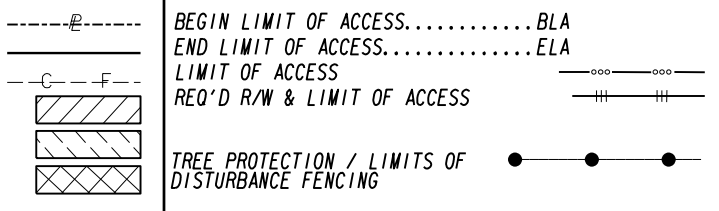


Curve 1
 PI Sta= 201+30.36
 N= 1453754.43
 E= 2302607.71
 DELTA= 5°47'00.0" (RT)
 D= 2°47'41.70"
 T= 103.55
 L= 206.92
 R= 2050.00
 E= MATCH EXIST

Curve 2
 PI Sta= 204+49.57
 N= 1454030.70
 E= 2302447.45
 DELTA= 13°22'30.6" (LT)
 D= 9°32'57.47"
 T= 70.35
 L= 140.06
 R= 600.00
 E= MATCH EXIST

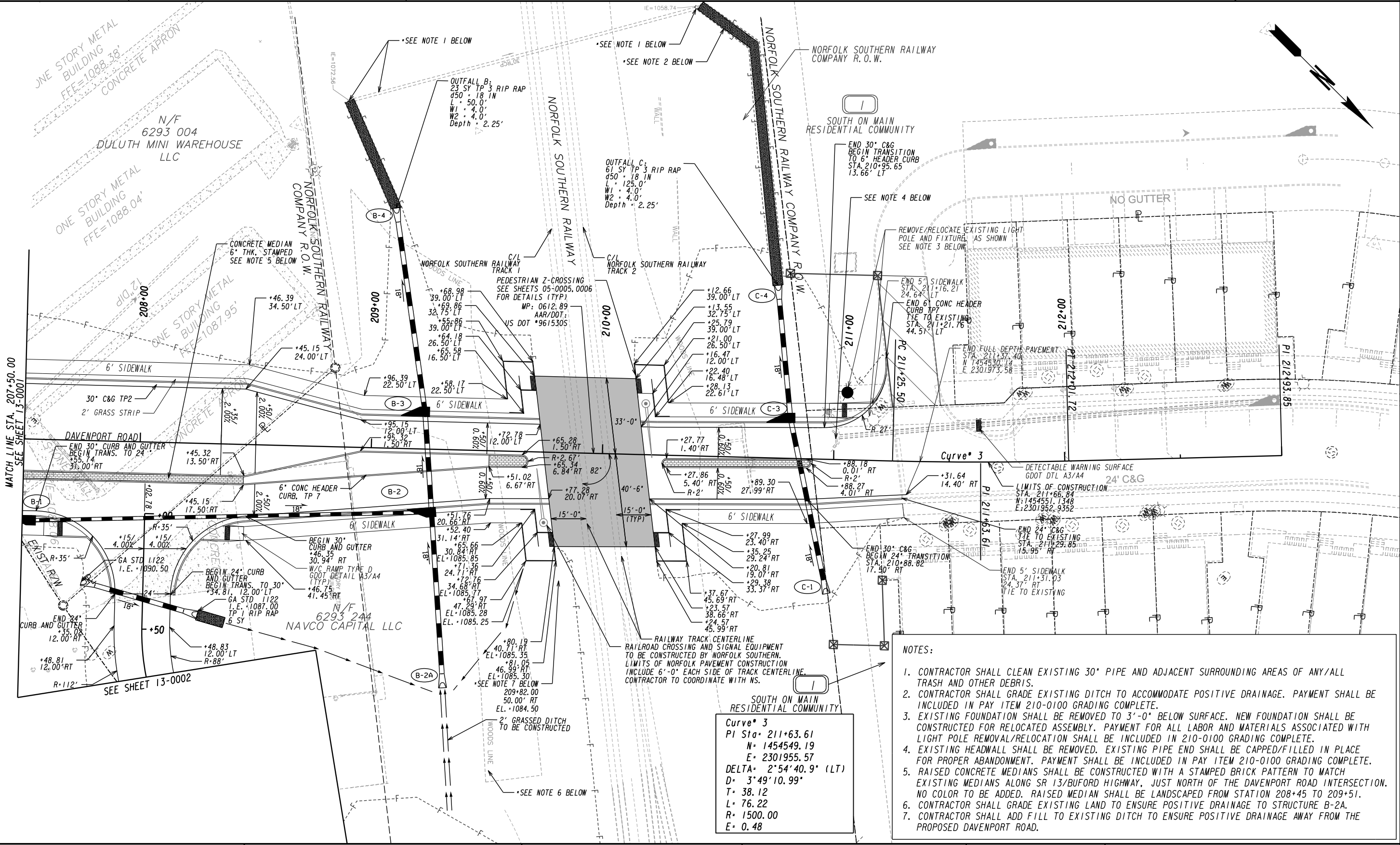
NOTE:
 1. CONTRACTOR SHALL INLAY EXISTING STRIPED BUFFER AREA WITH 12.5MM ASPHALT, TO BE FLUSH WITH EXISTING ADJACENT LANES.

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

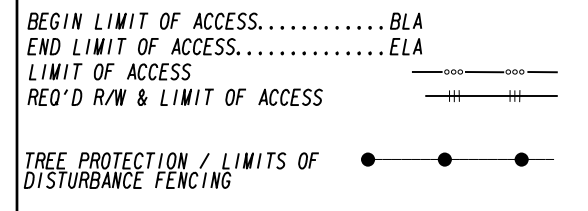
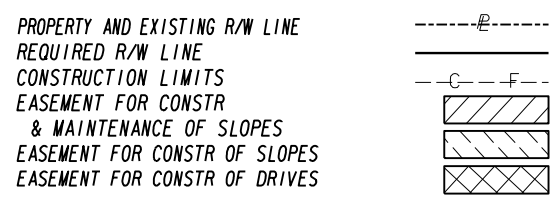


REVISION DATES	

CONSTRUCTION PLAN		
DAVENPORT ROAD EXTENSION AT SR 13		
CHECKED:	DATE:	DRAWING No. 13-0003
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

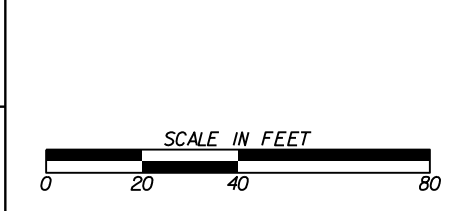


- NOTES:**
1. CONTRACTOR SHALL CLEAN EXISTING 30" PIPE AND ADJACENT SURROUNDING AREAS OF ANY/ALL TRASH AND OTHER DEBRIS.
 2. CONTRACTOR SHALL GRADE EXISTING DITCH TO ACCOMMODATE POSITIVE DRAINAGE. PAYMENT SHALL BE INCLUDED IN PAY ITEM 210-0100 GRADING COMPLETE.
 3. EXISTING FOUNDATION SHALL BE REMOVED TO 3'-0" BELOW SURFACE. NEW FOUNDATION SHALL BE CONSTRUCTED FOR RELOCATED ASSEMBLY. PAYMENT FOR ALL LABOR AND MATERIALS ASSOCIATED WITH LIGHT POLE REMOVAL/RELOCATION SHALL BE INCLUDED IN 210-0100 GRADING COMPLETE.
 4. EXISTING HEADWALL SHALL BE REMOVED. EXISTING PIPE END SHALL BE CAPPED/FILLED IN PLACE FOR PROPER ABANDONMENT. PAYMENT SHALL BE INCLUDED IN PAY ITEM 210-0100 GRADING COMPLETE.
 5. RAISED CONCRETE MEDIANS SHALL BE CONSTRUCTED WITH A STAMPED BRICK PATTERN TO MATCH EXISTING MEDIANS ALONG SR 13/BUFORD HIGHWAY, JUST NORTH OF THE DAVENPORT ROAD INTERSECTION. NO COLOR TO BE ADDED. RAISED MEDIUM SHALL BE LANDSCAPED FROM STATION 208+45 TO 209+51.
 6. CONTRACTOR SHALL GRADE EXISTING LAND TO ENSURE POSITIVE DRAINAGE TO STRUCTURE B-2A.
 7. CONTRACTOR SHALL ADD FILL TO EXISTING DITCH TO ENSURE POSITIVE DRAINAGE AWAY FROM THE PROPOSED DAVENPORT ROAD.



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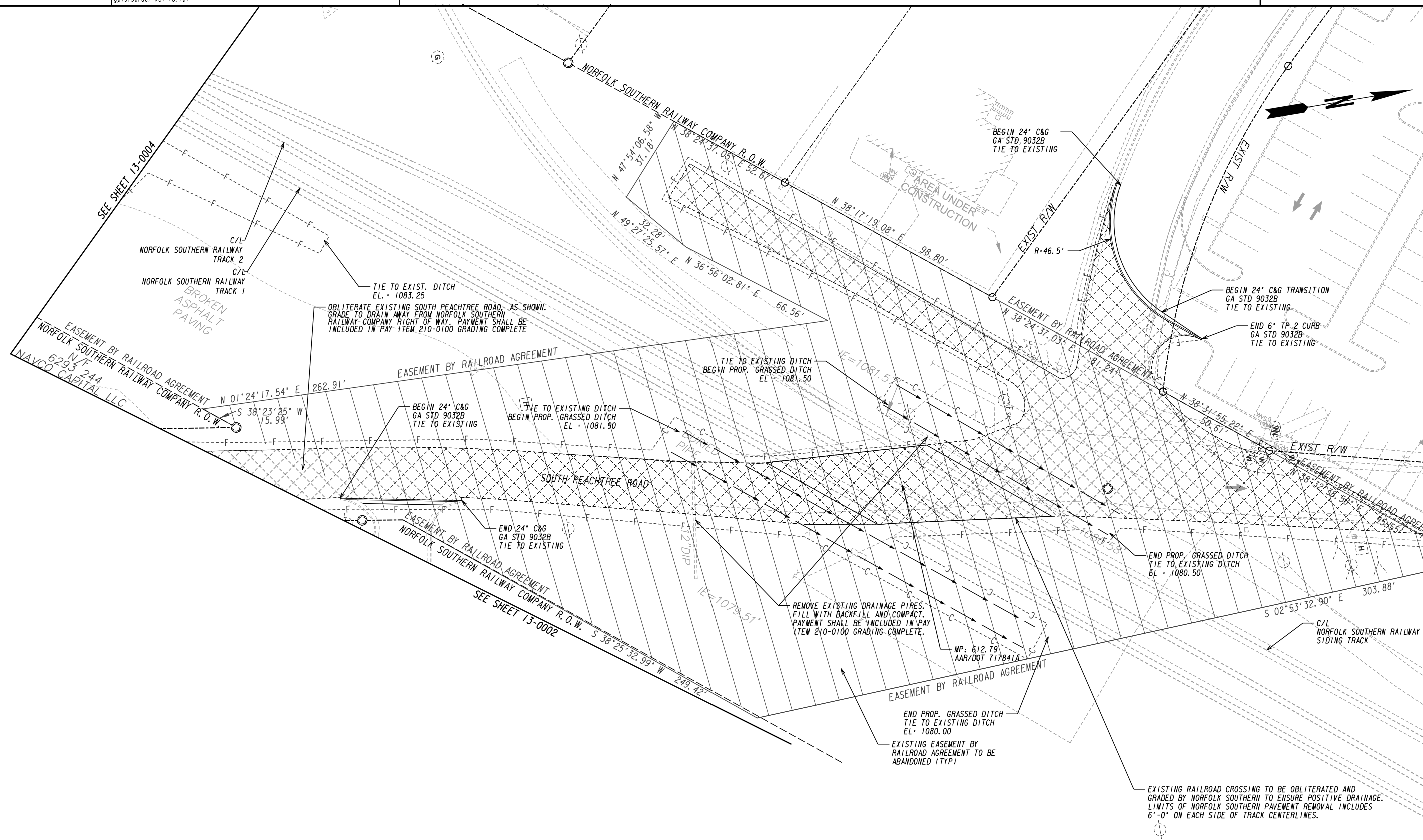


REVISION DATES

CONSTRUCTION PLAN

DAVENPORT ROAD EXTENSION AT SR 13

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0004
CORRECTED:	DATE:	
VERIFIED:	DATE:	

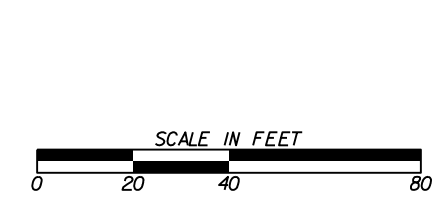


PROPERTY AND EXISTING R/W LINE	-----e-----
REQUIRED R/W LINE	-----
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	-----o-----
END LIMIT OF ACCESS.....ELA	-----o-----
LIMIT OF ACCESS	-----o-----
REQ'D R/W & LIMIT OF ACCESS	-----o-----
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	●-----●-----●

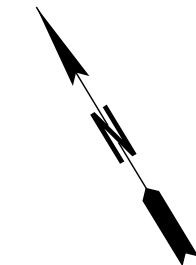
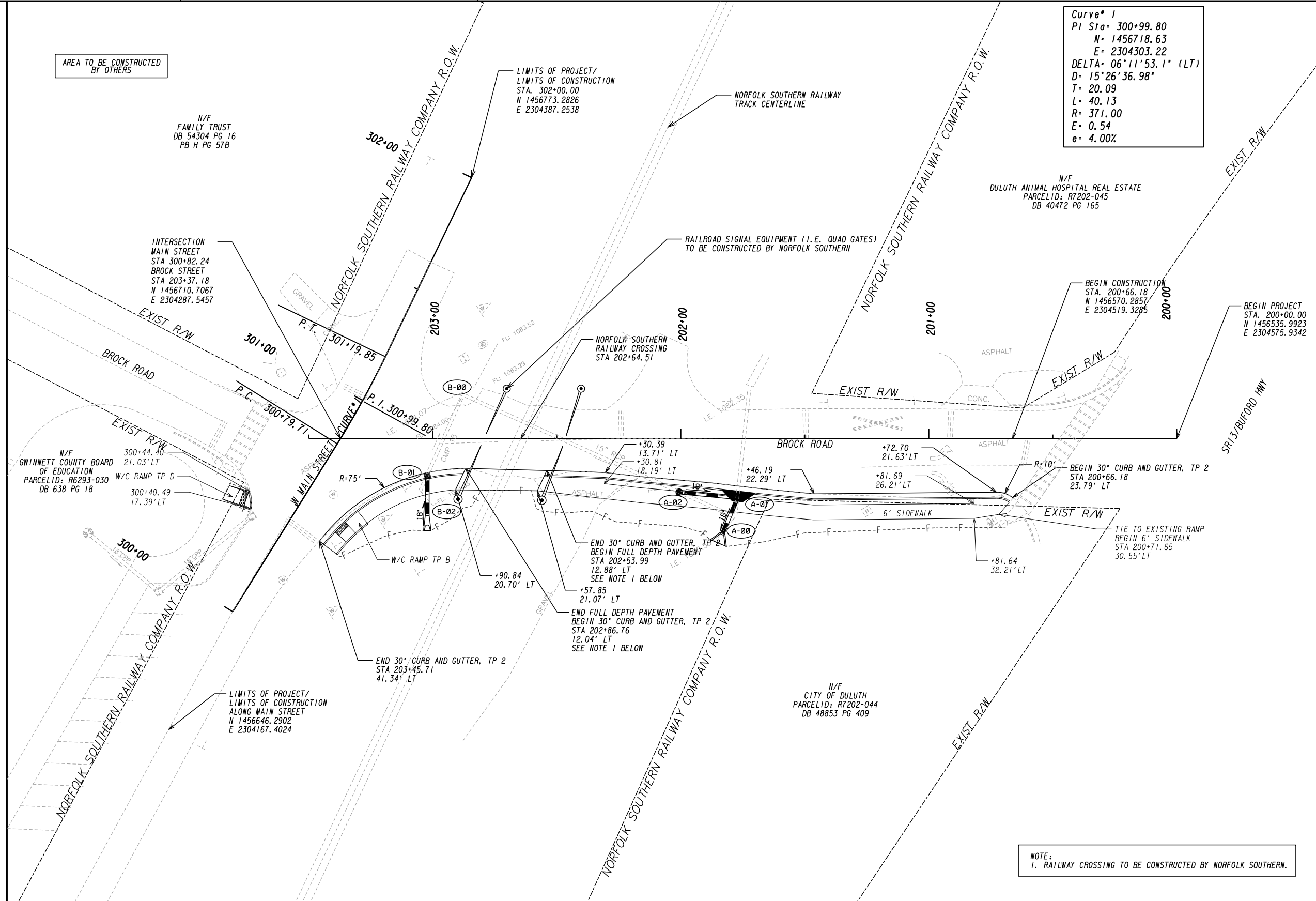
POND
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City of the Spirit
of Good Living



REVISION DATES	

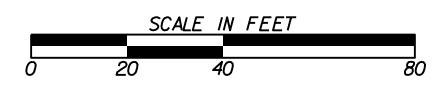
CONSTRUCTION PLAN		
DAVENPORT ROAD EXTENSION AT SR 13		
CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0005
CORRECTED:	DATE:	
VERIFIED:	DATE:	



NOTE:
1. RAILWAY CROSSING TO BE CONSTRUCTED BY NORFOLK SOUTHERN.

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▩
EASEMENT FOR CONSTR OF DRIVES	▧

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	●



REVISION DATES	

CONSTRUCTION PLAN			
DULUTH QUIET ZONE INTERSECTION IMPROVEMENTS			
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	13-0002	
CORRECTED:	DATE:		
VERIFIED:	DATE:		

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Improvement Projects impacting the Railroad, the Railroad’s Public Improvements Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights-of-way until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Public Improvements Engineer.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the Contractor proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad Protective Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the NS Construction Checklist (refer to Appendix J) have been completed.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
 - C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. INTERFERENCE WITH RAILROAD OPERATIONS:
- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Railroad Protective Services or inspection service shall be deferred by the Contractor until the Railroad Protective Services or inspection service required by the Railroad is available at the job site.
 - B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
 - D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.
4. TRACK CLEARANCES:
- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for Railroad Protective Services as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

- b. The contractor should anticipate a minimum of 45 days for NS and their GEC to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.
- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow runoff. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
 - d. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire demolition procedure period.
 - e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
 - f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.
2. Submittal Requirements
- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The

position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures**1. General**

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane,

counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or the Railroad Engineer's authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such Railroad Protective Services as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in the Railroad representative's opinion, blasting is too hazardous or is not in accord with these special provisions.
 3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if the blasting consultant concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.

- e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address, and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any

associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

- L. Cleanup:
 - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Engineer's authorized representative.

- 6. DAMAGES:
 - A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
 - B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

- 7. RAILROAD PROTECTIVE SERVICES:
 - A. Requirements:
 - 1. Railroad Protective Services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.
 - 2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for Railroad Protective Services required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad Protective Services.
 - 3. Normally, the Railroad will assign one Railroad Protective Services personnel to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) Railroad Protective Services personnel may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, Railroad Protective Services personnel may be required full time until the project has been completed.
 - 4. For Projects exceeding 30 days of construction, Contractor shall provide the Railroad Protective Services personnel a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad Protective Services personnel can check in/out with the Project, as well as to the Railroad Protective Services personnel's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and

have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the Railroad Protective Services personnel's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad Protective Services should be scheduled to limit the presence of such personnel at the site. Railroad approval will be required for any Railroad Protective Services requests in excess of 40 hours per week, and in such cases, should be limited to a maximum of 50 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, the Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. The Railroad Protective Services personnel may not be provided until the job site meeting has been conducted and the Contractor's work has been scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of the intent to begin work within Railroad right-of-way in accordance with this special provision, and must receive written or verbal confirmation of this request from the Railroad representative. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 10 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad Protective Services will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad Protective Services are required, no work shall be undertaken until the Railroad Protective Services personnel is present at the job site. It may take 30 days or longer to obtain Railroad Protective Services initially from the Railroad. When Railroad Protective Services begin, the Railroad Protective Services personnel is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If Railroad Protective Services become unnecessary and are suspended, it may take 30 days or longer to again obtain Railroad Protective Services from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before Railroad Protective Service may be discontinued and responsibility for payment stopped.
4. If, after the Railroad Protective Services personnel is assigned to the project site, an emergency arises that requires the personnel's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the personnel is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of Railroad Protective Services which may be required to accomplish the construction.

2. The estimated cost of Railroad Protective Services is the current rate per day based on a 12-hour workday. This cost includes the base pay for the Railroad Protective Services personnel, overhead, and includes a per diem charge for travel expenses, meals, and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the personnel who is available Railroad Protective Services at the time the service is required.
3. Work by Railroad Protective Services in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by Railroad Protective Services in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the Railroad Protective Services rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Railroad Protective Services costs are subject to change. The above estimates of Railroad Protective Services costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad's Protective Services personnel will electronically enter Railroad Protective Services time via the Railroad's electronic billing system. Any complaints concerning Railroad Protective Services must be resolved in a timely manner. If the need for Railroad Protective Services is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to the Railroad Engineer.
2. The Railroad Protective Services personnel assigned to the project will be responsible for notifying the Sponsor's Representative upon arrival at the job site on the first day (or as soon thereafter as possible) that Railroad Protective Services begin and on the last day that the Railroad Protective Services personnel performs such services for each separate period that services are provided. The Sponsor's Representative will document such notification in the project records. When requested, the Sponsor's Representative will also sign the Railroad Protective Services personnel's document(s) showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance,

necessary watching and Railroad Protective Services thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

- C. No one is allowed within 25' of the centerline of track without specific authorization from the Railroad.
 - D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
 - E. No one is allowed to cross tracks without specific authorization from the Railroad.
 - F. All welders and cutting torches working within 25' of track must stop when train is passing.
 - G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.
13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:
- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and Railroad Protective Services personnel.
 - B. No crane or boom equipment will be allowed to foul track or lift a load over the track without Railroad Protective Services personnel authorized to obtain track time.
 - C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
 - D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
 - E. Swinging loads must be secured to prevent movement while train is passing.
 - F. No loads will be suspended above a moving train.
 - G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad official and Railroad Protective Services personnel.
 - H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad official and Railroad Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 4.A.2 and shall be maintained for the duration of construction.
 - I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Railroad Protective Services personnel.
 - J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Railroad Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
 - K. All equipment, loads and cables are prohibited from touching rails.

- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and Railroad Protective Services personnel.
 - M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
 - N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
 - O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
 - P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad Protective Services personnel to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).
14. INSURANCE:
- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.
 - 2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
 - 3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
 - 4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

5. All insurance required in Section 14.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
 6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.
 7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
 8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 14.A shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.
 9. All policies required in Section 14.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
 10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
 11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 14.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.
 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 14.A.
- B. In addition to the insurances required in Section 14.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
- (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:
- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion

- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) An Endorsement that limits or excludes Professional Liability coverage
- (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (7) An Endorsement that excludes TRIA coverage
- (8) A Sole Agent Endorsement
- (9) Any type of deductible endorsement or amendment
- (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 14.A and 14.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railway. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railway at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 14.A shall be issued to the Railway at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. Please provide point of contact information with the submission including a phone number and email address.

 For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

 Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #
 2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms



and endorsements along with the policy forms and endorsements as required in Section 14.B.

- b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 14.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: March 25, 2022
- B. NS File No.: CX0103730
- C. NS Milepost: 612.89, 612.79, and 612.28
- D. Sponsor's Project No.: _____

EXHIBIT D

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
Project Description: Elimination of S. Old Peachtree Rd, extension of Davenport Rd, modify Brock Rd
Location: Duluth, GA
Project No.:
Milepost: 612.79
File: CX0103730
Date: Original March 22, 2022

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	30,081
ITEM C - Administration	4,122
ITEM D - Railroad Protective Services	69,629
ITEM E - Communications	0
ITEM F - Signal & Electrical	1,220,359
ITEM G - Track Work	173,073
ITEM H - T-Cubed	0
Total	<u>\$ 1,497,263</u>
Contingency 0%	\$ -
GRAND TOTAL	\$ 1,497,263

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor: 0 Hours @ \$60 / hour= 0
Labor Additives: 0
Travel Expenses: 0
Services by Contract Engineer: 0

NET TOTAL - ITEM A \$ -

EXHIBIT D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		1,000
Services by Contract Engineer:		24,795
		<hr/>
	NET TOTAL - ITEM B	\$ 30,081

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Protective Services Process/Handling Fee:		1,500
Accounting Hours (Labor):	25 Hours @ \$30 / hour=	750
Accounting Additives:		622
		<hr/>
	NET TOTAL - ITEM C	\$ 4,122

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	50 days @ 390.00 per day=	19,500
	(based on working 12 hours/day)	
Labor Additive:		45,129
Travel Expenses, Meals & Lodging:		
	50 days @ \$100/day=	5,000
Rental Vehicle	0 months @ \$950/month=	0
		<hr/>
	NET TOTAL - ITEM D	\$ 69,629

ITEM E - Communications

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
		<hr/>
	NET TOTAL - ITEM E	\$ -

EXHIBIT D

ITEM F - Signal & Electrical

Material:	472,000
Labor:	272,930
Purchase Services:	64,179
Other:	411,250
	<hr/>
NET TOTAL - ITEM F	\$ 1,220,359

ITEM G - Track Work

Material:	115,207
Labor:	14,597
Additive:	33,781
Purchase Services:	9,488
	<hr/>
NET TOTAL - ITEM G	\$ 173,073

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/22/2022). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS File: CX0103730
NS Billing Number: _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or near Duluth, Gwinnett County, Georgia (the "Premises") for the sole purpose of constructing a new Davenport Road at-grade vehicular crossing (DOT# TBD) at RAILWAY Milepost 612.89, removing the existing South Old Peachtree Road at-grade vehicular crossing (DOT# 717841A) at RAILWAY Milepost 612.79, and making improvements to the existing Brock Road at-grade vehicular crossing (DOT# 717839Y) at RAILWAY Milepost 612.28, on behalf of the City of Duluth (the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including

without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS File: CX0103730
NS Billing Number: _____

and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

Print Name: _____

Title _____

Date _____, 20____

Norfolk Southern Checklist for Construction

* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: _____

Sponsor/DOT File #: _____

Norfolk Southern Public Improvement Contact: _____

- Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?
- Has **Insurance** been approved by Norfolk Southern Risk Management Department?
Date Approved: _____
- Has a **Preconstruction Meeting** been held with a Norfolk Southern representative?
Meeting Date: _____
- Has the **Contractor Right-of-Entry Agreement** been executed by contractor and Norfolk Southern? Date Fully Executed: _____
- Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative?
Date Issued _____
- Has **Railroad Protective Services** been assigned? Name/Phone #

- Estimated Start Date for Construction _____
- Estimated End Date for Construction _____

Signed by DOT Representative Date Signed by Contractor Date

Signed by NS Representative Date

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2022 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2022 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2022 fiscal year as follows:

Total Revenues:	<u>74,572,306</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>41,969,221</u>
Total Expenditures:	<u>74,572,306</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth must entered into a contract with Norfolk Southern to construct the Davenport Road extension across the railroad tracks and make improvements to at-grade crossing at South Peachtree Road and Brock Road; and

WHEREAS Norfolk Southern will procure materials and construct the project and the City will reimburse them \$1,497,263 in SPLOST Transportation funds based on the agreement; and

WHEREAS it is requested \$1,497,263 in 2017 SPLOST Transportation funds be added to the Davenport Road Extension – Infrastructure line item, including related transfers; and

NOW THEREFORE, the City of Duluth 2022 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>76,069,569</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>43,466,484</u>
Total Expenditures:	<u>76,069,569</u>

IT IS SO ORDAINED this _____ day of _____, 2022.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DEED

GEORGIA, GWINNETT COUNTY

PROJECT NO.: S-135-00931-1

P. I. NO.: N/A

THIS CONVEYANCE made and executed the _____ day of _____, 20 _____.

WITNESSETH that the CITY OF DULUTH, the undersigned (hereinafter) referred to as “Grantor”), is the owner of a tract of land in GWINNETT COUNTY, through which the extension of Davenport Road, known as Project No. S-135-00931-1, has been laid out by the City of Duluth being more particularly described in a map and drawing of said road in the attached Exhibit A, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in the 1263 Georgia Militia District of Gwinnett County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.050 acres, more or less, as shown colored yellow on the plat of the property prepared by the City of Duluth, dated February 24, 2022 said plat attached hereto and made a part of this deed as Exhibit “A”.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby granted and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

Signatures on following page.

IN WITNESSETH WHEREOF. Grantor has hereunto set his hand and seal the day above written

Signed, Sealed and Delivered

this ____ day of _____
2022, in the presence

MAYOR, Nancy Harris

WITNESS Print Name:

WITNESS Signature

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

SEAL:

Notary Public

NOTARY SEAL:

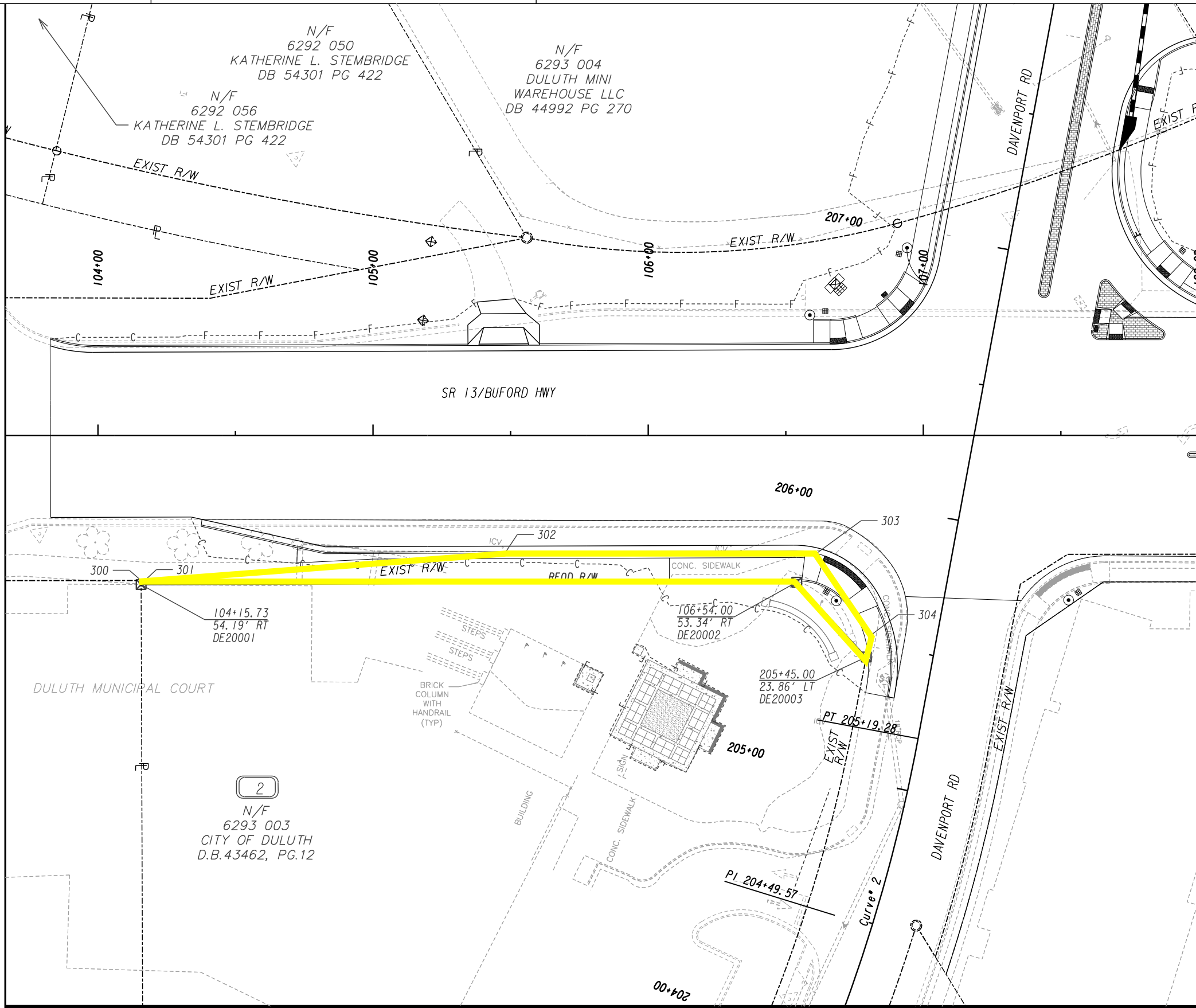


EXHIBIT A

***** PARCEL 2 CITY OF DULUTH REQ'D R/W *****				
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
300	52.68 R	104+15.73	Buford Hwy	
	1.32	N 35°57'27.8" E		
301	52.68 R	104+17.04	Buford Hwy	
	130.75	N 32°00'38.6" E		
302	43.51 R	105+47.47	Buford Hwy	
	113.00	N 35°57'27.8" E		
303	43.36 R	106+60.47	Buford Hwy	
	35.73	S 88°38'04.5" E		
304	23.80 L	205+52.94	Davenport Rd	
	7.94	S 43°01'14.0" E		
DE20003	23.86 L	205+45.00	Davenport Rd	
	37.13	S 83°07'11.2" W		
DE20002	53.34 R	106+54.00	Buford Hwy	
	238.27	S 35°49'46.4" W		
DE20001	54.19 R	104+15.73	Buford Hwy	
	1.51	N 54°10'04.7" W		
300	52.68 R	104+15.73	Buford Hwy	
REQD R/W	= 2189.04	SF		
REQD R/W	= 0.050	ACRES		
REMAINDER	= +/- 1.6	ACRES		

***** PARCEL 2 CITY OF DULUTH REQ'D R/W *****

Commencing at 300,
said point being the POINT OF BEGINNING:
thence N 35°57'27.8" E, 1.317 feet to a point 301
thence N 32°00'38.6" E, 130.750 feet to a point 302
thence N 35°57'27.8" E, 113.000 feet to a point 303
thence S 88°38'04.5" E, 35.725 feet to a point 304
thence S 43°01'14.0" E, 7.940 feet to a point DE20003
thence S 83°07'11.2" W, 37.134 feet to a point DE20002
thence S 35°49'46.4" W, 238.271 feet to a point DE20001
thence N 54°10'04.7" W, 1.507 feet to a point 300
and the POINT OF BEGINNING.

The above described parcel contains 0.05 acres (2189.038 sq.ft.)

PROPERTY AND EXISTING R/W LINE	-----e-----
REQUIRED R/W LINE	-----
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---o---o---
END LIMIT OF ACCESS.....ELA	---||---||---
REQ'D LIMIT OF ACCESS	---o---o---
REQ'D LIMIT OF ACCESS & R/W	---||---||---
ORANGE BARRIER FENCE	---●---●---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---▲---▲---

POND
Architects ■ Engineers ■ Planners

SCALE IN FEET
0 20 40 80

DATE	REVISIONS

CITY OF DULUTH	
RIGHT OF WAY MAP	
PROJECT: DAVENPORT ROAD EXTENSION	
COUNTY: GWINNETT	
LAND LOT NO: 293	
LAND DISTRICT: 1	
GMD 1263	
DATE 02/24/2022	

Rev: April 2022

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

The City of Duluth

PERMIT ID # A-135-007478-1
STATE ROUTE: 13, MP 8.72 to MP 8.80

THIS AGREEMENT made and entered into this _____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and The City of Duluth hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), A-135-007478-1, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in Gwinnett County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID A-135-007478-1.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Gwinnett County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within

the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through Georgia Interlocal Risk Management Agency.

OR

shall, prior to beginning work, obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.

- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions

or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other

non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- 1 This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- 2 The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- 3 The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of

this Agreement and are incorporated herein by reference.

6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES ON THE FOLLOWING PAGE.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

_____(Seal)
Name and Title: Nancy Harris, Mayor

EXHIBIT A
MAINTENANCE WORK PLAN

for

SR 13/Buford Highway at Davenport Road

From MP 8.72 to MP 8.80

The City of Duluth proposes to provide landscaping, lighting, traffic signal, and stamped crosswalks at the intersection of SR 13/Buford Highway at Davenport Road. The following maintenance requirements will be met:

Watering:

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Ornamental Grasses:

- Trim away dead foliage from ornamental grass clumps in February.
- Trim away old foliage from Liriope in late January or February.

Pruning:

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes).
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to the American National Standards Institute, latest edition, A300 Part 1 pruning standards.

Plant Replacement:

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE.
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding:

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the City of Duluth and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use, as required by state code.

Pest Control:

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the City of Duluth and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

Mowing and Trimming of Grass:

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching:

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" Depth.
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes.
- Keep mulch clear of tree and shrub trunks and crowns, minimum of 3" off of any stem as it enters the ground. Do not bury root flares, remove mulch as necessary to prevent burying root flares, trunks, or shrub stems.

Litter:

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits.

Traffic Signal:

- All traffic signal maintenance will be performed by Gwinnett County Department of Transportation.

Lighting:

- Replacement of damaged light bulbs and/or fixtures to keep them in a clean and operable condition.
- Ensure all foliage is pruned away from fixtures.

Stamped Asphalt Crosswalks:

- Routinely monitor the condition of the crosswalk striping to ensure it clearly defined the areas of the marked crosswalk limits.
- Repair and replace crosswalk striping and material, as needed.

Wayfinding Signage:

- Replacement of damaged sign assemblies (i.e., frame, panels) to keep them in a clean and operable condition.
- Ensure all foliage is pruned away from sign assembly to provide adequate visibility at all times.

NOTES:

1. All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.
2. For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Rev: April 2022

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

The City of Duluth

**PERMIT ID # A-135-007198-1
STATE ROUTE: 120, MP 2.42 to MP 2.43**

THIS AGREEMENT made and entered into this _____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and The City of Duluth hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), A-135-007198-1, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in Gwinnett County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID A-135-007198-1.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Gwinnett County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within

the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through Georgia Interlocal Risk Management Agency.

OR

shall, prior to beginning work, obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.

- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions

or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other

non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X
COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- 1 This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- 2 The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- 3 The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of

this Agreement and are incorporated herein by reference.

6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES ON THE FOLLOWING PAGE.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

_____(Seal)
Name and Title: Nancy Harris, Mayor

EXHIBIT A
MAINTENANCE WORK PLAN

for

SR 120/West Lawrenceville Street

From MP 2.42 to MP 2.43

The City of Duluth proposes to provide landscaping in the raised medians along SR 120/West Lawrenceville Street, between Main Street and SR 13/Buford Highway. The following maintenance requirements will be met:

Watering:

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Ornamental Grasses:

- Trim away dead foliage from ornamental grass clumps in February.
- Trim away old foliage from Liriope in late January or February.

Pruning:

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes).
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to the American National Standards Institute, latest edition, A300 Part 1 pruning standards.

Plant Replacement:

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE.
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding:

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the City of Duluth and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use, as required by state code.

Pest Control:

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the City of Duluth and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

Mowing and Trimming of Grass:

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching:

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" Depth.
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes.
- Keep mulch clear of tree and shrub trunks and crowns, minimum of 3" off of any stem as it enters the ground. Do not bury root flares, remove mulch as necessary to prevent burying root flares, trunks, or shrub stems.

Litter:

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits.

NOTES:

1. All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.
2. For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

GEORGIA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED AND MAINTENANCE AGREEMENT

GEORGIA, GWINNETT COUNTY

PROJECT NO. FR-013-1(51)

P. I. NO. 130960

THIS INDENTURE, made this day 3 of February, 2022, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, party of the first part, and CITY OF DULUTH, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLARS (\$1.00), cash in hand paid, the receipt of whereof is hereby acknowledged has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcels of land described on the attached plats; and

WHEREAS, the CITY and the DEPARTMENT agree that the CITY shall provide for proper maintenance of the roadway system that approaches, goes under, above or adjacent to Georgia Department of Transportation Highway Project Number FR-013-1(51) and will make ample provision for such maintenance on roads shown and indicated on attached plats.

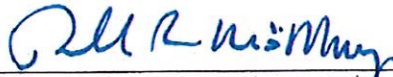
“SEE ATTACHED PLAT”

Said project BEGINNING at station 346 + 16.75 on the centerline of Georgia Highway Project Number FR-13-1(51) running to station 540+25.45.


TO HAVE AND TO HOLD the foregoing highlighted premises on the attached plat, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the party of the second part, his heirs, and assigns, forever.

IN WITNESSETH WHEREOF, the party of the first part, acting by and through the Commissioner of the DEPARTMENT OF TRANSPORTATION, has hereunto caused the hand and seal of the DEPARTMENT OF TRANSPORTATION to be set to these presents the day and year first above written.

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia


BY: 
Russell R. McMurry, P.E.
Commissioner

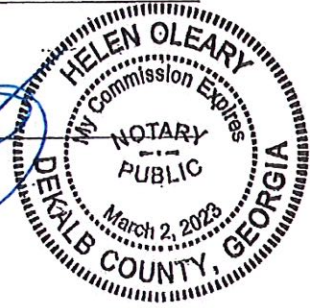
Signed, Sealed and Delivered
this 3rd day of February,
2022, in the presence of:


Witness

ATTEST:

Angela Whitworth
Treasurer


Notary Public

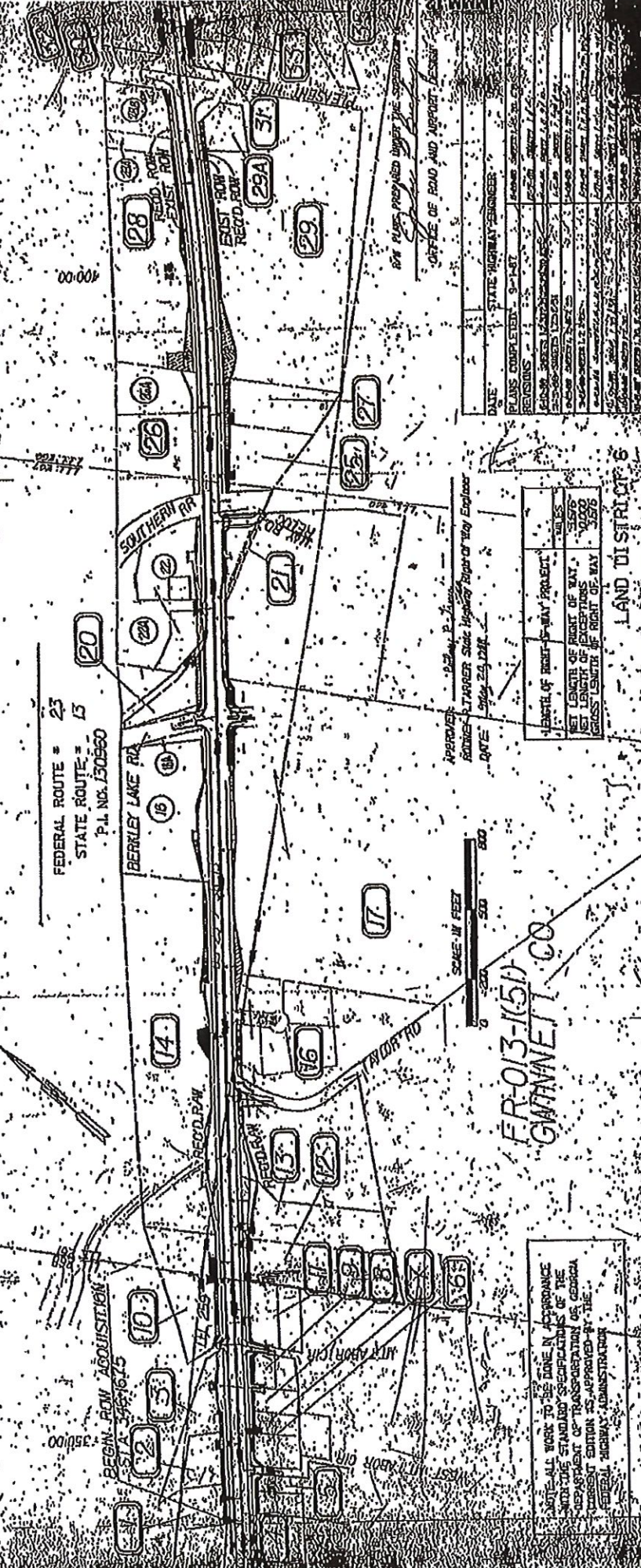
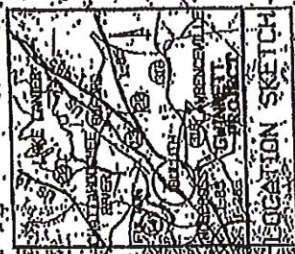


DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

RIGHT OF WAY PROPOSED
S.P. 13 FROM
SPALDING DRIVE TO PEACREE ROAD
GWINNETT COUNTY

FEDERAL AID PROJECT
FR-013-1(51)

FEDERAL ROUTE = 25
STATE ROUTE = 15
P.L. NO. 130860



SCALE IN FEET
0 200 400 600

FR-013-1(51)
GWINNETT CO

NOTE-ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION OF GEORGIA. PRESENT EDITION AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION.

APPROVED: [Signature]
DATE: [Date]

LENGTH OF RIGHT-OF-WAY PROJECT	_____ FEET
NET LENGTH OF RIGHT OF WAY	_____ FEET
NET LENGTH OF EXCEPTIONS	_____ FEET
GROSS LENGTH OF RIGHT OF WAY	_____ FEET

LAND DISTRICT 6

DATE	STATE HIGHWAY ENGINEER
PLANS COMPLETED	9-1-51
REVISIONS	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	

FR-013-1(51)

CONVENTIONAL ENGINEERING

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ROAD AND AIRPORT DESIGN

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

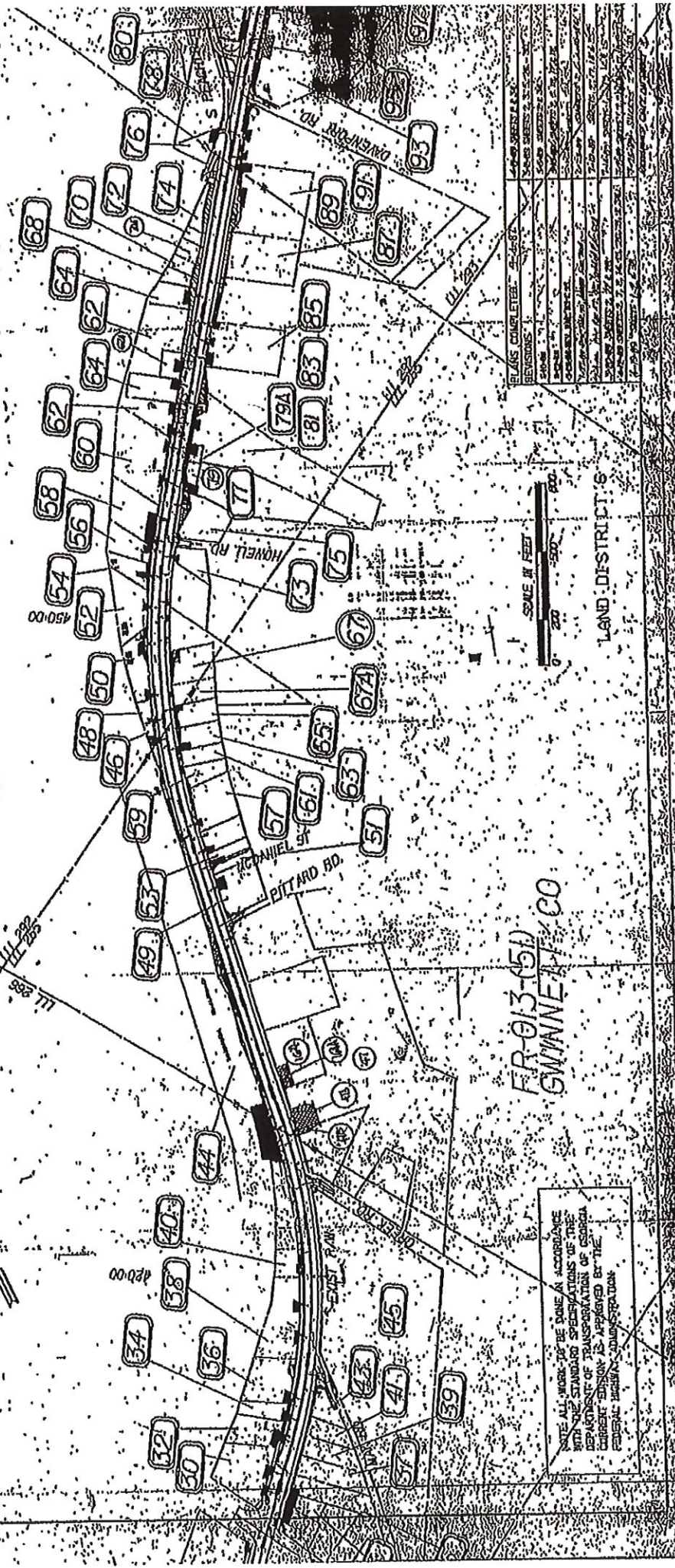
RIGHT OF WAY PROPOSED
FEDERAL AID PROJECT

FR-013-KGD
GWINNETT COUNTY

P.L. NO. 50960

CONVENTIONAL SIGNS

FR-013-1(SI)	2
FR-013-2(SI)	
FR-013-3(SI)	
FR-013-4(SI)	
FR-013-5(SI)	
FR-013-6(SI)	
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FR-013-76(SI)	
FR-013-77(SI)	
FR-013-78(SI)	
FR-013-79(SI)	
FR-013-80(SI)	
FR-013-81(SI)	
FR-013-82(SI)	
FR-013-83(SI)	
FR-013-84(SI)	
FR-013-85(SI)	
FR-013-86(SI)	
FR-013-87(SI)	
FR-013-88(SI)	
FR-013-89(SI)	
FR-013-90(SI)	
FR-013-91(SI)	
FR-013-92(SI)	
FR-013-93(SI)	
FR-013-94(SI)	
FR-013-95(SI)	
FR-013-96(SI)	
FR-013-97(SI)	
FR-013-98(SI)	
FR-013-99(SI)	
FR-013-100(SI)	



FR-013-(51)
GWINNETT CO

NOTE: ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION OF GEORGIA. CURRENT EDITION IS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION.

PLANS COMPLETED	3-24-68
REVISED	3-24-68
DESIGNED BY	W. H. BERRY
CHECKED BY	J. H. BERRY
APPROVED BY	J. H. BERRY
DATE	3-24-68
PROJECT NO.	FR-013-KGD
SECTION	100
TOTAL SECTIONS	100
DATE OF SURVEY	3-24-68
DATE OF PLANNING	3-24-68
DATE OF DESIGN	3-24-68
DATE OF CHECKING	3-24-68
DATE OF APPROVAL	3-24-68

SCALE IN FEET
0 200 400 600 800

LAND DISTRICT'S

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY PROPOSED FEDERAL AID PROJECT

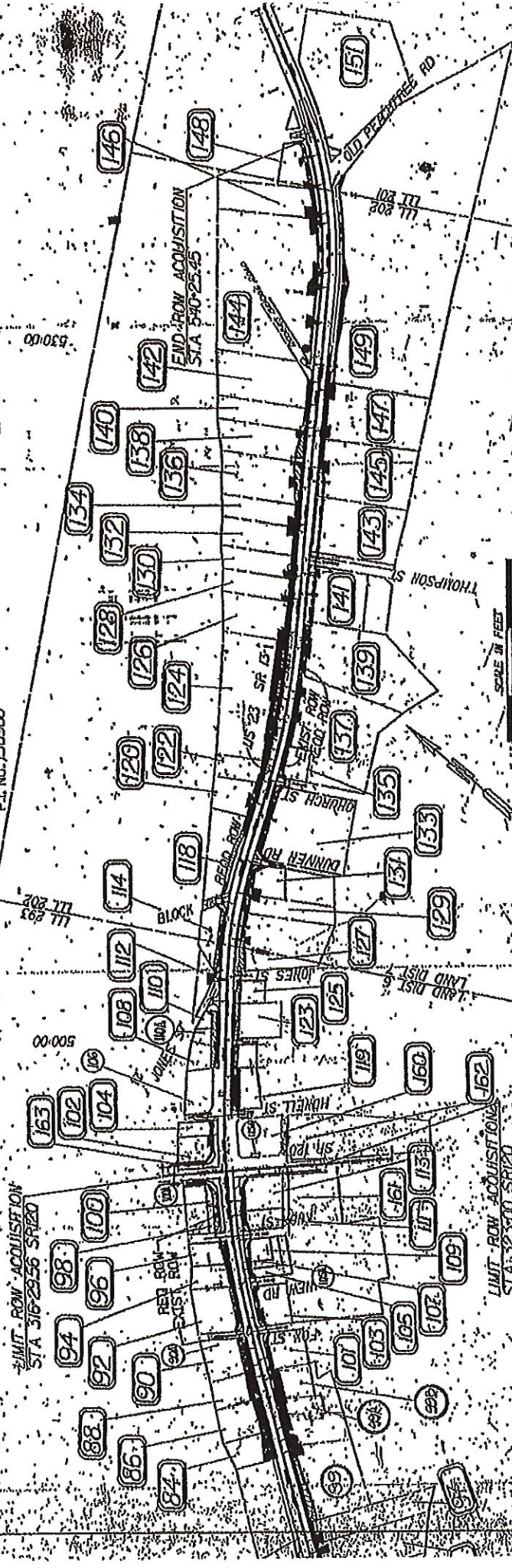
FR-013-151
GWINNETT COUNTY

P.L. NO. 150960

STATE	GA.
FEDERAL AID PROJECT NO.	FR-013-151
DATE	3 39

CONVENTIONAL SIGNS

- STATE OR COUNTY LINE
- CITY LIMIT LINE
- COUNTY OR TOWNSHIP LINE
- SECTION OR RANGE LINE
- RIGHT OF WAY LINE
- ADJACENT PROPERTY
- PROPOSED HIGHWAY
- PROPOSED ROAD
- PROPOSED DRIVE
- PROPOSED ALLEY
- PROPOSED EASEMENT
- PROPOSED UTILITY
- PROPOSED TELEPHONE
- PROPOSED FENCE
- PROPOSED SIGN
- PROPOSED LIGHT
- PROPOSED STRUCTURE
- PROPOSED OBSTACLE
- PROPOSED HAZARD
- PROPOSED DANGER
- PROPOSED WARNING
- PROPOSED INFORMATION
- PROPOSED REGULATORY
- PROPOSED OTHER



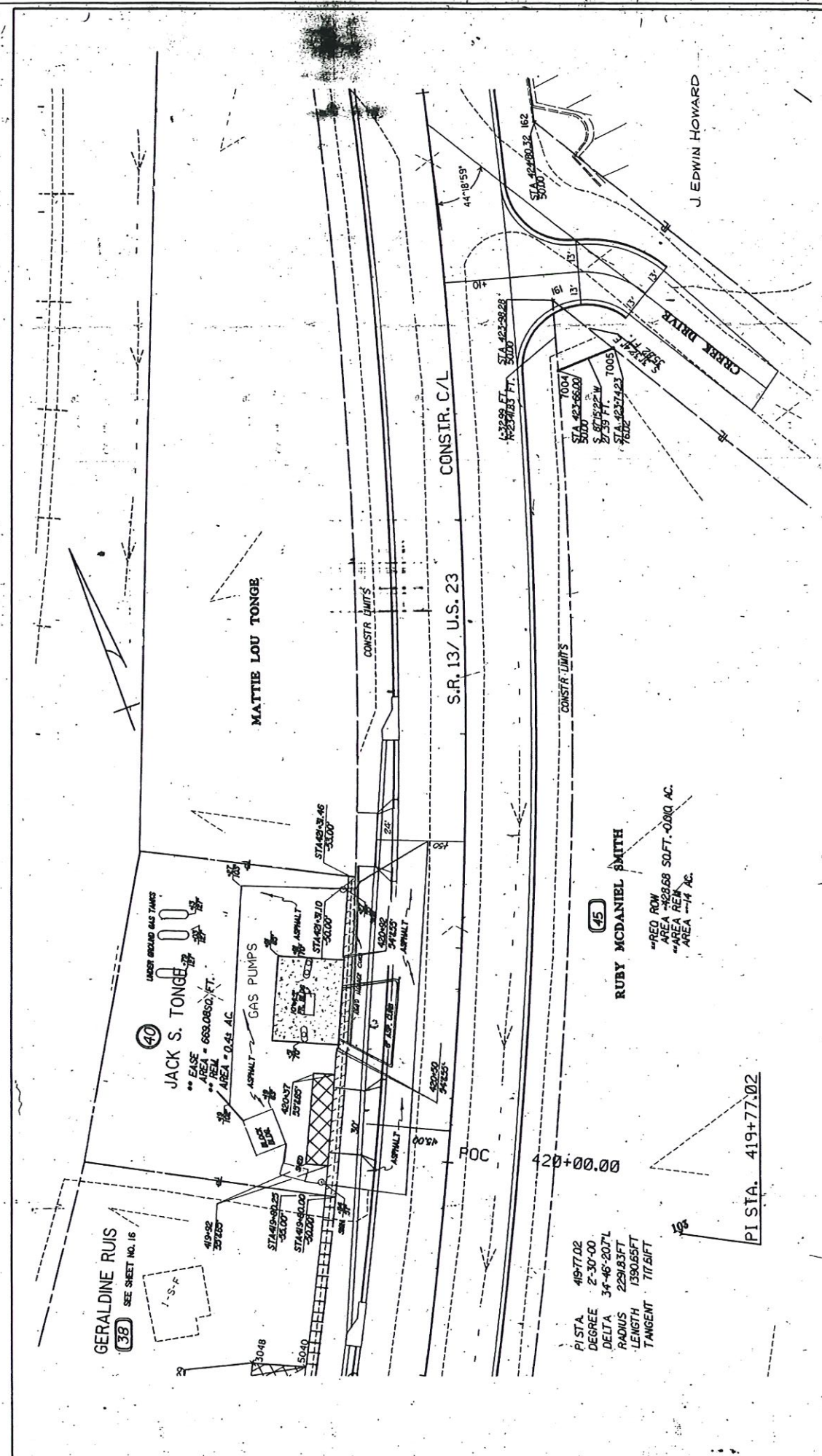
REVISIONS	DATE	BY	DESCRIPTION
1	12-29-59	...	...
2	1-14-60	...	...
3	2-10-60	...	...
4	3-10-60	...	...
5	4-10-60	...	...
6	5-10-60	...	...
7	6-10-60	...	...
8	7-10-60	...	...
9	8-10-60	...	...

NO.	DATE	BY	DESCRIPTION
1	12-29-59	...	...
2	1-14-60	...	...
3	2-10-60	...	...
4	3-10-60	...	...
5	4-10-60	...	...
6	5-10-60	...	...
7	6-10-60	...	...
8	7-10-60	...	...
9	8-10-60	...	...

NO.	DATE	BY	DESCRIPTION
1	12-29-59	...	...
2	1-14-60	...	...
3	2-10-60	...	...
4	3-10-60	...	...
5	4-10-60	...	...
6	5-10-60	...	...
7	6-10-60	...	...
8	7-10-60	...	...
9	8-10-60	...	...

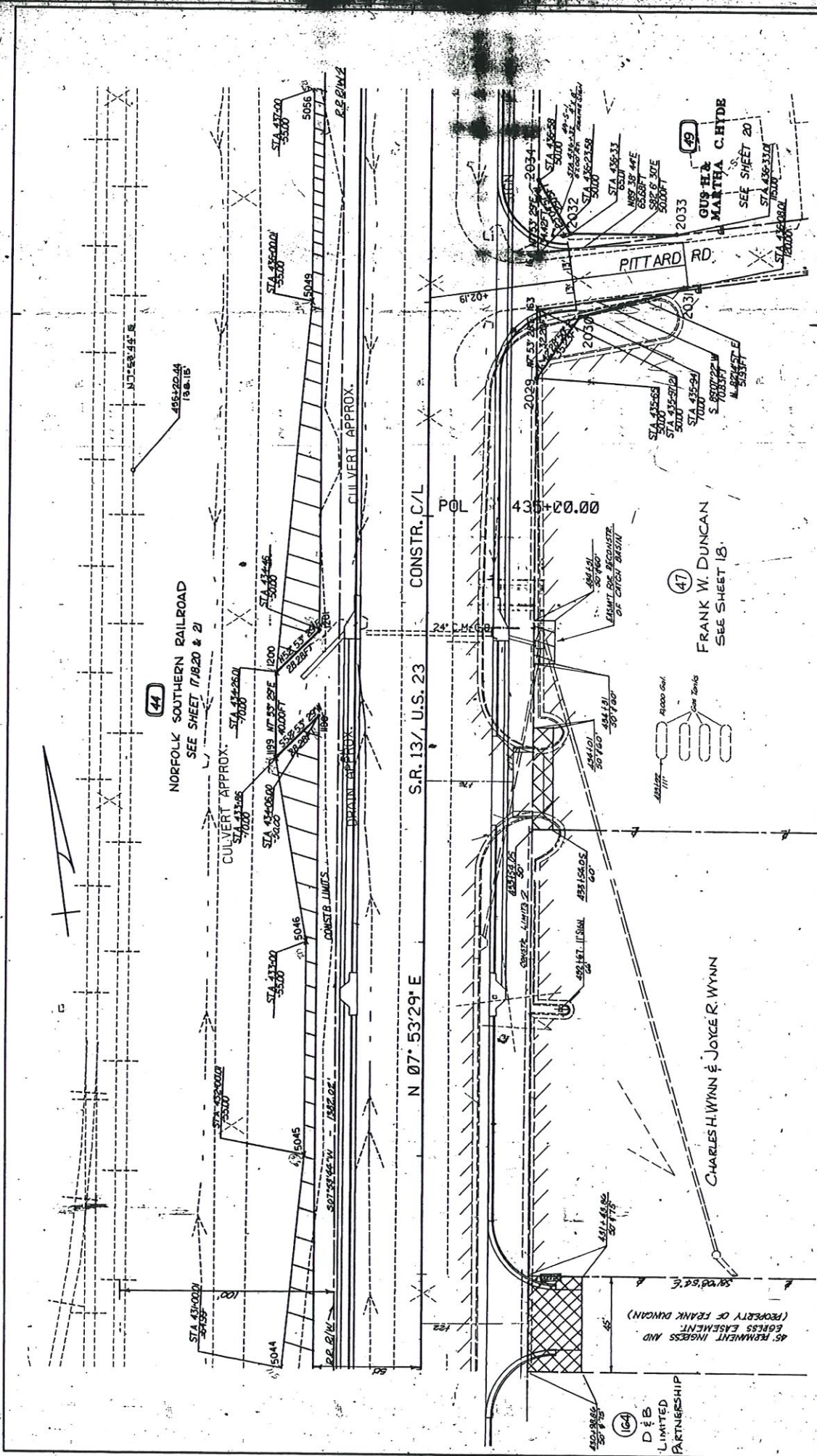
FR-013-151
GWINNETT COUNTY

NOTE: ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION OF GEORGIA, CURRENT EDITION AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION.



PROPERTY AND EXISTING R/W LINE REQUIRED R/W CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS..... REQUIRED R/W AND LIMIT OF ACCESS.....	SCALE IN FEET 	REVISIONS DATE REVISIONS DATE REVISIONS DATE REVISIONS DATE	REVISED BY DATE REVISED BY DATE REVISED BY DATE REVISED BY DATE	LAND LOT NO. 266 LAND DISTRICT #6 COUNTY GWINNETT CITY GWINNETT STATE GA. PROJECT FR-013-1(51) COUNTY GWINNETT DATE 09-01-87 SH 17 OF 39
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J. EDWIN HOWARD



GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT FR-013-1(51)
 COUNTY GWINNETT
 DATE 09-01-87 SH 19 OF 39

DATE	REVISIONS	LAND LOT NO.	LAND DISTRICT
2-2-82	ADDED ROAD AND TRAIL	286	16
7-2-82	REVISED ROAD AND TRAIL	286	16
1-2-83	REVISED ROAD AND TRAIL	286	16
4-2-83	REVISED ROAD AND TRAIL	286	16
5-4-83	REVISED ROAD AND TRAIL	286	16

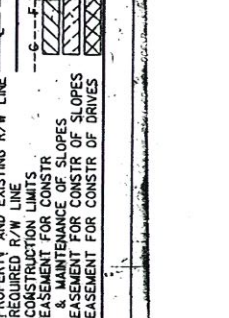
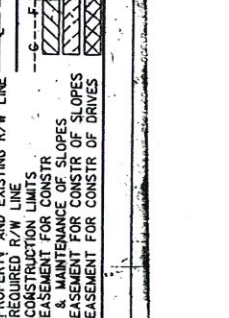
(44)
 NORFOLK SOUTHERN RAILROAD
 SEE SHEET 1719.20 & 21

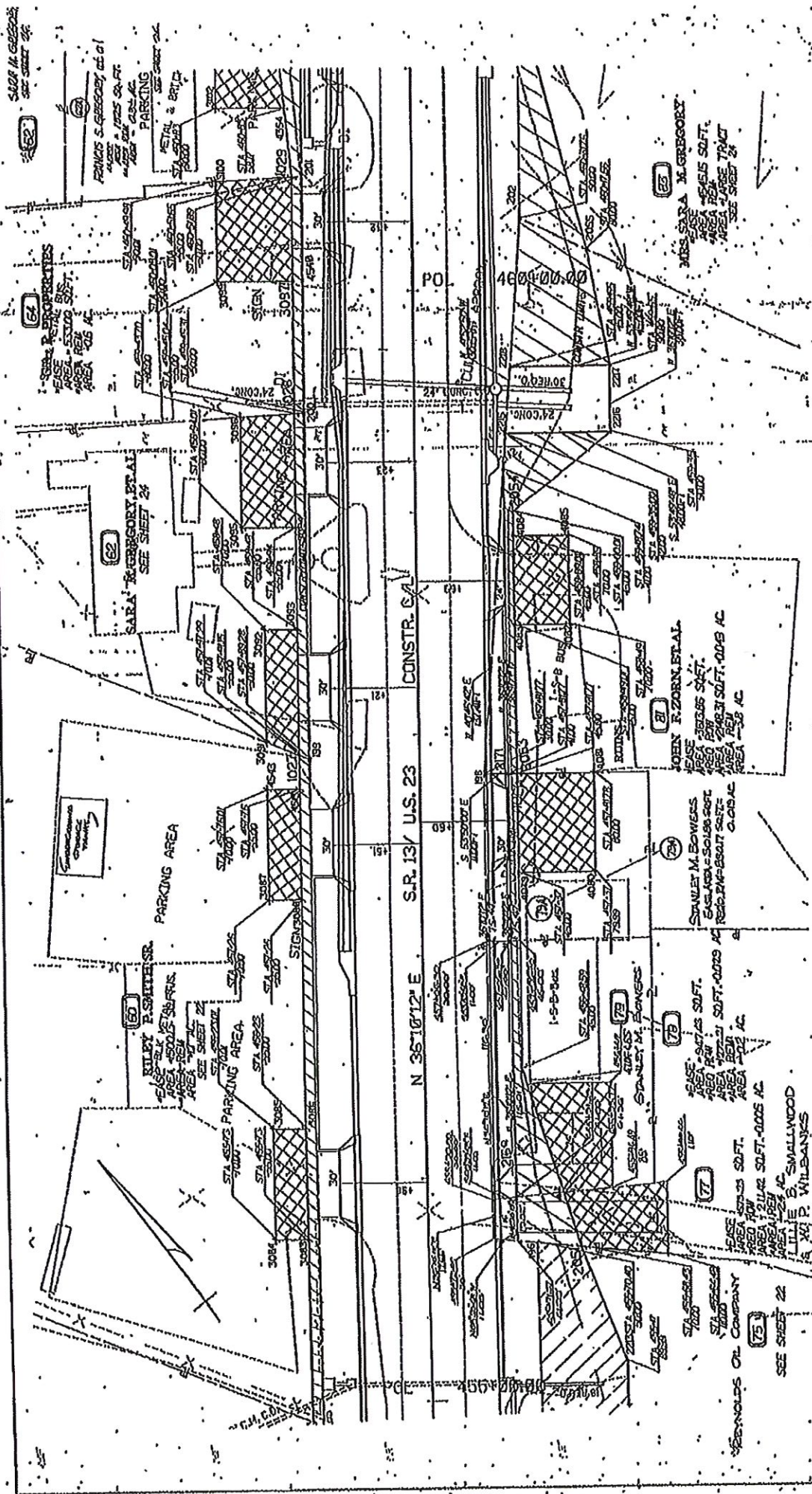
(47)
 FRANK W. DUNCAN
 SEE SHEET 18.

(49)
 GUTHRIE & MARTHA C. HYDE
 SEE SHEET 20.

CHARLES H. WYNN & JOYCE R. WYNN

S.R. 13 / U.S. 23
 N 07° 53' 29" E
 CONSTR. C/L





REVISIONS	DATE	REVISIONS	DATE
1	10/20/22	1	10/20/22
2	10/20/22	2	10/20/22
3	10/20/22	3	10/20/22
4	10/20/22	4	10/20/22
5	10/20/22	5	10/20/22
6	10/20/22	6	10/20/22
7	10/20/22	7	10/20/22
8	10/20/22	8	10/20/22
9	10/20/22	9	10/20/22
10	10/20/22	10	10/20/22

PROPERTY AND EXISTING R/W LINE	2	BLA
REQUIRED R/W LINE	3	BLA
CONSTRUCTION LIMITS	4	BLA
EASEMENT FOR CONSTR	5	BLA
MAINTENANCE OF SLOPES	6	BLA
EASEMENT FOR CONSTR OF DRAINAGE	7	BLA
EASEMENT FOR CONSTR OF DRAINAGE	8	BLA

BEGIN LIMIT OF ADDRESS
 END LIMIT OF ADDRESS
 LIMIT OF ADDRESS
 REDUCED R/W AND LIMIT OF ACCESS

SCALE IN FEET
 0 20 40 80

WENOLDS OIL COMPANY
 SEE SHEET 22

RILEY P. SMITH
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

STANLEY M. BOWERS
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

JOHN R. ZORN ET AL.
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

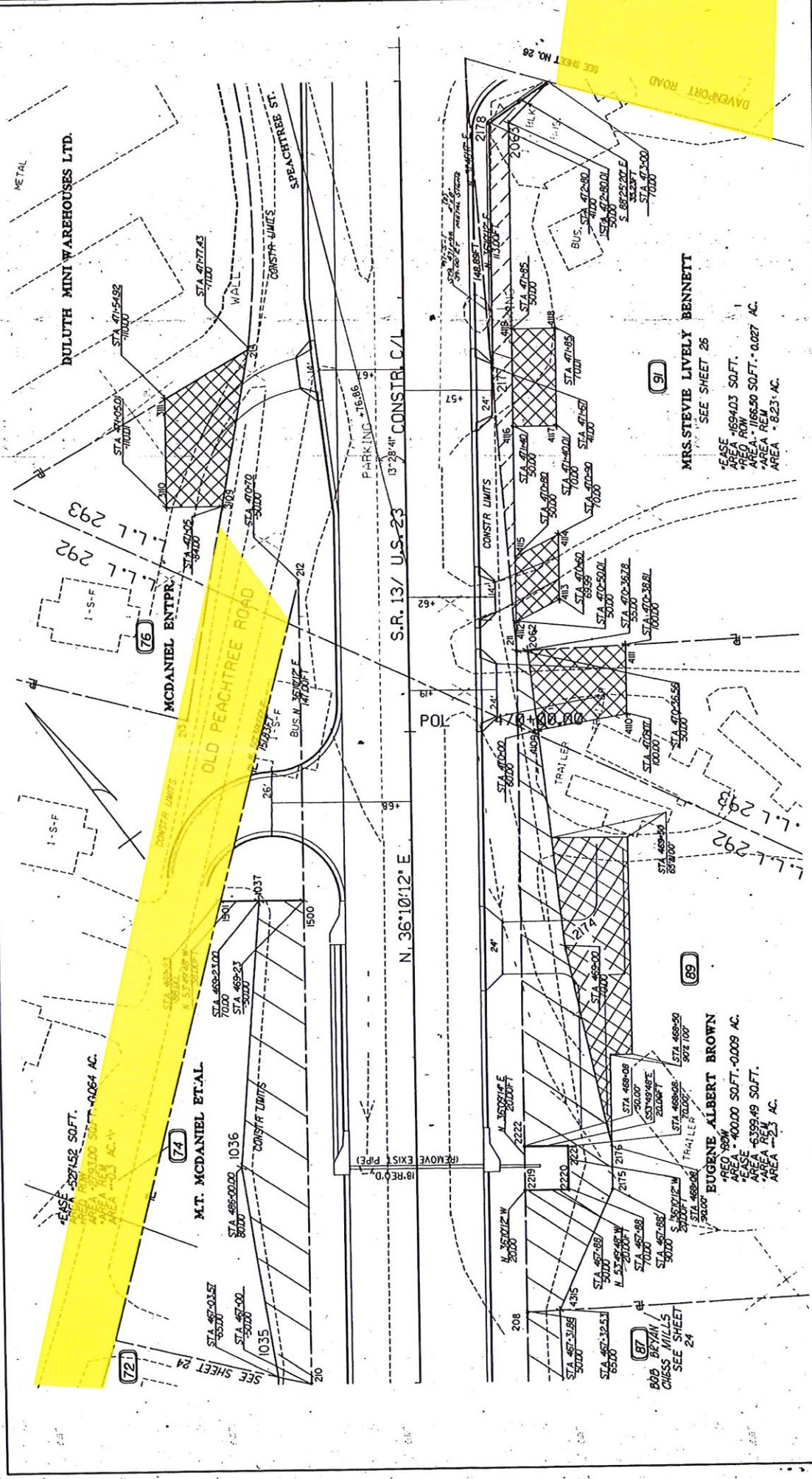
SARA M. GREGORY ET AL.
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

FRANCIS S. GREGORY
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

MRS. SARA M. GREGORY
 EASEMENT
 AREA 1.00 AC
 SEE SHEET 22

GEORGIA DEPARTMENT OF TRANSPORTATION
 RICHIE, OF WAY, MA
 PROJECT: SR-13/US-23
 COUNTY: GWINNETT
 DATE: 08-21-22

17-10-2022

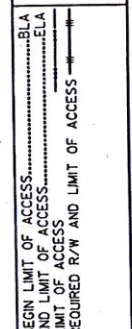


GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT FR-013-1(51)
 COUNTY GWINNETT
 DATE 09-01-87 SH 25 OF 39

REVISIONS	DATE	DESCRIPTION
1	09/01/87	ISSUED FOR RECORD
2	09/01/87	REVISED TO SHOW CHANGES
3	09/01/87	REVISED TO SHOW CHANGES
4	09/01/87	REVISED TO SHOW CHANGES
5	09/01/87	REVISED TO SHOW CHANGES

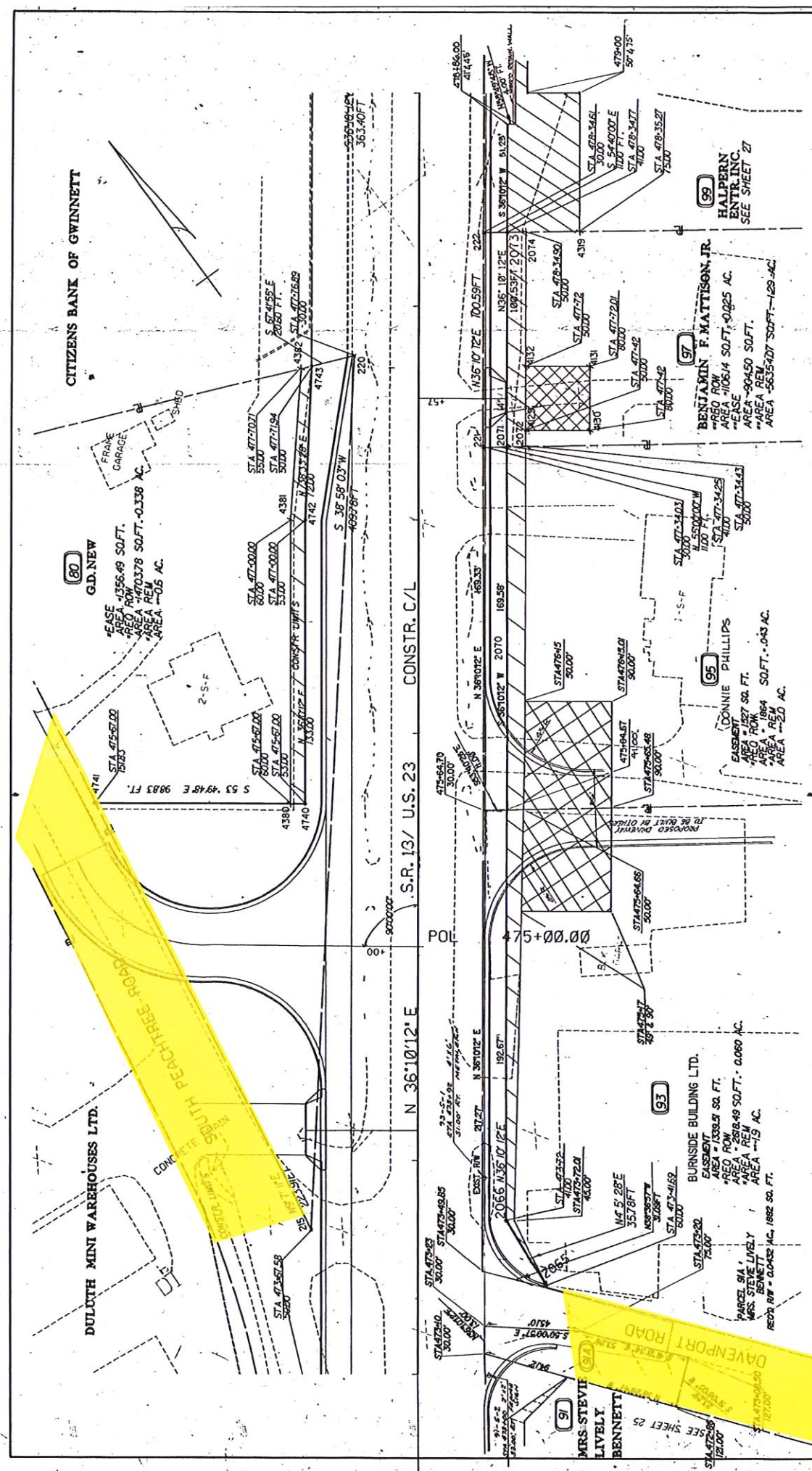
REVISIONS	DATE	DESCRIPTION
6	09/01/87	REVISED TO SHOW CHANGES
7	09/01/87	REVISED TO SHOW CHANGES
8	09/01/87	REVISED TO SHOW CHANGES
9	09/01/87	REVISED TO SHOW CHANGES
10	09/01/87	REVISED TO SHOW CHANGES

PROPERTY AND EXISTING R/W LINE	REVISIONS	DATE	DESCRIPTION
—	1	09/01/87	BEGIN LIMIT OF ACCESS
—	2	09/01/87	END LIMIT OF ACCESS
—	3	09/01/87	REQUIRED R/W AND LIMIT OF ACCESS
—	4	09/01/87	CONSTRUCTION CONST.
—	5	09/01/87	EASEMENT FOR CONST. OF SLOPES
—	6	09/01/87	EASEMENT FOR CONST. OF DRIVES



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION CONST.
 EASEMENT FOR CONST. OF SLOPES
 EASEMENT FOR CONST. OF DRIVES

SEE SHEET 24
 SEE SHEET 25
 SEE SHEET 26



CITIZENS BANK OF GWINNETT

DULUTH MINI WAREHOUSES LTD.

G.D. NEW

BURNSIDE BUILDING LTD.

MRS. STEVE LIVELY BENNETT

CONNIE PHILLIPS

BENJAMIN F. MATTISON, JR.

HAIBERRY ENTER INC.

S.R. 13/ U.S. 23 CONSTR. C/L

N 36°10'12" E

S 38°58'03" W

N 36°10'12" E

N 36°10'12" E

N 36°10'12" E

S 38°58'03" W

N 36°10'12" E

N 36°10'12" E

S 38°58'03" W

N 36°10'12" E

S 38°58'03" W

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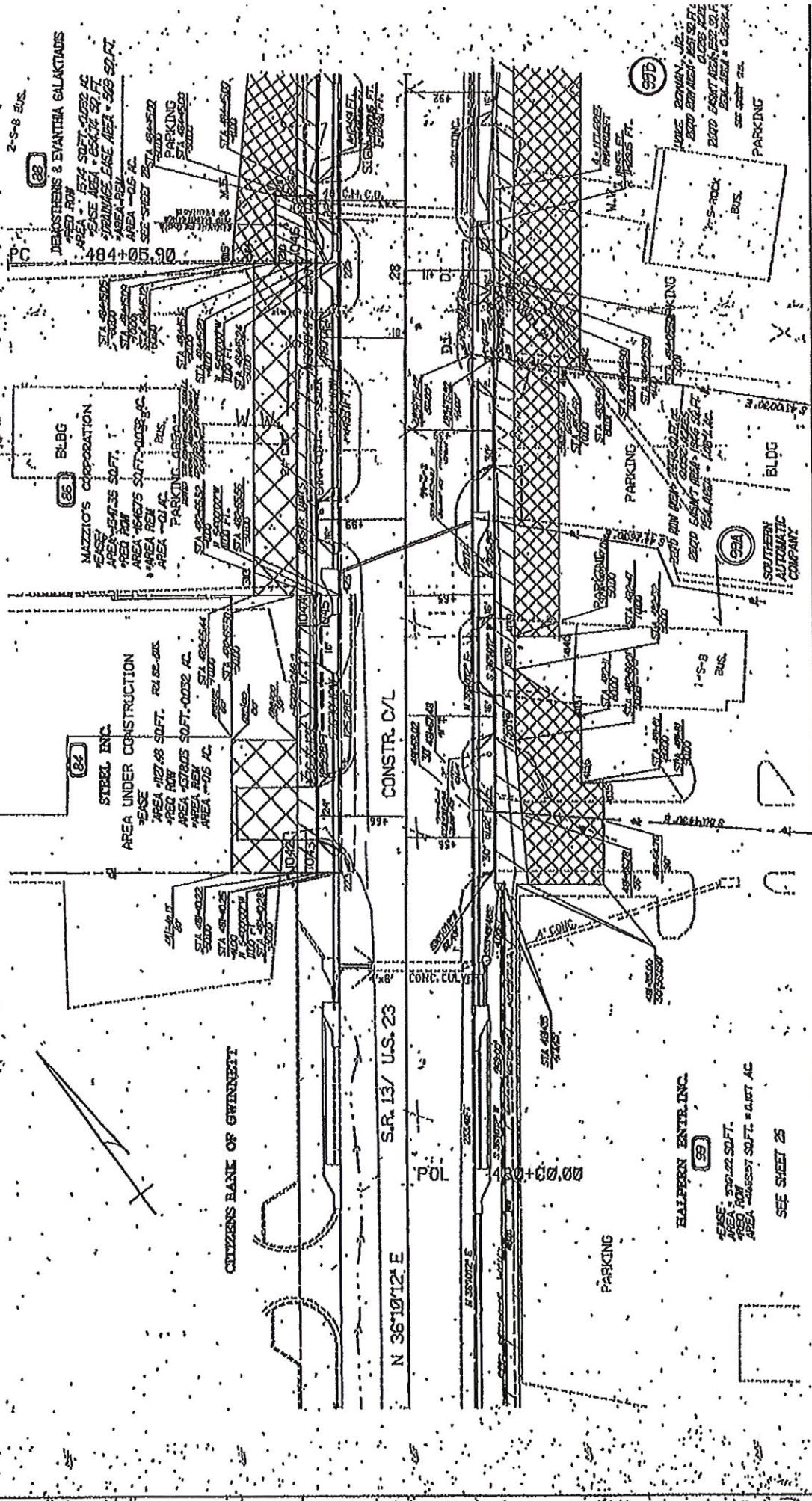
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GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT FR-9131(5)
 COUNTY GWINNETT
 DATE 09-01-87 SR 27 - OF 39

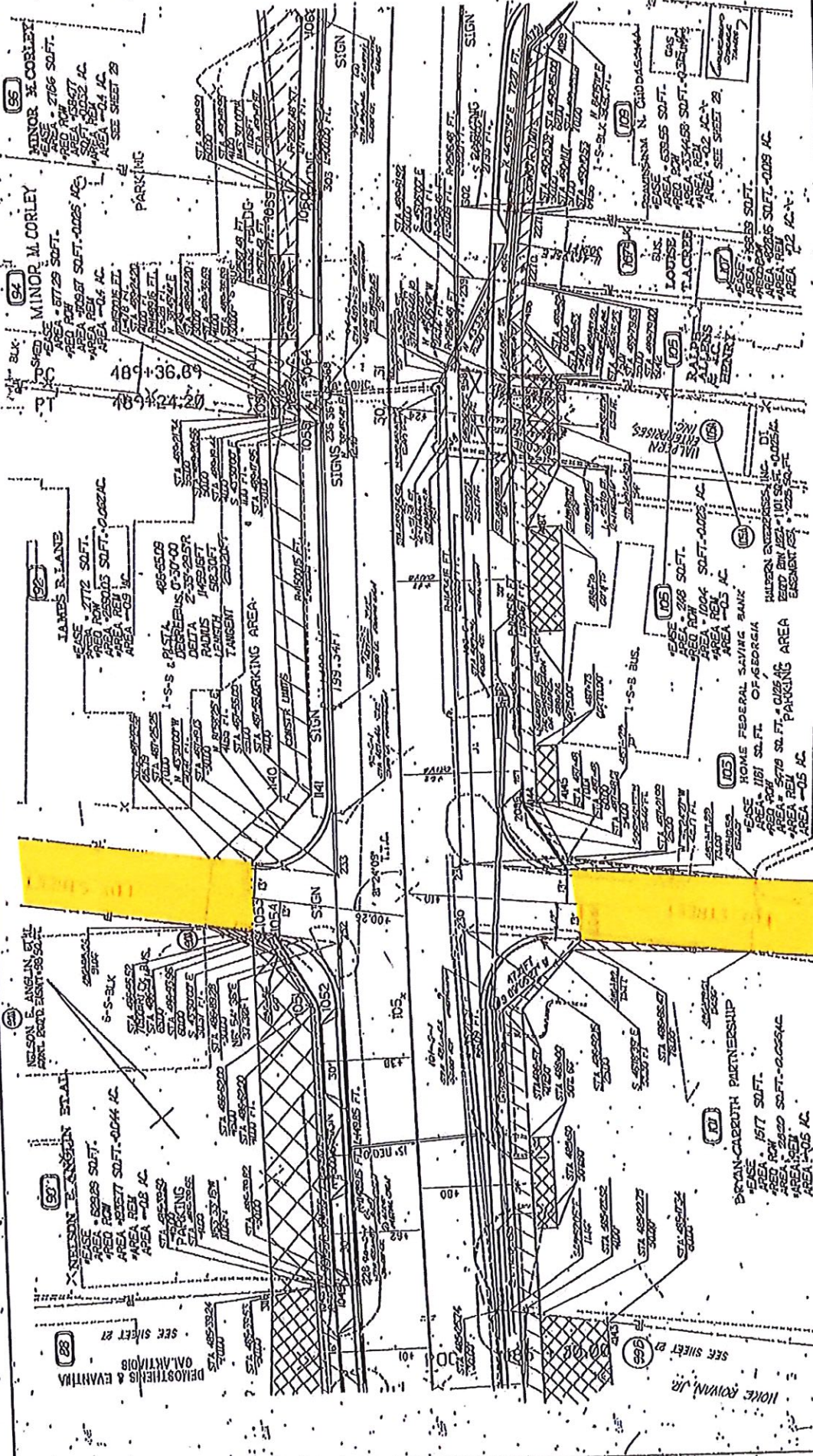
DATE	REVISIONS	DATE	REVISIONS
8/10/87	1. PREPARED FOR CONSTRUCTION OF THIS PROJECT		
8/10/87	2. REVISED FOR PERMITTING PURPOSES		
8/10/87	3. REVISED FOR PERMITTING PURPOSES		
8/10/87	4. REVISED FOR PERMITTING PURPOSES		
8/10/87	5. REVISED FOR PERMITTING PURPOSES		
8/10/87	6. REVISED FOR PERMITTING PURPOSES		
8/10/87	7. REVISED FOR PERMITTING PURPOSES		
8/10/87	8. REVISED FOR PERMITTING PURPOSES		
8/10/87	9. REVISED FOR PERMITTING PURPOSES		
8/10/87	10. REVISED FOR PERMITTING PURPOSES		

SCALE IN FEET

PROPERTY AND EXISTING R/W LINE	BLA	EIA
REQUIREMENT FOR ACCESS	REQUIREMENT FOR ACCESS	REQUIREMENT FOR ACCESS
CONSTRUCTION LIMITS	CONSTRUCTION LIMITS	CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES	EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES	EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTRUCTION OF DROVES	EASEMENT FOR CONSTRUCTION OF DROVES	EASEMENT FOR CONSTRUCTION OF DROVES

SEE SHEET 26

DATE PLOTTED: 09/01/87 11:00 AM

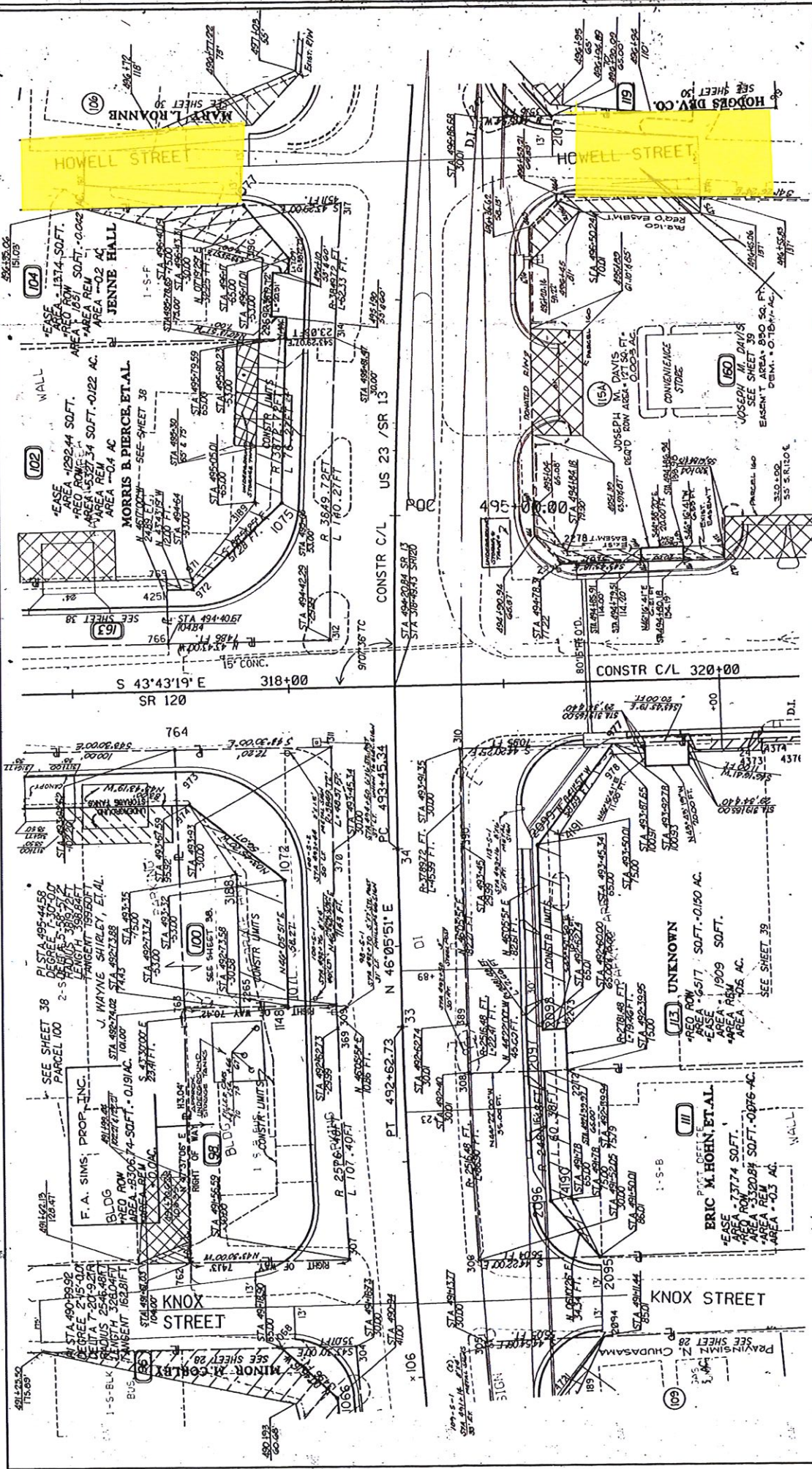


GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
COUNTY GWINNETT
PROJECT FR-013-1 (51)
DATE 09-01-87 SH 28 OF 28

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.	REV. NO.
09-01-87	1. PREPARED FOR TRANSPORTATION	09-01-87	1. PREPARED FOR TRANSPORTATION	105	1
08-01-87	2. REVISED FOR PERMITS	08-01-87	2. REVISED FOR PERMITS	106	2
07-01-87	3. REVISED FOR PERMITS	07-01-87	3. REVISED FOR PERMITS	107	3
06-01-87	4. REVISED FOR PERMITS	06-01-87	4. REVISED FOR PERMITS	108	4
05-01-87	5. REVISED FOR PERMITS	05-01-87	5. REVISED FOR PERMITS	109	5
04-01-87	6. REVISED FOR PERMITS	04-01-87	6. REVISED FOR PERMITS	110	6
03-01-87	7. REVISED FOR PERMITS	03-01-87	7. REVISED FOR PERMITS	111	7
02-01-87	8. REVISED FOR PERMITS	02-01-87	8. REVISED FOR PERMITS	112	8
01-01-87	9. REVISED FOR PERMITS	01-01-87	9. REVISED FOR PERMITS	113	9
12-01-86	10. REVISED FOR PERMITS	12-01-86	10. REVISED FOR PERMITS	114	10
11-01-86	11. REVISED FOR PERMITS	11-01-86	11. REVISED FOR PERMITS	115	11
10-01-86	12. REVISED FOR PERMITS	10-01-86	12. REVISED FOR PERMITS	116	12
09-01-86	13. REVISED FOR PERMITS	09-01-86	13. REVISED FOR PERMITS	117	13
08-01-86	14. REVISED FOR PERMITS	08-01-86	14. REVISED FOR PERMITS	118	14
07-01-86	15. REVISED FOR PERMITS	07-01-86	15. REVISED FOR PERMITS	119	15
06-01-86	16. REVISED FOR PERMITS	06-01-86	16. REVISED FOR PERMITS	120	16
05-01-86	17. REVISED FOR PERMITS	05-01-86	17. REVISED FOR PERMITS	121	17
04-01-86	18. REVISED FOR PERMITS	04-01-86	18. REVISED FOR PERMITS	122	18
03-01-86	19. REVISED FOR PERMITS	03-01-86	19. REVISED FOR PERMITS	123	19
02-01-86	20. REVISED FOR PERMITS	02-01-86	20. REVISED FOR PERMITS	124	20
01-01-86	21. REVISED FOR PERMITS	01-01-86	21. REVISED FOR PERMITS	125	21
12-01-85	22. REVISED FOR PERMITS	12-01-85	22. REVISED FOR PERMITS	126	22
11-01-85	23. REVISED FOR PERMITS	11-01-85	23. REVISED FOR PERMITS	127	23
10-01-85	24. REVISED FOR PERMITS	10-01-85	24. REVISED FOR PERMITS	128	24
09-01-85	25. REVISED FOR PERMITS	09-01-85	25. REVISED FOR PERMITS	129	25
08-01-85	26. REVISED FOR PERMITS	08-01-85	26. REVISED FOR PERMITS	130	26
07-01-85	27. REVISED FOR PERMITS	07-01-85	27. REVISED FOR PERMITS	131	27
06-01-85	28. REVISED FOR PERMITS	06-01-85	28. REVISED FOR PERMITS	132	28

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTRUCTION OF SLOPES
EASEMENT FOR CONSTRUCTION OF DRAINAGE



PROPERTY AND EXISTING R/W LINE		REVISIONS		DATE	
—	REQUIREMENT	1-1-00	ADDED PARCEL 108	1-1-00	REV. PAR. 9 TO TOTAL TRAC.
—	CONSTR. LIMITS	1-1-00	REV. PARCEL 108	1-1-00	ADDED PARCEL 108 TO PAR. 108
—	EASEMENT FOR CONSTR.	1-1-00	REV. PARCEL 108	1-1-00	ADDED PARCEL 108 TO PAR. 108
—	MAINTENANCE OF SLOPES	1-1-00	REV. PARCEL 108	1-1-00	ADDED PARCEL 108 TO PAR. 108
—	EASEMENT FOR CONSTR. OF DRIVES	1-1-00	REV. PARCEL 108	1-1-00	ADDED PARCEL 108 TO PAR. 108

REVISIONS	DATE	REVISIONS	DATE
REV. PAR. 9 TO TOTAL TRAC.	1-1-00	ADDED PARCEL 108 TO PAR. 108	1-1-00
ADDED PARCEL 108 TO PAR. 108	1-1-00	ADDED PARCEL 108 TO PAR. 108	1-1-00
ADDED PARCEL 108 TO PAR. 108	1-1-00	ADDED PARCEL 108 TO PAR. 108	1-1-00
ADDED PARCEL 108 TO PAR. 108	1-1-00	ADDED PARCEL 108 TO PAR. 108	1-1-00
ADDED PARCEL 108 TO PAR. 108	1-1-00	ADDED PARCEL 108 TO PAR. 108	1-1-00

PROJECT INFORMATION	DATE
LAND LOT NO. 259	08-01-87
LAND DISTRICT #6	08-01-87
CMD #1283	08-01-87

SCALE IN FEET

0 20 40 80

GEORGIA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT PR-013-1(5)
 COUNTY GWINNETT
 DATE 08-01-87 SH 29 OF 39

BLA
 EIA
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SEE SHEET 28

SEE SHEET 29

SEE SHEET 30

SEE SHEET 31

SEE SHEET 32

SEE SHEET 33

SEE SHEET 34

SEE SHEET 35

SEE SHEET 36

SEE SHEET 37

SEE SHEET 38

SEE SHEET 39

SEE SHEET 40

SEE SHEET 41

SEE SHEET 42

SEE SHEET 43

SEE SHEET 44

SEE SHEET 45

SEE SHEET 46

SEE SHEET 47

SEE SHEET 48

SEE SHEET 49

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SEE SHEET 93

SEE SHEET 94

SEE SHEET 95

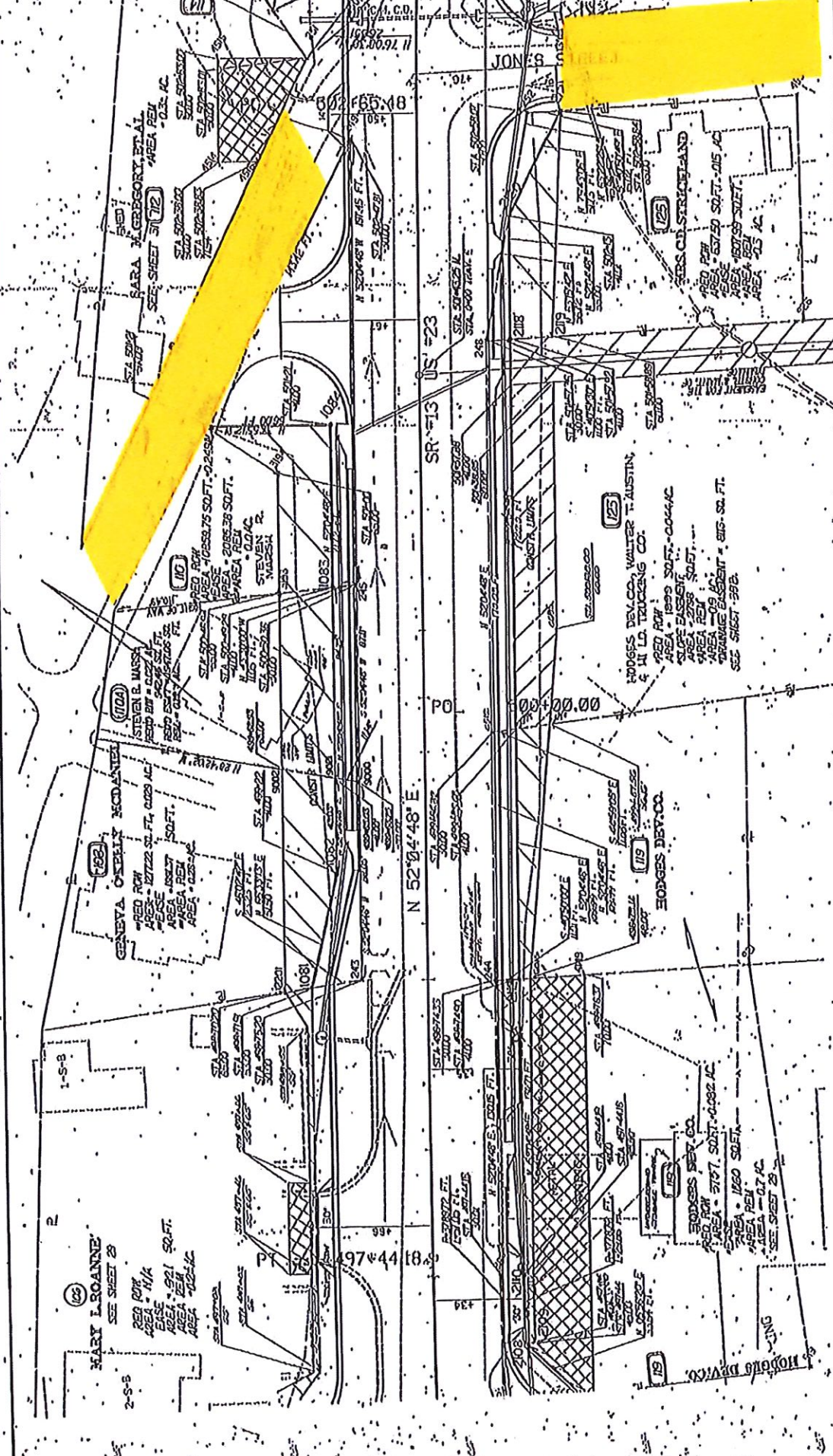
SEE SHEET 96

SEE SHEET 97

SEE SHEET 98

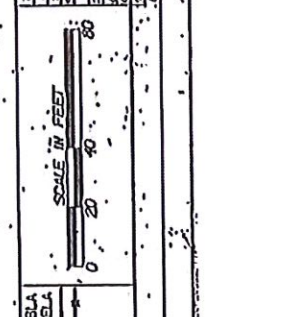
SEE SHEET 99

SEE SHEET 100



GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT FR-013-1(S1)
 COUNTY GWINNETT
 DATE 09-01-87 SH 3E OF 3

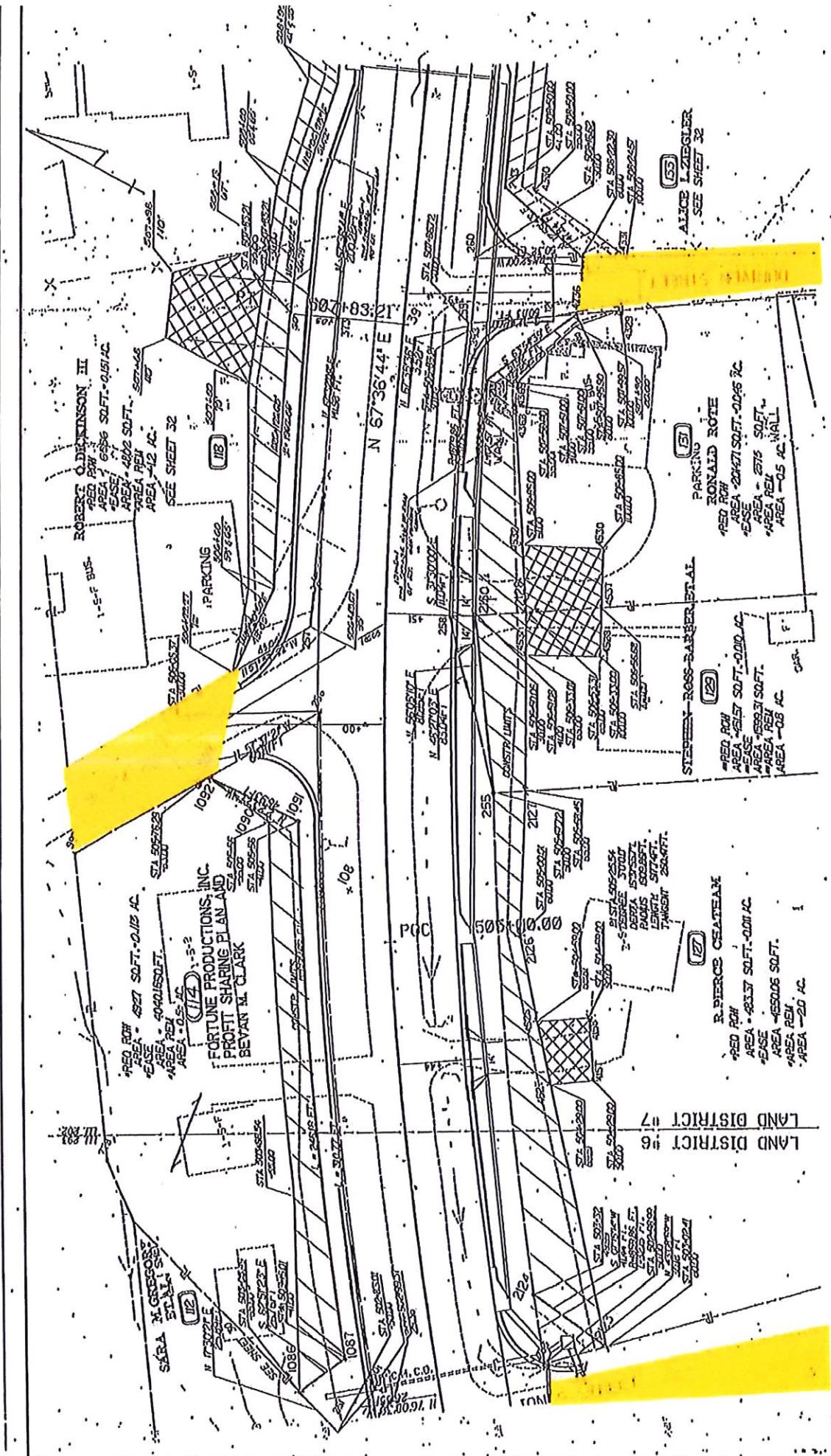
DATE	REVISIONS	DATE	REVISIONS
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10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293	10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293
10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293	10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293
10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293	10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293
10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293	10/27/87	REVISED TO A TOTAL TRUCK LANE LOT NO. 293



PROPERTY AND EXISTING R/W LINE	BLA
REQUIRED R/W LINE	SLA
EXISTING DRIVE	---
MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR. OF DRIVES	---
EASEMENT FOR CONSTR. OF DRIVES	---

LEGEND

BEYOND LIMIT OF ACCESS
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 REQUIRED R/W AND LIMIT OF ACCESS

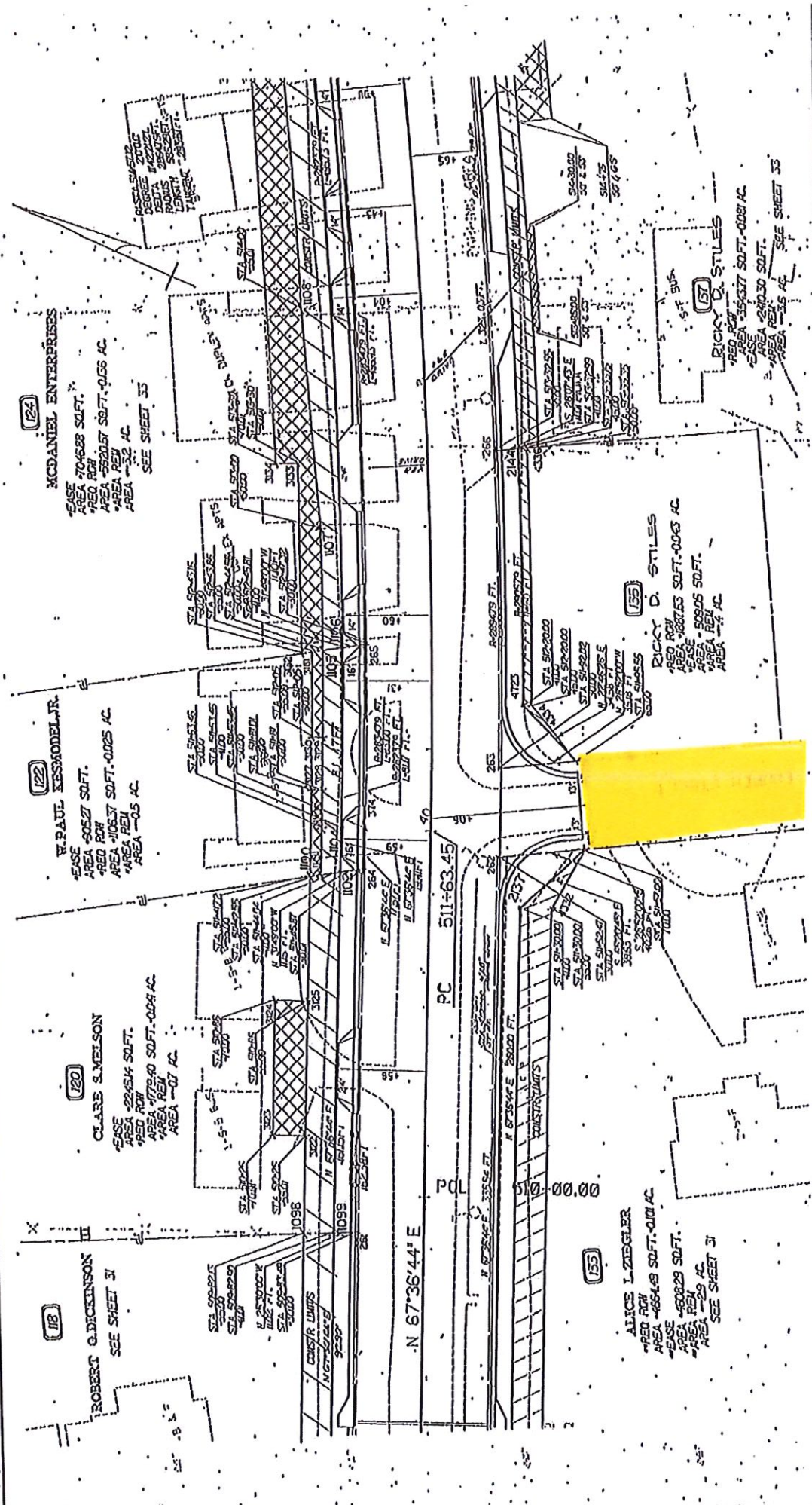


DATE	REVISIONS	DATE	REVISIONS
1-2-60	ADD DRAINAGE CONNECTIONS	1-2-60	REVISE PAVEMENT SIZES
2-15-60	REVISE DRIVEWAY CONNECTIONS	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES
3-15-60	REVISE DRIVEWAY SIZES	3-15-60	REVISE DRIVEWAY SIZES

NO.	DESCRIPTION	DATE
1	CONTRACT FOR PERMITS	1-1-60
2	CONTRACT FOR PERMITS	1-1-60
3	CONTRACT FOR PERMITS	1-1-60
4	CONTRACT FOR PERMITS	1-1-60
5	CONTRACT FOR PERMITS	1-1-60
6	CONTRACT FOR PERMITS	1-1-60
7	CONTRACT FOR PERMITS	1-1-60
8	CONTRACT FOR PERMITS	1-1-60
9	CONTRACT FOR PERMITS	1-1-60
10	CONTRACT FOR PERMITS	1-1-60
11	CONTRACT FOR PERMITS	1-1-60
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97	CONTRACT FOR PERMITS	1-1-60
98	CONTRACT FOR PERMITS	1-1-60
99	CONTRACT FOR PERMITS	1-1-60
100	CONTRACT FOR PERMITS	1-1-60

SCALE IN FEET





(124)
MCDANIEL ENTERPRISES
 *EASE - 704688 SQ. FT.
 *RED ROW
 *AREA - 232057 SQ. FT. - 0.65 AC.
 *AREA - 2132 AC
 *AREA - 32 AC
 SEE SHEET 35

(122)
W. PAUL KESSADEL, JR.
 *EASE - 90557 SQ. FT.
 *RED ROW
 *AREA - 10657 SQ. FT. - 0.25 AC.
 *AREA - 0.5 AC

(120)
CLARE S. NELSON
 *EASE - 224514 SQ. FT.
 *RED ROW
 *AREA - 177840 SQ. FT. - 0.44 AC.
 *AREA - 0.7 AC

(118)
ROBERT G. DICKINSON
 SEE SHEET 31

(135)
ALICE L. STEGLER
 *RED ROW
 *AREA - 66449 SQ. FT. - 0.01 AC.
 *EASE
 *AREA - 60828 SQ. FT.
 *AREA - 29 AC
 SEE SHEET 31

(133)
RICKY D. STILES
 *RED ROW
 *AREA - 188755 SQ. FT. - 0.04 AC.
 *EASE
 *AREA - 50926 SQ. FT.
 *AREA - 1.1 AC

(127)
RICKY D. STILES
 *RED ROW
 *AREA - 555377 SQ. FT. - 0.08 AC.
 *EASE
 *AREA - 241030 SQ. FT.
 *AREA - 1.5 AC
 SEE SHEET 33

GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT FR-013-1(51)
 COUNTY GWINNETT
 DATE 09-01-87 SH 32 OF 39

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

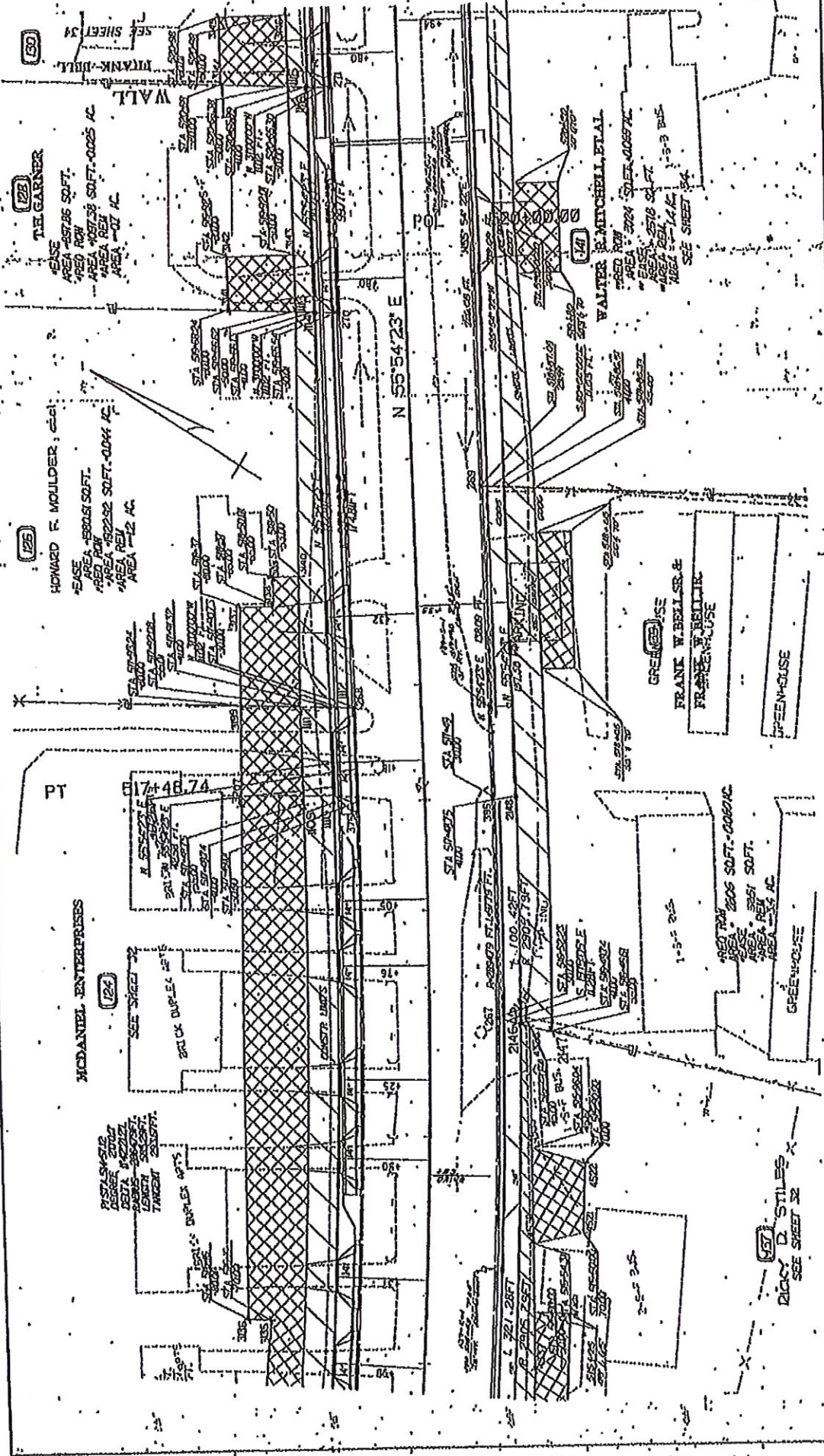
DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

DATE	REVISIONS	DATE	REVISIONS	LAND LOT NO.
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222
10-20-80	1.000	10-20-80	1.000	222

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 CONSTRUCTION FOR CONST
 & MAINTENANCE OF SLOPES
 BASEMENT FOR CONST OF SLOPES
 BASEMENT FOR CONST OF DROVES

BEEN LIMIT OF ACCESS
 END LIMIT OF ACCESS
 LIMIT OF ACCESS
 REQUIRED R/W AND LIMIT OF ACCESS

SCALE IN FEET
 0 20 40 80



GEORGIA
 DEPARTMENT OF TRANSPORTATION
 PLAT OF RICH OF MAY M2
 PROJECT 88-01-87 SH 33-1 (51)
 COUNTY GAINWELL
 DATE 88-01-87 SH 33. 0E

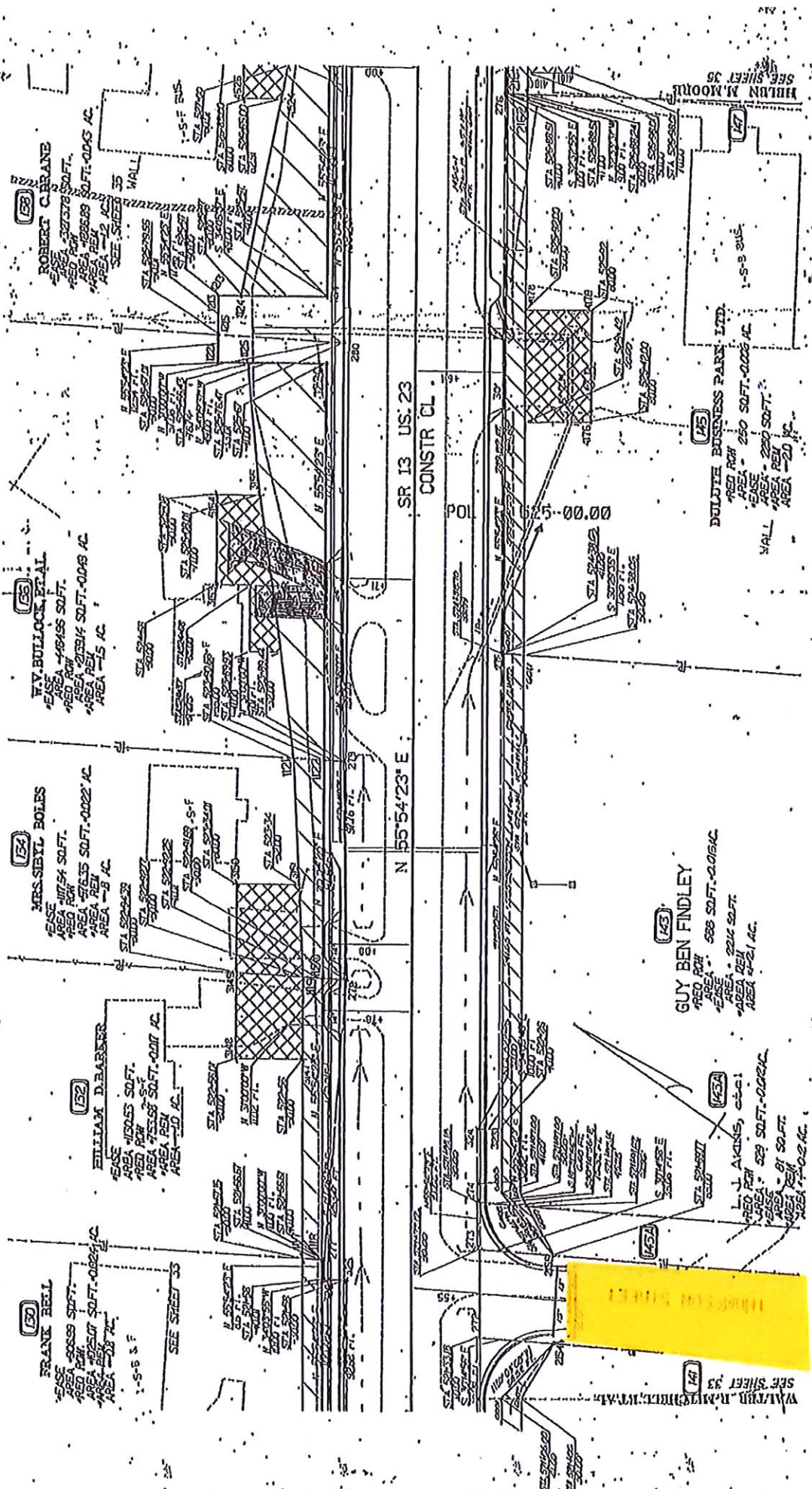
DATE	REVISIONS	DATE	REVISIONS	LONG LOT NO. 202
12-1-87	Checked	1-1-88	REVISED FOR 1/2 AC. PER	
2-2-88	Checked	1-1-88	REVISED FOR 1/2 AC. PER	
3-2-88	Checked	1-1-88	REVISED FOR 1/2 AC. PER	

SCALE IN FEET
 0 20 40 80

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 EASEMENT FOR CONSTR
 EASEMENT FOR CONSTR

BLA
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88-01-87-11-0000



DATE	REVISIONS	DATE	REVISIONS
10-1-87	REV. CONSTRUCTION LIMITS	10-1-87	REV. CONSTRUCTION LIMITS
10-1-87	REV. CONSTRUCTION LIMITS	10-1-87	REV. CONSTRUCTION LIMITS
10-1-87	REV. CONSTRUCTION LIMITS	10-1-87	REV. CONSTRUCTION LIMITS
10-1-87	REV. CONSTRUCTION LIMITS	10-1-87	REV. CONSTRUCTION LIMITS

PROPERTY AND EXISTING R/W LINE	BLA
REQUIRED R/W LINE	BLA
CONSTRUCTION LIMITS	BLA
EASMENT FOR CONSTR.	BLA
& MAINTENANCE OF SLOPES	BLA
EASMENT FOR CONSTR. OF SLOPES	BLA
EASMENT FOR CONSTR. OF DRAINS	BLA

SCALE IN FEET
0 20 40 80

DEPARTMENT OF TRANSPORTATION
 PROJECT FR-813-1(51)
 COUNTY GAINES
 DATE 09-01-87 SH. 34 OF 37

SR 13 US: 23
 CONSTR. CL.
 N 55° 54' 23" E
 N 55° 54' 23" E

SEE SHEET 35
 SEE SHEET 33
 SEE SHEET 33

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IN WITNESSETH WHEREOF. Grantee has hereunto accepted this quitclaim deed from the Georgia Department of Transportation.

Signed, Sealed and Delivered
this ____ day of _____
2022, in the presence

MAYOR, Nancy Harris

WITNESS Print Name:

WITNESS Signature

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

SEAL:

Notary Public

NOTARY SEAL:

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2022 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2022 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2022 fiscal year as follows:

Total Revenues:	<u>76,069,569</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>43,466,484</u>
Total Expenditures:	<u>76,069,569</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth has entered into an Option Agreement for the Sale and Purchase of Real Property with the Duluth Mini Warehouse, LLC dated July 10, 2019; and

WHEREAS the agreement calls for the payment of an additional \$1,000,000, plus \$8,000 per month for the 13 months remaining in the option purchase period, totaling \$104,000 and \$15,491.98 for taxes and fees to acquire the property; and

WHEREAS project funding consists of \$47,277.99 in 2014 SPLOST and \$1,072,213.99 in 2017 SPLOST Transportation funds for a total of \$1,119,491.98; and

WHEREAS it is requested \$1,119,491.98 in 2014 & 2017 SPLOST Transportation funds be added to the Davenport Road Extension – Land line item, including related transfers; and

NOW THEREFORE, the City of Duluth 2022 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>77,189,061</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>44,585,976</u>
Total Expenditures:	<u>77,189,061</u>

IT IS SO ORDAINED this _____ day of _____, 2022.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2022 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2022 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2022 fiscal year as follows:

Total Revenues:	<u>77,189,061</u>
Operations Expenditures:	<u>32,603,085</u>
Capital Improvement Expenditures:	<u>44,585,976</u>
Total Expenditures:	<u>77,189,061</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth received an insurance settlement from our insurance carrier for \$13,379.37 because of a clogged sanitary sewer line backup which caused flooding in the Bunten Road concession stand and adjacent women’s restroom facility; and

WHEREAS Full Circle Restoration and Heard Home Improvement were hired to cleaned and repaired the damage to the concession stand and restroom and the invoices were paid out of the City Manager’s General Emergency Repairs budget; and

WHEREAS it is requested \$13,379 be added to the City Manager – City Managers Office – General Emergency Repairs line item to offset these expenditures; and

NOW THEREFORE, the City of Duluth 2022 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>77,202,437</u>
Operations Expenditures:	<u>32,616,464</u>
Capital Improvement Expenditures:	<u>44,585,976</u>
Total Expenditures:	<u>77,202,440</u>

IT IS SO ORDAINED this _____ day of _____, **2022**.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk