



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 19, 2020
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

A G E N D A

WORK SESSION - 5:15 P.M.

1. Executive Session - Personnel Matters

REGULAR MEETING - 6:00 P.M.

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: (Please Complete Contact Card Prior to Speaking)

Minutes:

2. Mayor and Council Minutes of October 5, 2020

New Business:

3. Dalton Utilities 2020 Bond Ordinance for Revenue Bond Issuance of not to exceed \$100 million for financing certain electric sector improvements for electric generation, transmission, and distribution
4. Redevelopment Potential of Two Proposed Tax Allocation Districts - Bleakly Advisory Group Preliminary Findings Presentation - Gary Mongeon
5. Disadvantaged Business Enterprise (DBE) Program Goals for Dalton Municipal Airport
6. Resolution 20-19 Authorizing the Cancellation of Department of Community Development Security Deed as to Owners Alean Watson and Adel Watson Tibbs for Property known as 1126 Richards Street
7. Resolution 20-20 Accepting Donation of Real Property from Intermark USA, Inc. & Hammer Properties of Dalton, LLC and Dedication of Public Right-of-Way of Street Known as Candlewick Court
8. Traffic Control Change - One-Way Travel for Alley from Chenille Drive and Factory Street
9. FY-20 Budget Amendment #6
10. Resolution 20-21 Supporting Expansion Of City Employee Retirement Benefits

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
OCTOBER 5, 2020

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, and Gary Crews, City Administrator Jason Parker and City Attorney Gandhi Vaughn.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council removed Item (3), "Cemetery Easement and Cemetery Easement Maintenance Agreement between City of Dalton and Internal Management, Inc." and approved the October 5, 2020 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of September 21, 2020. On the motion of Council member Crews, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

ORDINANCE 20-15

The Mayor and Council reviewed Ordinance 20-15 regarding a recommendation of the request of Bryan Spence to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 1.56 acres located at Chattanooga Avenue and Chenille Drive.

NWGRC Asst. Planning Director Ethan Calhoun addressed the Mayor and Council stating that the Planning Commission recommends approval and found no conflict although the property may be impacted by a flood zone, Calhoun further stated that the Commission had conditions of approval:

- (1) Point of access to the development will be along the rear alley
- (2) Developer will dedicate to the City 15 feet of right away along the eastern boundary to satisfy the 20 foot boundary for access point.

Public Works Director Andrew Parker stated to the Mayor and Council that the Developer hired their own surveyor to certify that elevation of the lots are higher than what FEMA maps indicated. A. Parker stated FEMA had issued a Letter of Map Revision determination document for this site which depicts a revised floodplain limits that primarily affects the southernmost end of the tract. A. Parker stated that prior to building, in specific the southern-most lot, the applicant will have to go thru and meet standards laid out in the flood plain management ordinance. On the motion of Council member Crews, second Council member Harlan, the request was approved. Council member Crews, Harlan and Waugh voted aye, Council member Goodlett voted naye.

CEMETERY EASEMENT AND CEMETERY EASEMENT MAINTENANCE AGREEMENT
BETWEEN CITY OF DALTON AND INTERNAL MANAGEMENT, INC.

This item was removed from the agenda.

PROFESSIONAL SERVICES AGREEMENT WITH RICHARDS AND ASSOCIATES
ENGINEERING, INC. FOR SITE DESIGN SERVICES ON THE BROOKWOOD DRIVE
FLOOD STORAGE PROJECT

The Mayor and Council reviewed the Professional Services Agreement with Richards and Associates Engineering, Inc. for Site Design Services on the Brookwood Drive Flood Storage Project in the amount of \$6500.00 which will be paid by the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Waugh, the agreement was approved. The vote was unanimous in favor.

AGREEMENT WITH JACQUELINE KILLINGS, LLC TO PROVIDE COMMUNITY
ENGAGEMENT SERVICES

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the Agreement with Jacqueline Killings, LLC to Provide Community Engagement Services in the amount of \$16,500.00. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:20 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 10-19-20
Agenda Item: Series 2020 Bond Ordinance (DU)
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Dalton Utilities revenue bond issuance of not to exceed \$100 million for financing certain electric sector improvements for electric generation, transmission, and distribution.

CITY OF DALTON, GEORGIA

SERIES 2020 BOND ORDINANCE

Enacted October 19, 2020

PROVIDING FOR ISSUANCE OF
CITY OF DALTON COMBINED UTILITIES
REVENUE BONDS, SERIES 2020
IN AGGREGATE PRINCIPAL AMOUNT OF
NOT TO EXCEED
\$100,000,000

SERIES 2020 BOND ORDINANCE

THIS SERIES 2020 BOND ORDINANCE (this “**Series 2020 Ordinance**”), enacted October 19, 2020, by the Mayor and Council of the City of Dalton (the “**City**”);

PREAMBLE

1. Under and by virtue of authority of the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, et seq., the Constitution of the State of Georgia, the general laws of the State of Georgia, and the laws of the State of Georgia relating to the City, a municipal corporation of the State of Georgia as defined in said Revenue Bond Law, the City has heretofore authorized the issuance of its revenue bonds payable from revenue derived from the operation and ownership of the electric generation and electric and gas distribution systems, water and sewerage systems, and telecommunications system of the City’s combined utilities system as such now exist and as such may be hereafter added to, extended, improved and equipped (collectively, the “System”) and the City is authorized to improve the System for its own use and for the use of public and private consumers both within and without the territorial limits of the City. The City is further authorized to prescribe and revise rates and collect fees, tolls and charges for the services and facilities furnished by the System and, in anticipation of the collection of revenues from the System, to issue revenue bonds to finance, in whole or in part, the cost of any such improvements, to refund revenue bonds previously issued, to prepay loans obtained by the City to provide improvements to the System and to pay the expenses incident thereto.

2. Pursuant to a Bond Ordinance enacted on October 6, 2017, as supplemented by a Supplemental Bond Ordinance enacted on November 6, 2017 (collectively, the “Original Bond Ordinance”), the City has heretofore authorized and actually issued and delivered its Combined Utilities Revenue Bonds, Series 2017, in the original aggregate principal amount of \$66,660,000 (the “Series 2017 Bonds”) to finance in whole or in part the costs of (a) renovating, adding, extending and expanding the City’s water, waste water treatment and natural gas distribution facilities of the System and expanding and upgrading the System’s supervisory control and data acquisition system (the “2017 Projects”) and (b) paying costs of issuance of the Series 2017 Bonds. The Series 2017 Bonds are currently outstanding in the aggregate principal amount of \$62,545,000.

3. Capitalized terms used and not otherwise defined in this preamble shall have the meanings given such terms in Article I of this Original Bond Ordinance.

4. The Series 2017 Bonds are secured by a first and prior pledge of and charge or lien on the Net Revenues of the System superior to any other charge or lien now existing or which may hereafter be created thereon.

5. In anticipation of the need to further renovate, add to, extend and expand the System or to refund outstanding revenue bonds, the Original Bond Ordinance provides for the issuance of Parity Bonds from time to time having as their security the same pledge of and lien on the Net Revenues as the Series 2017 Bonds upon certain terms and conditions being met as provided in the Original Bond Ordinance; and

6. The Original Bond Ordinance provides that Parity Bonds may be issued from time to time, pursuant to a Series Ordinance duly enacted by the Mayor and Council of the City and that such Series Ordinance shall establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, whether any such Bonds will be Reserve Fund Bonds and/or Hedged Bonds, the name of the Purchaser(s) of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, and such other details as the City may determine.

7. The City has determined that there is a need for the renovation, addition, extension and expansion of the City's electric generation, transmission and distribution facilities and the facilities of the other systems of the System (the "2020 Projects"); and

8. The City has determined that the most feasible way to fund the costs of the 2020 Projects and to pay for issuance costs is by issuing its Combined Utilities Revenue Bonds, Series 2020, in the aggregate principal amount of not to exceed \$100,000,000 (the "Series 2020 Bonds"). The Series 2020 Bonds shall be issued as Parity Bonds, and this Series 2020 Ordinance shall constitute a Series Ordinance for the Series 2020 Bonds.

9. The City proposes to enter into the Bond Purchase Agreement (the "Purchase Agreement"), between the City and Citigroup Global Markets Inc. (the "Underwriter"), providing for the sale of the Series 2020 Bonds to the Underwriter; and

10. It is further proposed that the City should authorize and approve the preparation, use and distribution of a Disclosure Certificate, a Preliminary Official Statement and a final Official Statement in connection with the offer and sale of the Series 2020 Bonds; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Dalton in a public meeting properly and lawfully called and assembled, and it is hereby ordained by authority of the same, as follows:

Section 1. Definitions. For the purpose of this Series 2020 Ordinance, the definitions set forth in the Original Bond Ordinance shall have the same meanings when used in this Series 2020 Ordinance except that the definitions set forth below shall be and are hereby amended effective as of the date of the issuance and delivery of the Series 2020 Bonds herein authorized to be issued as follows:

“Bonds” means, after the issuance of the Series 2020 Bonds, the outstanding Series 2017 Bonds and Series 2020 Bonds, and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“Ordinance” means the Original Bond Ordinance, this Series 2020 Ordinance, and any supplements or amendments hereto, and any Series Ordinances or supplements or amendments hereto or thereto, which authorizes the future issuance, subject to certain conditions, of Parity Bonds.

“Original Bond Ordinance” means that certain bond ordinance of the City enacted on October 6, 2017, as supplemented by a Supplemental Bond Ordinance enacted on November 6, 2017, authorizing the issuance of the Series 2017 Bonds.

“Parity Bonds” means any Combined Utilities Revenue Bonds of the City which may be issued hereafter on a parity with the Series 2017 Bonds and the Series 2020 Bonds in accordance with the Ordinance.

“Series 2020 Bonds” mean the City’s Combined Utilities Revenue Bonds, Series 2020, authorized to be issued pursuant to the Original Bond Ordinance, as supplemented by this Series 2020 Ordinance.

Section 2. Authorization of Series 2020 Bonds.

(a) The City hereby certifies that the conditions contained in Section 510 of the Original Bond Ordinance have been met in order to issue the Series 2020 Bonds as Parity Bonds.

(b) That all the terms, provisions and conditions contained in the Original Bond Ordinance having been met and complied with, the Series 2020 Bonds are hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, et seq., the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the City and pursuant to the Original Bond Ordinance and this Series 2020 Ordinance, and all the covenants, agreements and provisions of this Series 2020 Ordinance shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien or otherwise of any one Bond over any other Bond.

Section 3. Designation, Date, Denominations, Maturities, Interest Payment Dates and Other Particulars of the Series 2020 Bonds.

(a) The Series 2020 Bonds shall be designated the “CITY OF DALTON COMBINED UTILITIES REVENUE BONDS, SERIES 2020”. The Series 2020 Bonds shall bear interest calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1 and September 1 (each an “Interest Payment Date”) in each year, beginning March 1, 2021.

The Series 2020 Bonds shall be issued in an aggregate principal amount not to exceed \$100,000,000; shall bear interest at a rate or rates not to exceed 5.00% per annum; shall have a final maturity not later than March 1, 2041; and shall have maximum annual debt service in any sinking fund year not to exceed \$7,000,000.

The principal amount in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity, and the mandatory sinking fund redemption provisions shall be determined by the City in a supplemental ordinance enacted prior to the delivery of the Series 2020 Bonds.

The Series 2020 Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar, shall be dated as of their date of issuance and delivery, and may be subject to redemption as provided by supplemental ordinance of the City.

(b) Each Series 2020 Bond shall, except as provided in this Section, bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2020 Bond to which interest on such Series 2020 Bond has been paid, unless (i) such date of authentication is an Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Series 2020 Bond is after the Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on such Series 2020 Bond, in which case from its date of issuance and delivery.

The person in whose name any Series 2020 Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. The term “Record Date” as used in this Section with respect to any Interest Payment Date shall mean the fifteenth day of the calendar month next preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name Outstanding Series 2020 Bonds are registered on a subsequent date of record established by notice given by mail by the Bond Registrar to the holders of the Series 2020 Bonds not less than thirty days preceding such subsequent date of record.

(c) The principal of and interest and redemption premium, if any, on the Series 2020 Bonds shall be payable in any coin or currency of the United States of America which at the time

of payment is legal tender for the payment of public and private debts. The principal of the Series 2020 Bonds shall be payable upon the presentation and surrender of the Series 2020 Bonds at the principal corporate trust office of the Paying Agent. The interest on the Series 2020 Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Series 2020 Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Series 2020 Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary).

(d) The Series 2020 Bonds shall be issued as fully registered bonds in the denomination of \$5,000 in principal amount or any integral multiple thereof and substantially in the form hereinafter set forth, with such variations, omissions, substitutions and insertions as are therein required or permitted.

Section 4. Redemption. The redemption provisions for the Series 2020 Bonds shall be determined by the City in a supplemental ordinance enacted prior to the issuance and delivery of the Series 2020 Bonds.

Section 5. Disposition of Proceeds of Series 2020 Bonds. The disposition of the proceeds of the Series 2020 Bonds shall be determined by the City in a supplemental ordinance enacted prior to the issuance and delivery of the Series 2020 Bonds.

Section 6. Limited Obligations. The Series 2020 Bonds are limited obligations of the City as described in Section 209 of the Original Bond Ordinance.

Section 7. Reserve Fund Bonds and/or Hedged Bonds. The Series 2020 Bonds are not being issued as Reserve Fund Bonds or Hedged Bonds.

Section 8. Form of Series 2020 Bonds. The Series 2020 Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and forms, with such variations, omissions and insertions as may be required to complete properly each respective Series 2020 Bond and as may be approved by the officer or officers executing each Series 2020 Bond by facsimile signature, which approval shall be conclusively evidenced by such execution:

[Form of Series 2020 Bond]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City of Dalton or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-

UNITED STATES OF AMERICA
STATE OF GEORGIA

CITY OF DALTON COMBINED UTILITIES
REVENUE BONDS,
SERIES 2020

Maturity Date:

CUSIP:

Principal Amount:

Interest Rate:

Bond Date:

Registered Owner: CEDE & CO.

The City of Dalton, a municipal corporation of the State of Georgia (the “City”), in Whitfield County, for value received hereby promises to pay or cause to be paid to the registered owner named above, or registered assigns, the principal amount specified above, solely from the special fund provided therefor as hereinafter set forth, upon presentation and surrender of this bond (this “Bond”) at the principal corporate trust office of U.S. Bank National Association, Atlanta, Georgia, as Paying Agent and Bond Registrar, in lawful money of the United States of America, and to pay to the registered owner hereof solely from said special fund, by check or draft mailed by first class mail to such owner at his address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of this Bond in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date (hereinafter defined), which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), interest on such principal sum, at the interest rate per annum specified above, payable on March 1, 2021 and semi-annually thereafter on the first day of March and the first day of September of each year, from the Bond Date specified above or from the most recent Interest Payment Date to which interest has been paid until payment is made of such principal sum in full.

The Interest so payable on any such March 1 or September 1 (each an “Interest Payment Date”) will be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on said Interest Payment Date, such past due interest shall be paid to the persons in whose names outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the holders of the Bonds not less than thirty days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The City of Dalton has established a Book Entry system of registration for this Bond. Except as specifically provided otherwise in the hereinafter defined Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Bond on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Bond shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Bond, will be treated as the owner of this Bond for all purposes.

This Bond is one of a duly authorized series of Bonds designated CITY OF DALTON COMBINED UTILITIES REVENUE BONDS, SERIES 2020 (the “Series 2020 Bonds”), issued in the aggregate principal amount of \$_____ to provide funds to (i) pay the costs of making renovations, additions, extensions and expansions to the City’s electric generation, transmission and distribution facilities and facilities of the other systems of the System (hereinafter defined) and (ii) pay the expenses incurred in connection with the issuance of the Series 2020 Bonds. This Bond is issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, et seq., the general laws of the State of Georgia, and the laws of the State of Georgia relating to the City, and was duly authorized by an ordinance enacted by the governing body of the City on October 6, 2017, as supplemented on November 6, 2017 (collectively, the “Original Bond Ordinance”) and a series ordinance enacted by the governing body of the City on October 19, 2020, as supplemented on _____, 2020 (collectively, the “Series 2020 Ordinance” and, together with the Original Bond Ordinance, the “Ordinance”).

The Series 2020 Bonds and the City’s Combined Utilities Revenue Bonds, Series 2017 (the “Series 2017 Bonds”) are secured by, and shall have equal rank with respect to, a first and prior pledge of and lien on the Net Revenues (as such term is defined in the Ordinance) of the City’s combined electric generation and electric and gas distribution systems, water and sewerage systems, and telecommunications system as such now exist and as such may be hereafter added to, extended, improved and equipped (collectively, the “System”).

The City may, under certain conditions as provided in the Ordinance, issue additional revenue bonds (“Parity Bonds”) which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2017 Bonds and the Series 2020 Bonds with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof.

Reference to the Ordinance is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on the Series 2020 Bonds, a complete description of the nature and extent of the security provided for the payment of the Series 2020 Bonds, a statement of the rights, duties and obligations of the City, the rights of the owners of the Series 2020 Bonds, and the terms and conditions under which Parity Bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

The Ordinance provides, *inter alia*, for prescribing, establishing and revising rates and collecting fees, tolls and charges for the services, facilities and commodities furnished by the System as the same now exists and as it may be hereafter extended, improved and equipped, sufficient in amount to provide funds to pay into a special fund, designated CITY OF DALTON, GEORGIA - COMBINED UTILITIES SINKING FUND (the "Sinking Fund"), an amount sufficient, together with the investment income thereon, if any, to pay the principal of and the interest on the Series 2020 Bonds and any Parity Bonds hereafter issued pursuant to the provisions of the Ordinance, as such principal and interest shall become due and be payable, and to create and maintain a reserve for that purpose. The Sinking Fund, by the provisions of the Ordinance, is pledged to and charged with the payment of the principal of the Series 2020 Bonds and the interest thereon.

The pledge of and charge or lien on the Net Revenues of the System securing the payment of the Series 2020 Bonds is a first and prior pledge of and charge or lien on such revenues.

The Series 2020 Bonds do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision nor a pledge of the faith and credit of the City nor shall the City be subject to any pecuniary liability thereon, and the taxing power of the City is not pledged to the payment thereof, either as to principal or interest. The Series 2020 Bonds shall not be payable from nor a charge upon any funds other than the funds pledged to the payment thereof and are payable solely from the funds provided therefor including the Net Revenues to be derived from the operation of the System of the City. No owner of the Series 2020 Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the same or the interest thereon or to enforce payment thereof against any property of the City nor shall the Series 2020 Bonds or any interest payment thereon constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City other than said funds and Net Revenues.

[The Series 2020 Bonds maturing on March 1, 20__ and thereafter may be redeemed prior to their respective maturities at the option of the City, either in whole or in part (maturities to be designated by the City) at any time, beginning March 1, 20__ (if less than all of the Series 2020 Bonds of any maturity are to be redeemed, the actual Series 2020 Bonds of such maturity to be redeemed shall be selected by lot in such manner as the Bond Registrar may determine), from any money available for such purpose as provided in the Ordinance. Such redemption shall be made at a redemption price equal to 100% of the principal amount of each such Series 2020 Bond to be redeemed plus accrued interest to the date of redemption.]

[The Series 2020 Bonds maturing on March 1, 20__ are subject to scheduled mandatory redemption prior to maturity in part (the actual Series 2020 bonds to be redeemed to be selected by lot in such manner as the Bond Registrar may determine) at a redemption price equal to one hundred percent of the principal amount thereof plus accrued interest to the redemption date, on March 1 in the year and in the principal amount set forth below (the March 1, 20__ amount to be paid at maturity rather than redeemed):

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

Any such redemption, either in whole or in part, shall be made following notice to the owners of the affected Series 2020 Bonds given not less than 30 days nor more than 60 days prior to the date fixed for redemption in the manner and upon the terms and conditions provided in the Ordinance. If this Bond or any portion hereof shall be called for redemption, interest shall cease to accrue on this Bond or such portion hereof from and after the date fixed for redemption unless default shall be made in payment of the redemption price hereof upon presentation and surrender hereof; and, except as otherwise provided in the Ordinance, the owner of this Bond shall not be entitled to any rights under the Ordinance except the right to receive payment, and this Bond or the portion hereof so called shall not be considered to be outstanding. Upon surrender of this Bond paid or redeemed in part only, the City shall execute and the Bond Registrar shall deliver to the owner hereof, at the expense of the City, a new Series 2020 Bond or Series 2020 Bonds of the same type, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of this Bond.]

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid. This Bond is registrable as transferred by the owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, all subject to the terms and conditions of the Ordinance.

The Series 2020 Bonds are issuable as fully registered bonds in the principal denomination of \$5,000 or any integral multiple thereof. Subject to the limitations provided in the Ordinance, Series 2020 Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like principal amount of Series 2020 Bonds of the same maturity and of other authorized denominations.

To the extent and in the manner permitted by the Ordinance, modifications or alterations of the provisions thereof or of any supplement thereto or of the Bonds may be made by the City with the consent of the owners of at least two-thirds in principal amount of the Bonds then outstanding without necessity for notation hereon or reference thereto.

This Bond shall not be entitled to any right or benefit under the Ordinance and shall not be valid or obligatory for any purpose until the certificate of authentication printed on the face hereof shall have been manually executed by an authorized signatory of the Authentication Agent.

This Bond shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction, and, in case of default, the owner hereof shall be entitled to the remedies provided by the Ordinance and by all applicable laws.

It is hereby recited and certified that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due and legal time, form and manner as required by law and that provision has been made for the allocation of the anticipated revenue and receipts to be derived from the ownership and operation of the System in amounts sufficient to pay the principal of and interest on all Series 2020 Bonds and any Parity Bonds as the same shall mature and become due and, if needed, to maintain a reserve for that purpose and that said funds are irrevocably allocated and pledged to the payment of all of the Series 2020 Bonds and any Parity Bonds and the interest thereon.

IN WITNESS WHEREOF, the City of Dalton has caused this Bond to be executed by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto produced and attested by the manual or facsimile signature of its Clerk of Council, as of the day first above written.

(S E A L)

CITY OF DALTON

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the City of Dalton Combined Utilities Revenue Bonds, Series 2020, described in the within-mentioned Resolution.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
Authentication Agent

By: _____
Authorized Signatory

STATE OF GEORGIA)
)
WHITFIELD COUNTY) VALIDATION CERTIFICATE

I, the undersigned Clerk of the Superior Court of Whitfield County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Whitfield County, Georgia, on _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand or caused my official signature and the seal of the Superior Court of Whitfield County, Georgia, to be produced hereon.

CLERK, SUPERIOR COURT
WHITFIELD COUNTY, GEORGIA

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

Please print or typewrite name and address, including postal zip code of transferee.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ Agent to transfer the within Bond on the
books kept for registration thereof, with full power of substitution in the premises.

Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guarantee medallion programs.

[END OF SERIES 2020 BOND FORM]

Section 9. Registration, Transfer and Exchange of Bonds. U.S. Bank National Association, Atlanta, Georgia, as Bond Registrar and Paying Agent for the Series 2020 Bonds, shall keep registers for registration of transfer of the Series 2020 Bonds. U.S. Bank National Association, Atlanta, Georgia, is also hereby designated Authentication Agent for purposes of authenticating any Series 2020 Bonds issued hereunder or issued in exchange or in replacement for Series 2020 Bonds previously issued.

Section 10. Creation of Series 2020 Projects Account. There has heretofore been created and established in the Original Bond Ordinance a trust fund to be designated as the “CITY OF DALTON, GEORGIA COMBINED UTILITIES - CONSTRUCTION FUND” (the “**Construction Fund**”). Simultaneously with the issuance and delivery of the Series 2020 Bonds, the City shall deposit, or shall cause to be deposited, into a special account in the Construction Fund which is hereby created and designated the “Series 2020 Project Account,” the amount from the proceeds of the sale of the Series 2020 Bonds, as specified by the City in a supplemental ordinance to be enacted prior to the issuance and delivery of the Series 2020 Bonds, and any other funds acquired for such purpose by gift, donation, grant or otherwise. Such monies as are deposited in the Series 2020 Project Account of the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in Article IV of the Original Bond Ordinance, and the City will not cause or permit to be paid therefrom any sums except in accordance herewith.

The Construction Fund Custodian is hereby authorized and directed to make each disbursement from the Series 2020 Project Account required by the provisions hereof upon receipt by the Construction Fund Custodian of a requisition executed by an officer of the Board of Water, Light & Sinking Fund Commissioners of the City (the “Commission”), properly authorized to sign on its behalf (the “**Authorized Representative**”), in substantially the form attached hereto as Exhibit A.

All monies in and all securities held for the Construction Fund shall be subject to a lien and charge in favor of the holders of the Series 2017 Bonds, the Series 2020 Bonds and any additional Parity Bonds and shall be held for the security of such holders until paid out as hereinafter provided.

Said account shall be used for the purposes herein provided and for the applicable purposes provided in Article IV of the Original Bond Ordinance, and moneys therein shall be expended in the manner and by the procedure established under the provisions of said Article IV of the Original Bond Ordinance.

Section 11. Creation of Series 2020 Costs of Issuance Account. There has heretofore been created and established in the Original Bond Ordinance a trust fund to be designated as the “CITY OF DALTON, GEORGIA COMBINED UTILITIES – COSTS OF ISSUANCE FUND” (the “**Cost of Issuance Fund**”). Simultaneously with the issuance and delivery of the Series 2020 Bonds, the City shall deposit, or shall cause to be deposited, into a special account in the Costs of Issuance Fund which is hereby created and designated the “Series 2020 Costs of Issuance Account,” the amount from the proceeds of the sale of the Series 2020 Bonds as specified by the City in a supplemental resolution to be enacted prior to the issuance and delivery of the Series 2020

Bonds. Such monies as are deposited in the Series 2020 Costs of Issuance Account of the Costs of Issuance Fund shall be held by the Costs of Issuance Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in Article IV of the Original Bond Ordinance, and the City will not cause or permit to be paid therefrom any sums except in accordance herewith.

Said Funds shall be used for the purposes herein provided and for the applicable purposes provided in Article IV of the Original Bond Ordinance, and moneys therein shall be expended in the manner and by the procedure established under the provisions of said Article IV of the Original Bond Ordinance. Said Article IV and each appropriate provision thereof are hereby declared applicable to the Series 2020 Bonds and they are specifically reaffirmed and enacted as a part of this Resolution as if set forth verbatim herein.

Section 12. Costs of Issuance Fund Custodian. U.S. Bank National Association, Atlanta, Georgia, is hereby designated as the Costs of Issuance Fund custodian.

Section 13. Non-Arbitrage and Tax Covenants. The City covenants not to make or permit the use of, nor direct any depository or custodian to make any investment of, any proceeds of the Series 2020 Bonds which, if such use or investment had been reasonably expected on the date of issuance of the Series 2020 Bonds, would have caused the Series 2020 Bonds to be “arbitrage” bonds within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), and such regulations promulgated from time to time thereunder as may be applicable to the Series 2020 Bonds. The City further covenants that it will comply throughout the term of the bonds with the requirements of said Code and any such applicable regulations to the end of preventing the bonds from becoming “arbitrage” bonds. In addition, the City will take or cause to be taken all actions required to comply with all provisions of Federal law applicable to the Series 2020 Bonds necessary to be complied with in order for the interest on the Series 2020 Bonds to be exempt from Federal income taxation and it will not take nor permit anyone under its direction or control to take any action which would cause the exemption from Federal income taxation to be lost. Nothing contained in this Section 13 shall be construed to impose contractual obligations on the City which are more onerous or burdensome than the requirements (as they shall exist from time to time) of said Code and any such applicable regulations which must be observed in order to prevent the interest on the Series 2020 Bonds from becoming subject to Federal income taxation. The City shall not knowingly invest or participate in the investment of any money held hereunder which investment would render interest on any bonds subject to Federal income taxation. The City will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Series 2020 Bonds under Section 103 of the Code.

The City hereby adopts and agrees to comply with the Tax Policy, attached hereto as Exhibit B.

Section 14. Particular Covenants. All of the terms, covenants, conditions and provisions of the Original Bond Ordinance, except to the extent specifically amended by the terms of this Series 2020 Ordinance relating to the Series 2020 Bonds, are hereby declared applicable and are broadened and extended so long as to cover the Series 2020 Bonds and they

are specifically reaffirmed and enacted as a part of this Series 2020 Ordinance as if set forth verbatim herein.

Section 15. Validation. The Series 2020 Bonds shall be validated in the manner provided in the Revenue Bond Law, as amended, and to that end notice of the adoption of this Series 2020 Ordinance and a certified copy thereof shall be served immediately on the District Attorney of the Conasauga Judicial Circuit in order that proceedings for the confirmation and validation of the Series 2020 Bonds by the Superior Court of Whitfield County may be instituted by said District Attorney.

Section 16. Continuing Disclosure. The Commission, acting on behalf of the City, will undertake all responsibility for compliance with the continuing disclosure requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) pursuant to a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”). The execution and delivery of the Continuing Disclosure Certificate by the Mayor of the City is hereby authorized. Notwithstanding any other provision of this Series 2020 Ordinance, failure of the City or the Commission, acting on behalf of the City, to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder, and under no circumstances shall such failure affect the validity or the security for the payment of the Bonds. It is expressly provided, however, that any Holder or Beneficial Owner of Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Series 2020 Ordinance and the Bonds. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes. The cost to the Commission of performing its obligations set forth in this Section shall be paid solely from funds lawfully available for such purpose. Nothing contained in this Series 2020 Ordinance shall obligate the levy of any tax to effect the City’s obligations set forth in this Section.

Section 17. Official Statement. The City will cause to be prepared and distributed a Preliminary Official Statement with respect to the Series 2020 Bonds, and the City shall execute and deliver an Official Statement in final form and the execution and delivery of the Official Statement in final form be and the same is hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2020 Bonds and the execution by the Mayor of the City or the City Clerk of a certificate which will “deem final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12 be and the same are hereby authorized and approved. The Mayor of the City is hereby authorized to execute and deliver the Official Statement for and on behalf of the City, and the Official Statement shall be in substantially the form of the Preliminary Official Statement as presented to the City on the date hereof and filed with the City Clerk of the City subject to such minor changes, insertions or omissions as may be approved by the Mayor of the City and the execution of said Official Statement by the Mayor of the City as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Official Statement for and on behalf of the City is hereby authorized and approved.

Section 18. Approval of Purchase Agreement. The execution, delivery, and performance of the Purchase Agreement providing for the purchase and sale of the Series 2020 Bonds, by and between the City and the Underwriter, a copy of which has been presented to the City at the time of adopting this Series 2020 Ordinance and considered by its members and which is on file and of record with the Clerk of the City, be and the same is hereby authorized. The Purchase Agreement shall be in substantially the form as presented to the City, subject to such minor changes, insertions or omissions as may be approved by the Mayor of the City, and the execution of the Purchase Agreement by the Mayor of the City as hereby authorized shall be conclusive evidence of any such approval.

Section 19. Authorization of Execution of 8038-G and Other Documents. The Mayor or Chief Financial Officer of the City is hereby authorized and to direct the filing with the Internal Revenue Service a form 8038-G upon closing of the Series 2020 Bonds. The proper officers and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Series 2020 Ordinance and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2020 Bonds. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2020 Bonds are ratified and approved.

Section 20. Waiver of Performance Audit. The City hereby specifically waives the requirements of O.C.G.A. § 36-82-100 that the expenditure of the proceeds of the Series 2020 Bonds be subject to an ongoing performance audit or performance review, and authorizes such waiver to be published in the notice of hearing relating to the validation of the Series 2020 Bonds.

Section 21. Severability. In case anyone or more of the provisions of this Series 2020 Ordinance, or the Series 2020 Bonds, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series 2020 Ordinance, or the bonds, but this Series 2020 Ordinance and the bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 22. Proceedings Authorizing Parity Bonds. The provisions of the Original Bond Ordinance and this Series 2020 Ordinance and every sentence thereof and herein shall be construed as including and as being applicable to the Series 2017 Bonds, the Series 2020 Bonds and any future series of Parity Bonds, and the Series 2017 Bonds, the Series 2020 Bonds and any such Parity Bonds shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the initial series of bonds and pursuant to the terms of the Original Bond Ordinance and this Series 2020 Ordinance.

Adopted and approved on the 19th day of October, 2020, at the regular meeting of the Mayor and Council of the City of Dalton.

CITY OF DALTON, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

The foregoing Ordinance received its first reading on October 19, 2020. Upon the motion for passage of the Ordinance made by Council member _____, second by Council member _____, and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

EXHIBIT A

FORM OF REQUISITION

In accordance with the terms of the Bond Ordinance enacted October 6, 2017, as supplemented (the “Original Bond Ordinance”) by the Mayor and Council of the City of Dalton, Georgia (the “City”) and the Series 2020 Bond Ordinance enacted October 19, 2020, as supplemented (the “Series 2020 Ordinance”) and, together with the Original Bond Ordinance, the “Ordinance”) by the Mayor and Council of the City, the Commission (as defined in the Ordinance), acting on behalf of the City, hereby requests the Custodian of the Construction Fund to pay the following persons the following amounts from the “2020 Project Account” within the Construction Fund for the following purposes:

<u>Payee’s Name and Address</u>	<u>Invoice Number</u>	<u>Dollar Amount</u>	<u>Purpose</u>
-------------------------------------	-----------------------	----------------------	----------------

The Commission hereby certifies as follows:

1. An obligation in the stated amount has been incurred, is a proper charge against the Construction Fund and has not been paid.
2. A bill or statement of account for such obligation, or a copy thereof, is attached hereto or is on file in the office of the director of the Commission.
3. The undersigned has no notice of any vendor’s, mechanic’s or other liens or rights to liens, security interests, chattel mortgages, or conditional sales contracts which should be satisfied or discharge before such payment is made.
4. This requisition contains no item representing payment on account or any retained percentages which the Commission is, as of the date of this certification, entitled to retain.
5. Insofar as such obligation was incurred for work, materials, supplies or equipment, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose.

THE BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS OF THE
CITY OF DALTON

Dated: _____

By: _____
Title: Authorized Representative

EXHIBIT B

POLICY WITH RESPECT TO TAX-EXEMPT DEBT

[Attached.]

POLICY WITH RESPECT TO TAX-EXEMPT DEBT

WHEREAS, the City of Dalton, Georgia (the “**Issuer**”) is a municipal corporation organized and existing under the laws of the State of Georgia; and

WHEREAS, the Issuer has previously issued or may in the future issue one or more series of governmental purpose bonds or other form of tax-exempt obligations (the “**Tax-Exempt Bonds**”) the interest on which is excluded from gross income of the owners thereof pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “**Code**”); and

WHEREAS, in connection with the issuance of each series of Tax-Exempt Bonds, the Issuer has executed or will execute covenants and certificates wherein the Issuer represents that it expects and intends to be able to comply with and will, to the extent permitted by law, comply with the provisions and procedures set forth in such covenants and certificates and will do and perform all acts and things necessary or desirable in order to assure that the interest on the series of Tax-Exempt Bonds to which such covenants and certificates relate will be excluded from gross income of the owners thereof for federal income tax purposes; and

WHEREAS, upon recommendation of the Internal Revenue Service (the “**IRS**”), the Issuer has determined that it is advantageous and in the best interests of the Issuer and the owners of the Tax-Exempt Bonds to adopt certain post-issuance compliance policies and procedures (“**PICPP**”) as set forth in this tax policy (this “**Policy**”) as may be supplemented from time to time as provided herein.

Incorporation of Tax Closing Documents. This Policy shall be deemed to include and hereby incorporates all covenants, certificates, instructions and information reporting documentation contained in the closing transcript or record of proceedings for any series of Tax-Exempt Bonds, whether executed in connection with the issuance of any such series of obligations or executed post-closing, (the “**Tax Closing Documentation**”) for each issue of Tax-Exempt Bonds of the Issuer.

Assignment of Responsibility. The Issuer hereby assigns the responsibility for post-issuance compliance set forth in this Policy to the Chief Financial Officer of the Issuer. Such officer is hereby designated the Post-Issuance Compliance Officer (the “**PICO**”). Some or all of the responsibilities of the PICO may be assigned by the Issuer to another officer or employee of the Issuer (the “**Authorized Representatives**”).

Tax Documentation and Retention. The PICO will assemble and document to his or her satisfaction the location of all Tax Closing Documentation for each issue of Tax-Exempt Bonds of the Issuer issued for the benefit of their respective governments. All Tax Closing Documentation accumulated for each series of Tax-Exempt Bonds shall be maintained for a period of three (3) years following the final maturity of the Tax-Exempt Bonds.

IRS Correspondence and Audits. The PICO will consult with qualified bond counsel immediately upon receipt of any correspondence from, or opening of an examination of any type with respect to Tax-Exempt Bonds of the Issuer by, the IRS.

Periodic Review Requirements. The PICO will review the implementation of the PICPP set forth in this Policy with the Issuer at least annually during the term of any outstanding series of Tax-Exempt Bonds.

Training Requirements. The PICO will develop a training program that is designed to inform any successor PICO of the requirements of the PICPP and periodically train all the Authorized Representatives of their duties under the PICPP. Such training program may be developed with internal materials and shall include a review of the Code and the IRS's website established for the use of the tax-exempt bond community located at <http://www.irs.gov/taxexemptbond/index.html?navmenu=menu1>.

Approval and Adoption. The Issuer hereby approves and adopts the PICPP set forth in this Policy.

Time is of the Essence. The Issuer hereby authorizes and directs the PICO and any designated Authorized Representatives to take such actions deemed necessary, appropriate or desirable to effect the implementation of the PICPP set forth in this Policy immediately.

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Dalton, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of an ordinance enacted by the Mayor and City Council of the City of Dalton in public meeting properly and lawfully assembled on October 19, 2020, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(SEAL)

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-19-20

Agenda Item: Preliminary Findings Bleakly Group TAD Evaluation Presentation

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Preliminary Finding of the Bleakly Group regarding additional TADs in City of Dalton



**CORRIDOR IMPROVEMENTS
INFILL & CONNECTIVITY// WALNUT AVENUE**



SITE DATA:
Main Apartment Tract □ 47.1205 acres

(210) Apartments across (7) Buildings
(344) Parking Spaces (within gates)
(10) Garage Spaces (within gates)
(151) Leasing Spaces (outside gates)

Proposed Amenities:
Main Pool area with Clubhouse
Formal Green with Bocce and Grills
Sod mounded Flex/Play Area
Dog Park

PRELIMINARY FINDINGS: REDEVELOPMENT POTENTIAL OF TWO PROPOSED TAX ALLOCATION DISTRICTS

City of Dalton, Georgia

Prepared for:



**Presentation to the Dalton City Council
October 19, 2020**

Prepared by:



BACKGROUND

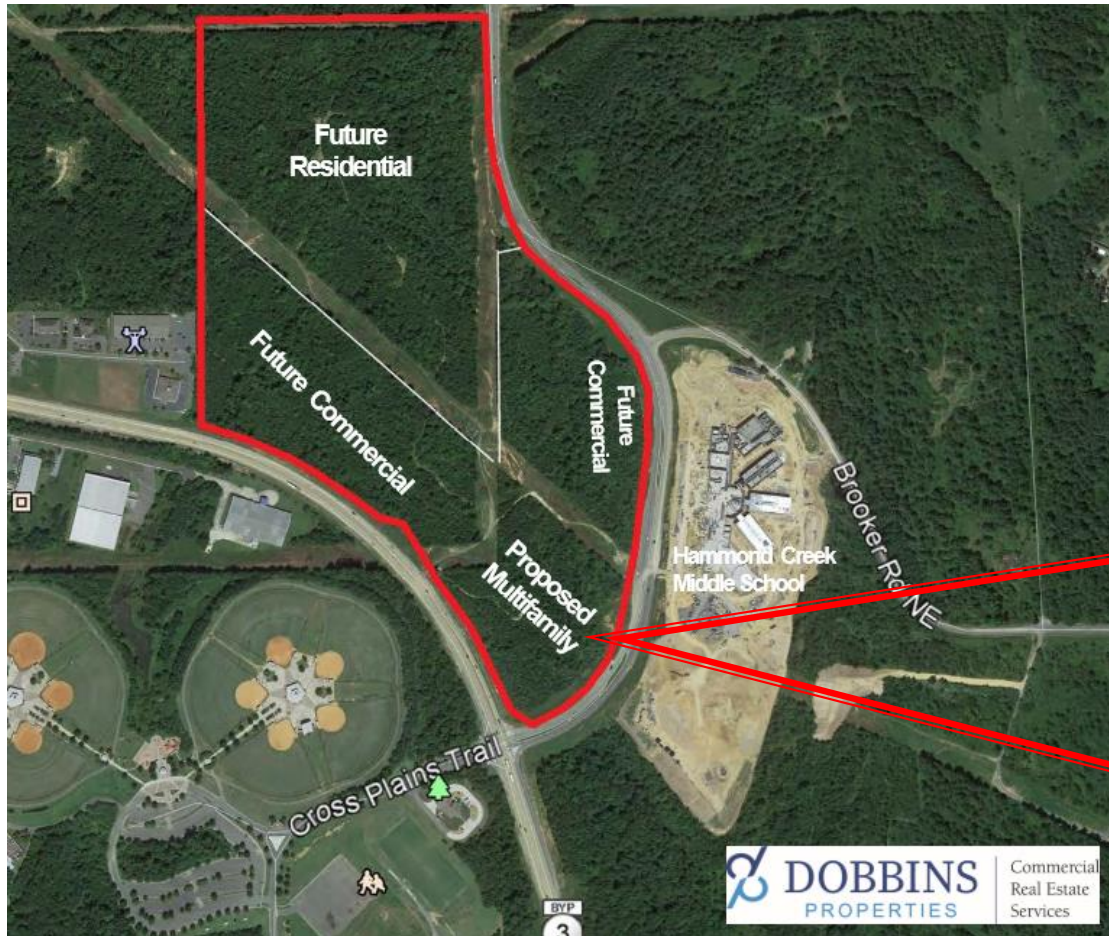
Presentation Contents

- The City of Dalton, working with the Dalton-Whitfield County JDA, retained Bleakly Advisory Group to assist the City in evaluating the addition of two new Tax Allocation Districts within the City limits.
- These new TAD's and the overall the scope of the assignment are broadly summarized as follows:
 - Amending the City's 2015 Redevelopment Plan to add a third TAD in the North Bypass area to support a proposed mixed-use development and possible future transportation and infrastructure improvements
 - Drafting a new Redevelopment Plan to create a TAD along West Walnut Avenue, to assist in funding needed transportation improvements to the area, as well as support commercial revitalization and infill development
- This presentation summarizes progress made to date, including:
 - Preliminary suggested TAD boundaries and current tax digests included within each proposed district
 - Preliminary estimates of long-term redevelopment potential and resulting TAD revenues
 - Potential eligible redevelopment costs and possible uses of TAD proceeds
 - (This information is required content of the respective redevelopment plan/amendment)
- Requested actions of the City Council
 - Provide any comments or feedback – now or following this meeting
 - Authorize BAG to prepare the draft Redevelopment Plan and plan Amendment
 - Schedule the required TAD public hearing(s) at which time the draft report contents will be presented in more detail

NORTH BYPASS

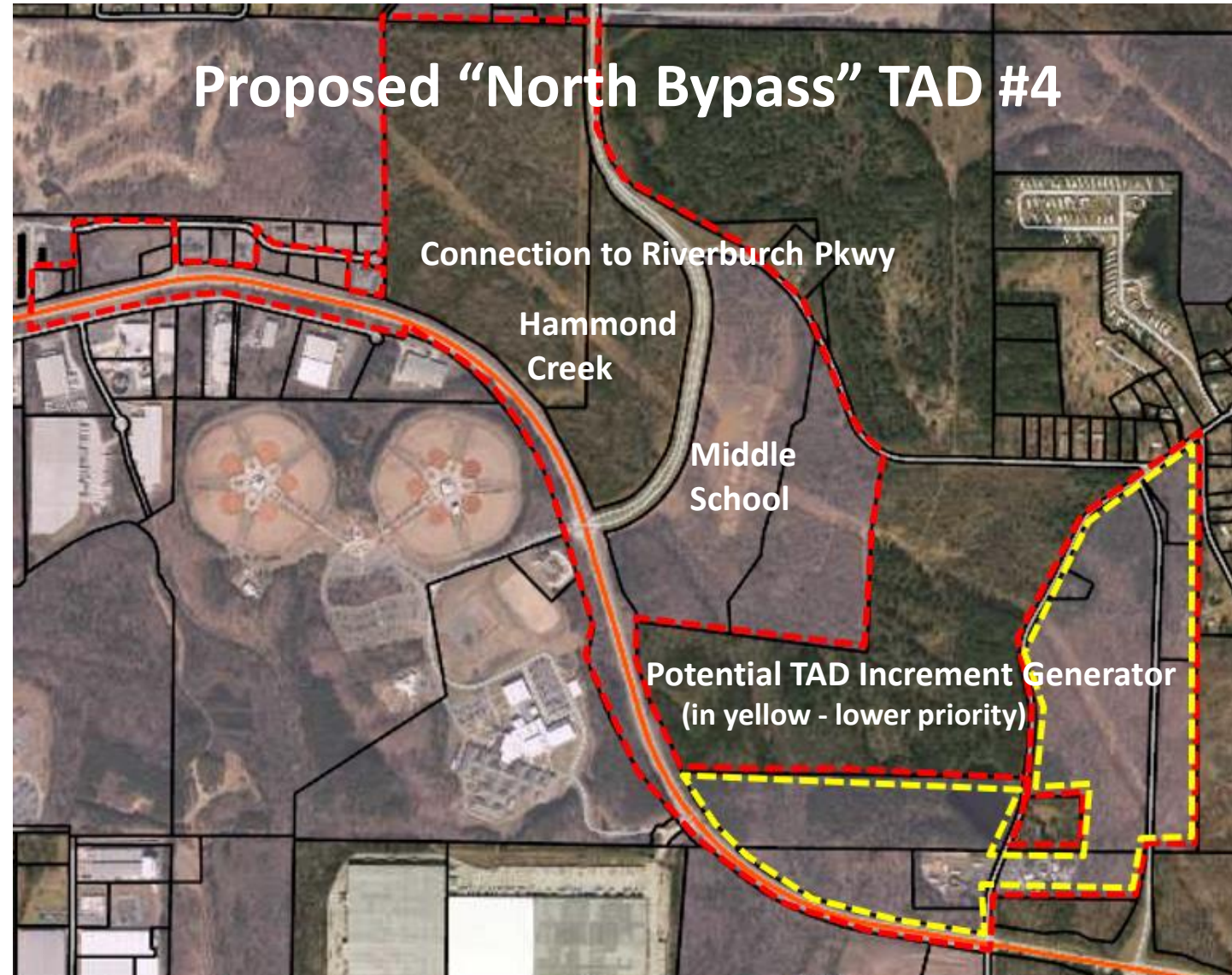
THE OPPORTUNITY

- The City has been presented with a request to annex 2 parcels totaling 93 acres for a proposed mixed-use development to be known as Hammond Creek. The first phase consists of a 210-unit apartment community that is consistent with recommendations contained in the Believe Greater Dalton Housing Study. The Project's developer has requested TAD funds to close an identified "feasibility gap" to make that project economically viable. TAD funds could also be used to extend Riverbuck Parkway to Brooker Rd. and to support other phases of Hammond Creek as appropriate.



PROPOSED TAD BOUNDARIES

- Suggested N. Bypass TAD boundaries include 18 parcels totaling 214.5 acres, with a current estimated tax digest of \$10,476,163
- Rationale:
 - At minimum, the TAD should include the proposed Hammond Creek Annexation parcels and remaining undeveloped lots on Riverburch Parkway
 - Adding the School District parcels provides flexibility to enable a future City Council to consider using TAD proceeds to help fund transportation or infrastructure investments to enhance school facilities, if excess TAD funds become available for such purposes
 - Additional parcels within the City Limits located along the North Bypass, Underwood Rd. and Brooker Dr. are likely to increase in value over time if Hammond Creek is successful. The City could consider a future request for TAD funding to support development in that area.



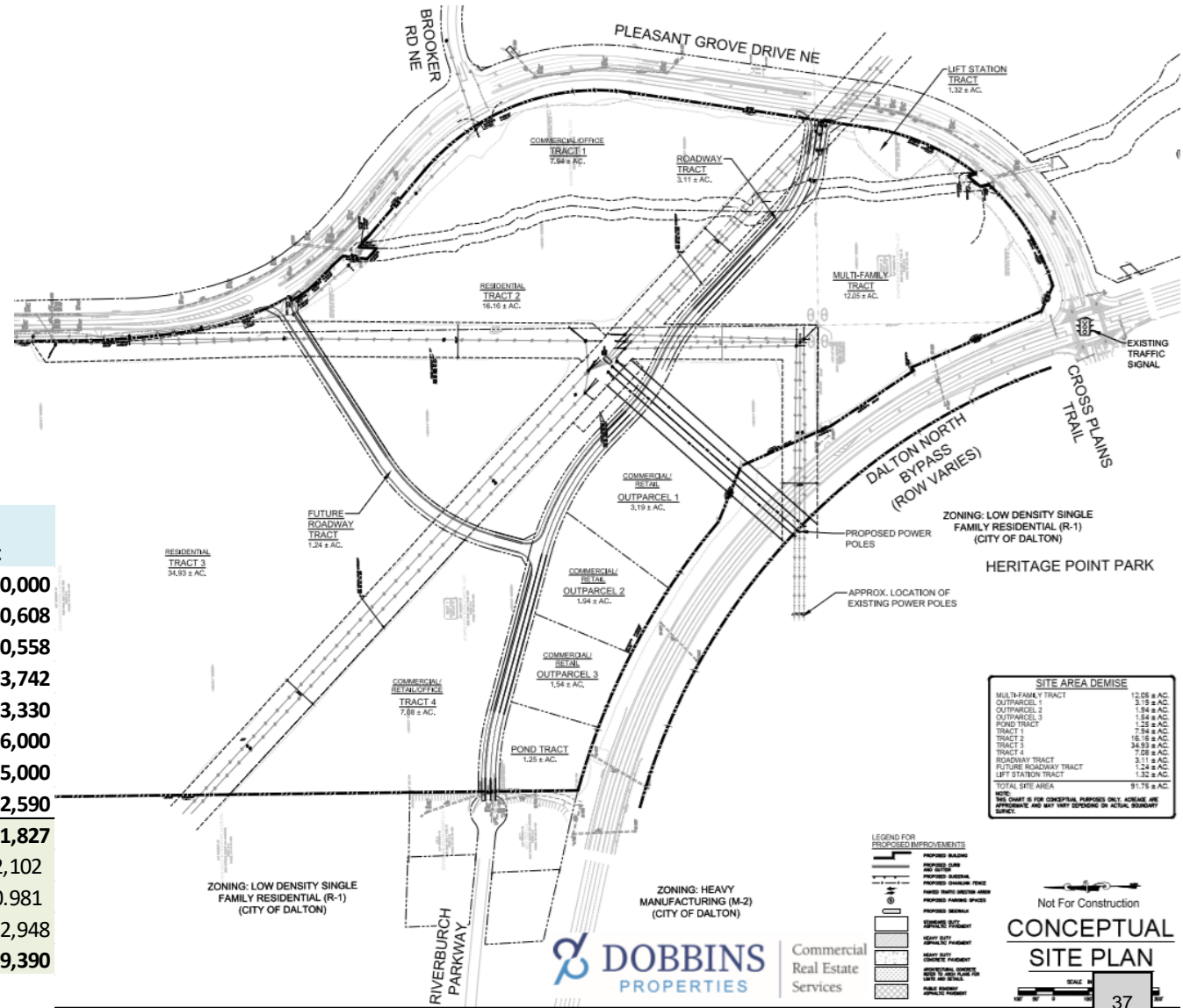
ESTIMATED TAD POTENTIAL AT BUILD OUT

Hammond Creek Conceptual Site Plan

- Using conservative assumptions based on current assessment data, the taxable full value of the concept plan for Hammond Creek could approach \$124.1 million at build out (in 2020 \$)
- Annual M&O property tax collections could exceed \$1.76 million/year – several years into the future

Developable Area	Acres	Future Land Use	DU's/Acre or FAR	Units or SF	Avg. 2020 FMV/Unit	FMV at Build Out
Multi-Family	12.05	Apartments	17.5	210	\$100,000	\$21,000,000
Outparcel 1	3.19	Comm/Retail	0.12	16,675	\$75.00	\$1,250,608
Outparcel 2	1.94	Comm/Retail	0.12	10,141	\$75.00	\$760,558
Outparcel 3	1.54	Comm/Retail	0.12	8,050	\$75.00	\$603,742
Tract 1	7.94	Commercial/Office	0.10	34,587	\$125.00	\$4,323,330
Tract 2	16.16	Residential [1]	10	162	\$235,000	\$37,976,000
Tract 3	34.93	Residential [1]	6	210	\$250,000	\$52,395,000
Tract 4	7.08	Commercial/Office	0.15	46,261	\$125.00	\$5,782,590
Future FMV	84.83	acres				\$124,091,827
Certified Base FMV (Hammond Creek Parcels)						\$2,362,102
Tax Allocation Increment Ratio @ Build Out						0.981
Annual M&O Property taxes @ millage rate				14.2068		\$1,762,948
Potential Annual TAD Increment at Build Out						\$1,729,390

[1] Average taxable full value of residential units includes an allowance for deducting homestead exemptions.



ESTIMATED FORECAST OF FUTURE TAD PROCEEDS

North Bypass

- Forecast assumptions:
 - Hammond Creek is developed according to the proposed site plan
 - Remaining undeveloped commercial lots on Riverburch Parkway achieve end values comparable to already developed parcels – adding \$5.0 million in digest over time
 - 50% of the remaining acreage within the TAD (+/-20 acres) is developed as for-sale housing at a density of 6 units/acre – resulting in a future digest growth of \$29.5 million in the balance of the TAD
 - Completion of all projects is achieved within 15 years and average taxable property values appreciate within a range of 1.0% to 1.5% per year once 30% of the TAD’s total build out is achieved
- Applying the above assumptions, the TAD’s taxable (100%) digest could grow from a base of roughly \$10.5 million in 2020 to \$185 million at build out. The following table summarizes potential cumulative TAD increment over varying time periods on a nominal and net present value basis
 - (NPV values approximate the TAD’s ability to leverage “up-front” capital under various financing scenarios)

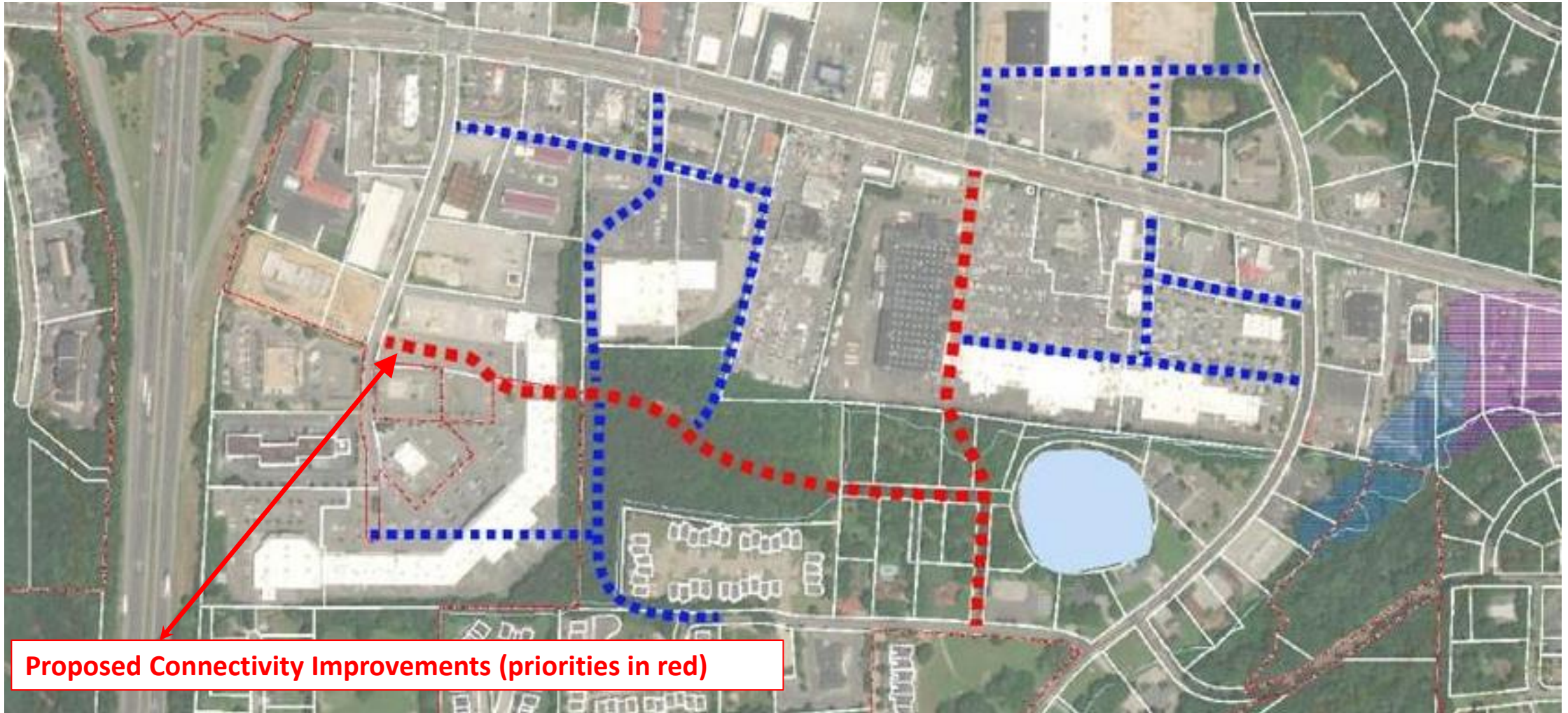
Estimated North Bypass TAD Potential

Estimated Total TAD Increment:		10 Years	15 Years	20 Years	25 Years	30 Years
Cumulative TAD Proceeds (Nominal \$)		\$6,771,925	\$18,008,892	\$31,339,013	\$45,505,753	\$60,509,112
NPV Discounted @	4%	\$5,010,517	\$11,732,434	\$18,316,198	\$24,067,533	\$29,074,134
	5%	\$4,660,336	\$10,592,965	\$16,138,306	\$20,756,254	\$24,588,462
	6%	\$4,339,426	\$9,582,592	\$14,261,744	\$17,978,047	\$20,919,309
	7%	\$4,045,011	\$8,685,038	\$12,640,301	\$15,637,640	\$17,901,107

WEST WALNUT AVENUE

THE OPPORTUNITY

- The City is considering making connectivity improvements to the West Walnut Avenue Corridor to reduce traffic congestion in the area. These improvements could also enhance commercial property values, increase sales tax revenues and access landlocked parcels for infill development. Future TAD funds could be used to help finance public improvements and/or provide incentives for infill development as appropriate.

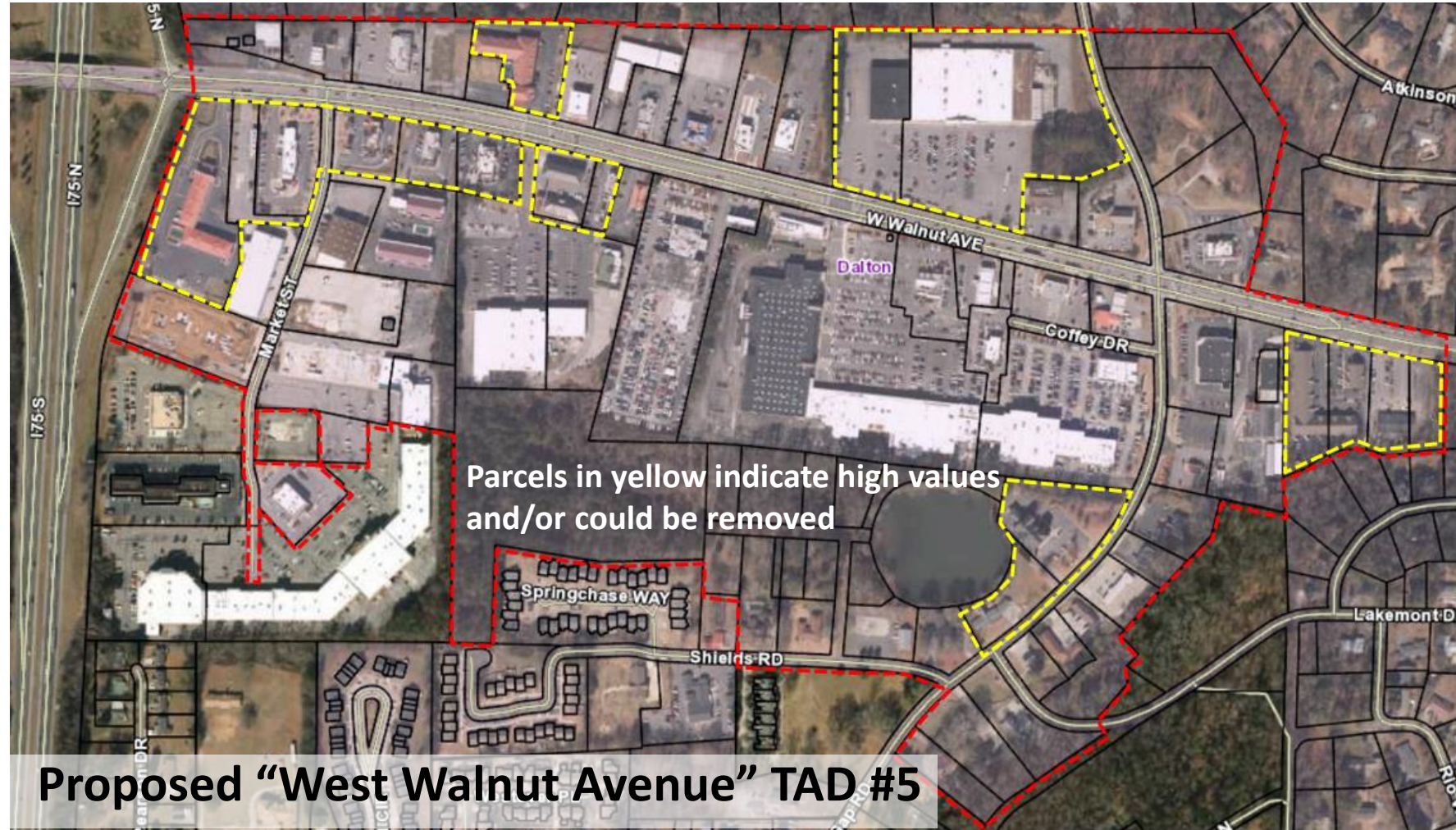


PROPOSED TAD BOUNDARIES

- Suggested W. Walnut Ave. TAD boundaries include 77 parcels totaling 128.4 acres, with a current estimated City tax digest of \$83,080,716

- Rationale:

- Suggested TAD boundaries should include all parcels that could be either directly impacted by or indirectly benefit from planned public improvements
- Consideration could be given to removing some or all parcels shown in yellow because property values are already high, or the land uses are less likely to benefit from public investments.



Proposed “West Walnut Avenue” TAD #5

- Removing all parcels in yellow would reduce the size of the proposed TAD to 101 acres and \$57.2 million. The distribution of TAD parcels by land use and value is detailed on the next slide.

Proposed West Walnut TAD Parcels, Land Uses and Current Values

Row Labels	Number of Parcels	Total Acreage	Building Area (SF)	Full Market Value				City Digest	Land Value/SF	Improvements Value/SF	Total Value /Bldg SF
				Land	Buildings	Accessory	Total				
Banks	2	2.00	8,101	\$892,500	\$747,028	\$181,929	\$1,821,457	\$1,821,457	\$10.24	\$114.67	\$224.84
Car Dealer	1	5.21	36,330	\$1,815,584	\$874,396	\$0	\$2,689,980	\$2,689,980	\$8.00	\$24.07	\$74.04
Car Wash	1	0.71	2,574	\$112,500	\$135,103	\$0	\$247,603	\$247,603	\$3.64	\$52.49	\$96.19
Convenience Store	1	0.45	2,400	\$75,000	\$86,643	\$0	\$161,643	\$161,643	\$3.83	\$36.10	\$67.35
Gas Station/Convenience	3	1.98	6,311	\$1,003,612	\$369,843	\$594,675	\$1,968,130	\$1,968,130	\$11.64	\$152.83	\$311.86
Gas Station	1	0.75	1,914	\$392,040	\$123,993	\$148,500	\$664,533	\$664,533	\$12.00	\$142.37	\$347.20
Discount Store	1	1.05	24,446	\$909,563	\$482,430	\$0	\$1,391,993	\$1,391,993	\$19.89	\$19.73	\$56.94
Drug Store	1	0.9	15,578	\$708,750	\$1,164,784	\$0	\$1,873,534	\$1,873,534	\$18.08	\$74.77	\$120.27
Dry Cleaner	1	0.39	1,535	\$34,145	\$81,663	\$0	\$115,808	\$115,808	\$2.01	\$53.20	\$75.44
Tax Exempt (Religious)	1	2.12	9,423	\$756,000	\$994,479	\$0	\$1,750,479	\$0	\$8.19	\$105.54	\$185.77
Hotel	4	8.2	155,703	\$3,563,344	\$7,217,923	\$33,519	\$10,814,786	\$10,814,786	\$9.98	\$46.57	\$69.46
Undeveloped Lots	15	24.4	-	\$2,028,363	\$0	\$0	\$2,028,363	\$1,966,443	\$1.91	\$0.00	\$0.00
Nbhd Shopping Ctr	8	37.21	432,497	\$14,224,171	\$19,772,817	\$0	\$33,996,988	\$33,996,988	\$8.78	\$45.72	\$78.61
Office	7	7.41	46,369	\$1,348,438	\$2,025,683	\$0	\$3,374,121	\$3,374,121	\$4.18	\$43.69	\$72.77
Parking Lot	2	3.05	-	\$763,350	\$0	\$0	\$763,350	\$763,350	\$5.75	\$0.00	\$0.00
Pond	1	3.03	-	\$15,255	\$0	\$0	\$15,255	\$15,255	\$0.12	\$0.00	\$0.00
Fast Food Restaurants	7	6.28	23,935	\$3,359,150	\$2,422,496	\$269,388	\$6,051,034	\$6,051,034	\$12.28	\$112.47	\$252.81
Full Service Restaurants	10	10.75	44,849	\$5,155,996	\$3,957,177	\$14,599	\$9,127,772	\$9,127,772	\$11.01	\$88.56	\$203.52
Retail Stores	5	7.61	46,392	\$2,852,086	\$1,890,096	\$177,418	\$4,919,600	\$4,919,600	\$8.60	\$44.57	\$106.04
SFR	4	3.91	9,602	\$81,060	\$534,587	\$44,541	\$660,188	\$660,188	\$0.48	\$60.31	\$68.76
Warehouse	1	0.96	16,968	\$216,000	\$240,498	\$0	\$456,498	\$456,498	\$5.17	\$14.17	\$26.90
Total - All TAD Parcels	77	128.37	884,927	\$40,306,907	\$43,121,639	\$1,464,569	\$84,893,115	\$83,080,716	\$7.21	\$50.38	\$95.93
Potential Parcels Removed	16	27.23	260,387	\$11,830,914	\$15,501,445	\$293,521	\$27,625,880	\$25,875,401	\$9.97	\$60.66	\$106.10
TAD - (after deletions)	61	101.14	624,540	\$28,475,993	\$27,620,194	\$1,171,048	\$57,267,235	\$57,205,315	\$6.46	\$46.10	\$91.70

• The proposed TAD area contains more than 24 acres in vacant lots – most of which are developable.

ESTIMATED FORECAST OF FUTURE TAD PROCEEDS

West Walnut Avenue

- Forecast assumptions:
 - The proposed connection to Shields Rd. shown in red on the earlier exhibit, is completed within 5 years
 - Improvements result in the eventual development of landlocked and under-developed parcels, increasing total building square footage in the TAD from roughly 885,000 to 1.1 million SF (roughly 20%)
 - Average land values/acre within the TAD increase by approximately 10% due in part to public improvements
 - Average building values/SF increase from roughly \$50 currently to \$60 per SF as a result of new construction
 - Completion of all projects is achieved within 10 years and average taxable property values appreciate within a range of 1.0% to 1.5% per year after transportation improvements are completed
- Applying the above assumptions, the TAD’s taxable (100%) digest could grow from a base of roughly \$83.1 million in 2020 to \$111.1 million at build out. The following table summarizes potential cumulative TAD revenues over varying time periods on a nominal and net present value basis
 - (NPV values approximate the TAD’s ability to leverage “up-front” capital under various financing scenarios)

Estimated West Walnut Avenue TAD Potential

Estimated Total TAD Increment:		10 Years	15 Years	20 Years	25 Years	30 Years
Cumulative TAD Proceeds (Nominal \$):		\$1,732,595	\$4,523,661	\$7,977,933	\$11,976,661	\$16,623,632
NPV Discounted @	4%	\$1,310,734	\$2,980,048	\$4,683,310	\$6,318,565	\$7,856,023
	5%	\$1,226,129	\$2,699,347	\$4,133,386	\$5,445,964	\$6,622,468
	6%	\$1,148,331	\$2,450,256	\$3,659,814	\$4,715,776	\$5,618,517
	7%	\$1,076,710	\$2,228,792	\$3,250,822	\$4,102,225	\$4,796,753

SUGGESTED ELIGIBLE REDEVELOPMENT COSTS

North Bypass TAD

- Financial assistance/incentives to developers for priority housing types/amenities identified in the Believe Greater Dalton Housing Strategy
- Roadway extensions, intersection improvements, streetscape, utility and other public infrastructure investments that may be needed to support increased development and population growth in the TAD
- Future selective improvements to educational and/or recreational facilities to serve the area

West Walnut Avenue TAD

- (Partial) funding support for ROW acquisition, road construction, intersections, streetscapes and related connectivity improvements
- Selective financial assistance/incentives to developers to support infill development on vacant or underutilized parcels
- Selective financial assistance/incentives to commercial property owners to expand or substantially rehabilitate existing buildings – particularly if those improvements significantly increase future sales tax revenues

IMPACT OF THE PROPOSED NEW TADS ON THE 10% CAP

- The total tax digest within Dalton’s two existing TAD’s appears to have declined since their certification in 2015. BAG estimates that the City has roughly \$143.4 million (3.9%) of its total digest in existing TAD’s
- State law allows a maximum of 10% of the City Digest to be placed within TADs
 - The 10% cap totaled \$363.5 million in 2019
- Assuming all identified parcels are included in the proposed new districts, the total City digest in TADs would total just under \$237.0 million (6.5%) and leave a balance of \$125.6 million before the 10% cap is reached
 - Approximately \$27.1 million in digest could be removed from the two proposed TAD’s, which would lower the percentage of City Digest against the cap from 6.5% to 5.8%

Potential City of Dalton Tax Digest in TADs after 2020 Additions

	Parcels	Acres	Tax Digest
City Net M&O (100%) Digest (2019)	23,483	9,406.0	\$3,635,201,929
Maximum Allowable Digest in TAD's (10% Cap)			\$363,520,193
City Digest within Existing/Proposed TADs			
TAD #1 - Downtown (2019 Estimate)	910	175.0	\$91,045,755
TAD #3 - E. Walnut Ave/Mall Area (2019)	93	198.0	\$52,373,100
TAD #4? - North Bypass *	18	214.5	\$10,476,163
TAD #5? - W. Walnut Ave *	77	128.4	\$83,080,716
Total Parcels/Acres/Digest in TADs	1,098	715.9	\$236,975,734
Percent of City Totals	4.7%	7.6%	6.5%
Remaining Future TAD Capacity under 10% CAP			\$126,544,459

*Assumes all recommended parcels are included within the proposed new TAD's. These totals could be reduced

NEXT STEPS

- Authorize us to proceed to draft the needed 2015 Redevelopment Plan Amendment and new West Walnut Avenue Redevelopment Plan based on the information presented here
 - Establish a process to provide input to us before the drafts are completed
- Schedule/advertise the first public hearing for each TAD
 - November 16?
- Schedule/advertise the meeting when the Council will vote to adopt each TAD (including optional second public hearings before the vote is taken)
 - December 7?
- Draft the required Resolutions to amend/adopt the redevelopment plans and establish the new TADs



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/19/2020

Agenda Item: Disadvantaged Business Enterprise (DBE) Program Goals Approval

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

The City of Dalton has received Federal financial assistance from the Department of Transportation for the Dalton Municipal Airport, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26 which requires that the airport submit a Disadvantaged Business Enterprise (DBE) program goals document every 3 years. This DBE plan was established for FY2021-2023 by our DBE consulting firm, Taffy Pippin Consulting, LLC, together with Croy Engineering and the Dalton Airport Manager. The document establishes a 5.35%, 3-year DBE goal for DBE company participation in federally funded airport projects. The document also details the methodology for determining the stated goal, as well as other DBE participation guidelines and requirements. This DBE plan document requires approval by the Mayor and Council and will then be submitted to the FAA for subsequent approval. If approved, the plan will go into effect Oct 1, 2021.

**DBE PROGRAM
DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA
POLICY STATEMENT**

Objectives /Policy Statement (§§26.1, 26.23)

The City of Dalton, Georgia, (Sponsor) owner of the Dalton Municipal Airport, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as “Part 26”).

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program;
7. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs and;
8. To promote the use of DBEs in all types of federally-assisted contract and procurement activities.

Andrew Wiersma, Dalton Municipal Airport Manager has been delegated as the DBE Liaison Officer (DBELO) and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Federal Aviation Administration.

The Sponsor has disseminated this policy statement to all branches of the Sponsor’s government, and posted it for public viewing. It will be distributed to DBE and non-DBE communities that perform work for the Sponsor on DOT-assisted contracts by website postings of the public notice.

David Pennington
Mayor
Dalton, Georgia

Date: _____

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Sponsor is the recipient, of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Sponsor will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

Sponsor will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to the FAA as follows:

Sponsor will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. Sponsor will similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to the FAA as instructed thereby.

Bidders List: 26.11(c)

The Sponsor will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

The Sponsor will collect this information as an attachment to the bid documents. All bidders will provide this above information pertaining to themselves and any subcontractor which they intend to employ, Attachment 3 to this Program.

Records Retention and Reporting:

All certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

The Sponsor has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement the Sponsor signs with a DOT operating administration will include the following assurance:

“The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The DBE program for the Sponsor as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).”

Contract Assurance: 26.13b – The Sponsor will ensure that the following clause is included in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor:

“The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.”

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Andrew Wiersma
Airport Manager
4483 Airport Road
P.O. Box 1205
Dalton, Georgia 20721
Phone (706) 260-0535

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Mayor concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO will use his staff of two to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.

6. Analyzes the Sponsor's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Acts as liaison to the Uniform Certification Process.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Sponsor to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Based on our search and the listings in the Federal Reserve Register of Minority Owned Banks, <http://www.fdic.gov/regulations/resources/minority/mdi.html>. Georgia has four minority owned banks. These banks may be accessed by following the above referenced website.

The Sponsor will investigate annually any new banks established in the area in the future that are owned by minorities and women and use their services, when feasible.

The Sponsor will provide the following notification to each prime contractor who will perform on a DOT-assisted project:

"The Sponsor encourages you to make the greatest feasible use of the services offered by banks owned and controlled by minorities and women. Information on these services may be obtained from the DBELO of the Sponsor or by contacting, Georgia Bankers Association, 50 Hurt Plaza, Suite 1050, Atlanta, Georgia, 30303, (404) 522-1501."

Section 26.29 Prompt Payment Mechanisms

Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor.

Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, Sponsor has selected the following method to comply with this requirement:

- (1) Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage

owed to the subcontractor for satisfactory completion of the accepted work within 30 days after our payment to the prime contractor.

To implement this measure, the Sponsor includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

“The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Sponsor must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. From the total of the amount determined to be payable on a partial payment, not to exceed 10% of such total amount will be deducted and retained by the Sponsor until the final payment is made except as may be provided (at the Contractor's option) in the subsection 90-08 title Payment of Withhold Funds of this section. The balance [Insert balance] of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in subsection of 90-08 Payment of Withheld Funds of this section, no such percent retainage shall be deducted. When at least 95% of the work has been completed the Engineer shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value of estimated cost, whoever is greater of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.”

Section 26.31 Directory

The Sponsor is a non-certifying member of the Georgia Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

The Directory may be found at: <http://www.dot.ga.gov/PS/Business/DBE#tab-2> or by contacting GDOT at telephone (404) 631-1990 (Main).

Section 26.33 Over-concentration

The Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The Sponsor has not established a business development program.

Section 26.37 Monitoring Responsibilities

Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in Sponsor's DBE program.

Sponsor actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the event of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records, monitored work sites and the Commercially Useful Function (CUF) process. This will be performed by the DBELO or the Sponsor's engineer and will be accomplished by:
 - a. Review bid package documentation thoroughly, obtaining clarification if necessary.
 - b. Review monthly reports regarding employment as well as DBE participation to ensure adherence to the plan as represented in bid documents and as stipulated in this program.
 - c. Monitor progress of payments to DBE through monthly reports from prime contractors.
 - d. Monitor progress of DBEs work through on-site visits and communication with DBEs.
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Monitoring Payments to DBEs and Non-DBEs

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any

authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The Sponsor proactively reviews contract payments to subcontractors including DBEs no less than once a month. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Sponsor by the prime contractor.

The Sponsor will actively implement the enforcement actions detailed above.

Prompt Payment Dispute Resolution

Sponsor will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29. These steps will include but are not limited to 1) Written certification that Sponsor has reviewed contracting records and monitored work sites for this purpose, 2) Upon either party's written request to the DBELO for dispute resolution, a meeting will be voluntarily set within ten days of the request. The meeting will include representatives with authority to take enforcement action, including but not limited to, prime contractor, sub- contractor, and Sponsor representative(s).

Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

The Sponsor will include the following clause in each DOT-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

- A. Refusal to issue proposals
- B. Damages
- C. Suspension of work on the project
- D. No additional progressive payments may be processed
- E. Suspension of prequalification”

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

If affected subcontractor's relationship with contracting prime responsible for direct payment does not exist in order to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint. If filing a prompt payment complaint with the DBELO does not

produce a timely resolution, the subcontractor may contact the Mayor and then the FAA.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Sponsor will provide appropriate means to enforce the requirements of §26.29. These means include:

The Sponsor will include the following clause in each DOT-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBEs and non-DBE subcontractors”

The Sponsor will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. This mechanism will include a written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by requiring DBE utilization updates at each pay request and at final contract closeout. The Airport Engineer along with the DBELO will review all pay requests and DBE utilization forms, ensuring that DBE utilization is in accordance with all contract requirements.

4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Sponsor will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO/ and or Engineering Consultant, Contracting records are reviewed by the DBELO/ENGINEER. Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation

The Sponsor has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Sponsor's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Sponsor does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the Sponsor will submit its Overall Three-year DBE Goal to FAA by August 1st as required by the established schedule below.

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/DBE%20and%20ACDBE%20Reporting%20Requirements%20for%20Airport%20Grant%20Recipients.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Sponsor does not anticipate awarding DOT/FAA funded prime contracts the

cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

(c) *Step 1.* The first step is to determine the relative availability of DBEs in the market area, “base figure”. We will use the Georgia UCP DBE Directory and the US Census Bureau Data as a method to determine our base figure. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the Sponsor would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on our DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in our market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section (above), is not an acceptable alternative means of determining the availability of DBEs.

(d) *Step 2.* Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the Sponsor will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsors efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Sponsor’s goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

In addition, the Sponsor will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on our

official City internet website, the FAA website and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official City internet web site and FAA website. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the Sponsor and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1st deadline.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which our regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrence

The Sponsor understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to Meet Overall Goals

The Sponsor cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Sponsor fails to administer its DBE program in good faith.

The Sponsor will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the Sponsor awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing our DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully our goal for the new fiscal year;
- (3) Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.49 (e) How Are Overall Goals Established For Transit Vehicle Manufacturers?

As an FAA recipient we may, with FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If we choose to do so, then the manufacturers of this equipment must meet the same requirements (including goal approval by FHWA or FAA) as transit vehicle manufacturers must meet in FTA-assisted procurements. See 26.49 (a) through (d)).

- (1) Sponsor affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) Sponsor is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

- (4) Sponsor will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Section 26.51(d-g) Contract Goals

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order to meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

- (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
- (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

Administrative reconsideration (26.53(d))

Within five (5) business days of being informed by the Sponsor that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Honorable David Pennington
 Mayor
 Dalton, Georgia
 300 W Waugh Street
 Dalton, Georgia 30720
 706-278-9500

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of Sponsor. This includes, but is not limited to, instances in which a prime contractor seeks to

perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) Sponsor determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides Sponsor written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that Sponsor has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to Sponsor a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (*e.g.*, safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's [*bid/solicitation*] response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of Sponsor as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If Sponsor requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor. Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of Sponsor may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals, except as provided for in 26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in §26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the Small Business size standard, as adjusted by the United States Administration, for NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Sponsor is a non-certifying member of the Georgia DOT Unified Certification Program (UCP). Georgia UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a

firm must meet all certification eligibility standards. Certifying Georgia UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center
600 W Peachtree St NW
Atlanta, GA 30308
(404) 631-1990

The certification application forms and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Sponsor is the member of a Unified Certification Program (UCP) administered by the Georgia DOT. The UCP will meet all of the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Sponsor

The Sponsor understands that if it fails to comply with any requirement of this part, the Sponsor may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation Or Retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, the Sponsor, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with the DOT and the Sponsor compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to the Sponsor a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26 website link
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

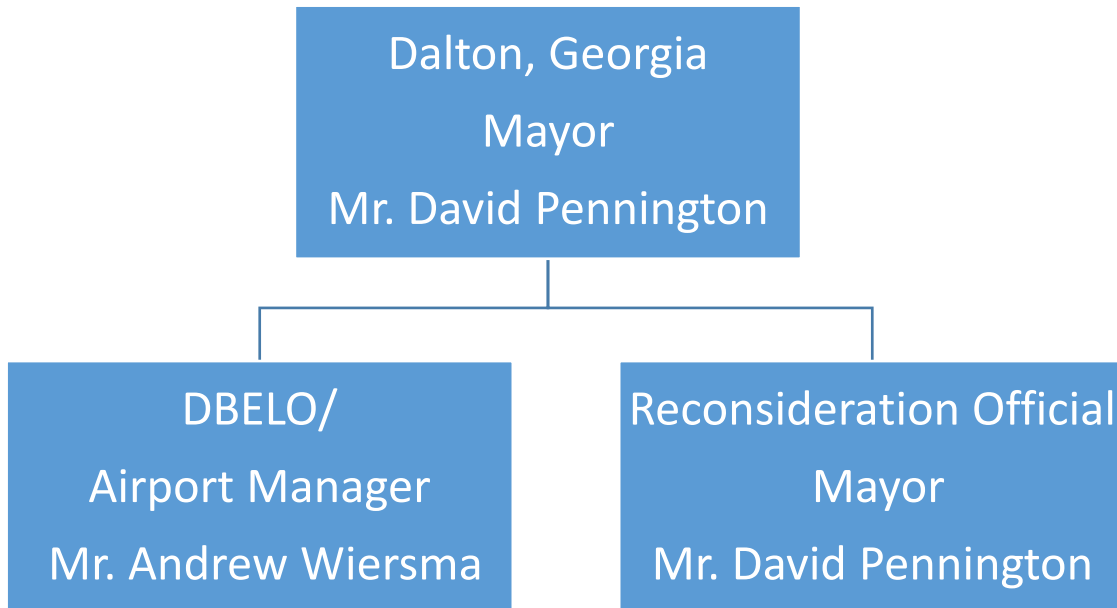
ATTACHMENT 1

Regulations: 49 CFR Part 26 link to website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3
Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4

The Georgia DBE web link to DBE directory is

<http://www.dot.ga.gov/PS/Business/DBE#tab-2>

ATTACHMENT 5

**DBE GOAL METHODOLOGY
49 CFR PART 26
DALTON MUNICIPAL AIRPORT
FISCAL YEAR 2021-FY2023**

FY 2021

UPDATE OF GOALS - To make the program as useful as possible to the public, the City of Dalton will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required, for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

AMOUNT OF GOAL -The City of Dalton’s overall goal for FY 2021 is 5.34% of the Federal financial assistance that we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of approximately \$271,250.00; this means that our DBE goal is set at approximately \$14,445.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

METHOD STEP 1: In the development of the DBE goal for the Dalton Municipal Airport the first step was to establish the availability of ready, willing and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2021. The project that is anticipated at the Dalton Municipal Airport consists of Land Acquisition Phase I and Obstruction Removal, with the professional efforts associated with such a project. An analysis of the project indicates that funds will be expended in the following areas:

DALTON MUNICIPAL AIRPORT PROJECT ANALYSIS FY 2021			
TASK	NAICS	AMOUNT	PERCENTAGE
Land Acquisition	N/A	\$157,500	58.06%
Site Prep	238910	\$58,500	21.57%
Engineering	541330	\$38,250	14.10%
Survey	541370	\$4,500	1.66%
Consulting	541611	\$12,500	4.61%
TOTAL		\$271,250	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in the State by County/ NAICS Code of Work to be Performed}}{\text{Total Firms in the State by County/NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

The normal market area was based on an assessment of bidders from recent projects. Recent bidders came from the following counties Bartow, Cobb, Cherokee and Forsyth. It was agreed that in addition to those counties, the county the airport is located in as well as the surrounding counties should be included in the market area. Those counties are as follows: Whitfield, Catoosa, Murray, Gordon, and Walker counties in Georgia A search was initiated within Georgia for an appropriate DBE Directory. The Small Business Administration and the Chamber of Commerce were contacted and it was agreed that the most comprehensive directory for DBE firms in Georgia was the DBE Directory that was established by the Georgia Department of Transportation. This directory contains DBE firms that are certified in accordance with 49 CFR Part 26. The list was further refined by identifying firms that could participate in the project by their appropriate NAICSs. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau’s City Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand we compute our Base Figure using the following mathematics:

$$\frac{Base}{Figure} = .5806 \left(\frac{N / A}{N / A} \right) + .2157 \left(\frac{GNAICS238910}{NAICS238910} \right) + .1410 \left(\frac{GNAICS541330}{NAICS541330} \right) + .0166 \left(\frac{GNAICS541370}{NAICS541370} \right) + .0461 \left(\frac{GNAICS541611}{NAICS541611} \right)$$

GNAICS- Georgia DBE Directory NAICS/Counties
 NAICS – Census Bureau’s City Business Pattern (CBCBP) Data Base

$$\frac{Base}{Figure} = .5806 \left(\frac{0}{0} \right) + .2157 \left(\frac{9}{173} \right) + .1410 \left(\frac{21}{406} \right) + .0166 \left(\frac{3}{59} \right) + .0461 \left(\frac{27}{629} \right)$$

$$\frac{Base}{Figure} = .0000 + .0112 + .0073 + .0008 + .0020$$

$$\frac{Base}{Figure} = 2.13\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions that have occurred at the Dalton Municipal Airport. The City has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be utilized to determine if an adjustment to our Base Figure is warranted. It was felt that a sampling of like type projects that have taken place in Georgia would be

appropriate for use in determining if an adjustment was required to the Base Figure. To this end, we investigated three airports with like type projects. Listed below are the projects that were included for analysis. As you will note, each of these projects is of a similar nature as the project that is being anticipated in the 2021 time frame at the Dalton Municipal Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2019	Carrolton	Obstruction Removal	8.65%
2018	Dalton	Rehabilitate Apron	8.55%*
2006	Savannah	Site Preparation	5.99%
*Median			

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 8.55% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	8.55%
BASE FIGURE	<u>+ 2.13%</u>
	10.68% ÷ 2 = 5.34%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 5.34%. It was felt that the Base Figure of 2.13% should be adjusted for this variance. The Average Percentage of 5.34% is established as the goal for DBE participation at the Dalton Municipal Airport for FY 2021.

FY 2022

UPDATE OF GOALS - To make the program as useful as possible to the public, the City of Dalton will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required, for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

AMOUNT OF GOAL -The City of Dalton’s overall goal for FY 2022 is 5.35% of the Federal financial assistance that we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of approximately \$270,000.00; this means that our DBE goal is set at approximately \$14,445.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

METHOD STEP 1: In the development of the DBE goal for the Dalton Municipal Airport the first step was to establish the availability of ready, willing and able DBE businesses that were

capable of participating in the type of contracts that were programmed during FY 2022. The project that is anticipated at the Dalton Municipal Airport consists of Land Acquisition Phase II and Obstruction Removal, with the professional efforts associated with such a project. An analysis of the project indicates that funds will be expended in the following areas:

DALTON MUNICIPAL AIRPORT PROJECT ANALYSIS FY 2022			
TASK	NAICS	AMOUNT	PERCENTAGE
Land Acquisition	N/A	\$157,500	58.33%
Site Prep	238910	\$69,750	25.83%
Engineering	541330	\$38,250	14.17%
Survey	541380	\$4,500	1.67%
TOTAL		\$271,250	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in market area by County/ NAICS Code of Work to be Performed}}{\text{Total Firms in the market area by County/NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

The normal market area was based on an assessment of bidders from recent projects. Recent bidders came from the following counties Bartow, Cobb, Cherokee and Forsyth. It was agreed that in addition to those counties, the county the airport is located in as well as the surrounding counties should be included in the market area. Those aforementioned counties are as follows: Whitfield, Catoosa, Murray, Gordon, and Walker counties in Georgia. A search was initiated within Georgia for an appropriate DBE Directory. The Small Business Administration and the Chamber of Commerce were contacted and it was agreed that the most comprehensive directory for DBE firms in Georgia was the DBE Directory that was established by the Georgia Department of Transportation. This directory contains DBE firms that are certified in accordance with 49 CFR Part 26. The list was further refined by identifying firms that could participate in the project by their appropriate NAICSS. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau’s City Business Pattern (CBCBP) and the identification of the NAICSS that were the same as those identified from the Directory. With these figures in hand we compute our Base Figure using the following mathematics:

$$\frac{\text{Base Figure}}{\text{Figure}} = .5833 \left(\frac{N / A}{N / A} \right) + .2583 \left(\frac{GNAICS238910}{NAICS238910} \right) + .1417 \left(\frac{GNAICS541330}{NAICS541330} \right) + .0167 \left(\frac{GNAICS541370}{NAICS541370} \right)$$

GNAICS- Georgia DBE Directory NAICS/Counties
 NAICS – Census Bureau’s City Business Pattern (CBCBP) Data Base

$$\frac{Base}{Figure} = .5833 \left(\frac{0}{0} \right) + .2583 \left(\frac{9}{173} \right) + .1417 \left(\frac{21}{406} \right) + .0167 \left(\frac{3}{59} \right)$$

$$\frac{Base}{Figure} = .0000 + .0134 + .0073 + .0008$$

$$\frac{Base}{Figure} = 2.15\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions that have occurred at the Dalton Municipal Airport. The City has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be utilized to determine if an adjustment to our Base Figure is warranted. It was felt that a sampling of like type projects that have taken place in Georgia would be appropriate for use in determining if an adjustment was required to the Base Figure. To this end, we investigated three airports with like type projects. Listed below are the projects that were included for analysis. As you will note, each of these projects is of a similar nature as the project that is being anticipated in the 2022 time frame at the Dalton Municipal Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2019	Carrolton	Obstruction Removal	8.65%
2018	Dalton	Rehabilitate Apron	8.55%*
2006	Savannah	Site Preparation	5.99%
*Median			

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 8.55% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	8.55%
BASE FIGURE	<u>+2.15%</u>
	10.70% ÷ 2 = 5.35%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 5.35%. It was felt that the Base Figure of 2.15% should be adjusted for this variance. The Average Percentage of 5.35% is established as the goal for DBE participation at the Dalton Municipal Airport for FY 2022.

FY 2023

UPDATE OF GOALS - To make the program as useful as possible to the public, the City of Dalton will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required, for approval: Amount of Overall Goal Section, Method Used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious breakout, and Contract Goals. The material on overall goals in the DBE program will be a shorter summary of the material submitted annually, or as required, in the overall goal submission.

AMOUNT OF GOAL -The City of Dalton’s overall goal for FY 2023 is 5.35% of the Federal financial assistance that we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of approximately \$270,000.00; this means that our DBE goal is set at approximately \$14,445.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

METHOD STEP 1: In the development of the DBE goal for the Dalton Municipal Airport the first step was to establish the availability of ready, willing and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2023. The project that is anticipated at the Dalton Municipal Airport consists of Land Acquisition Phase II and Obstruction Removal, with the professional efforts associated with such a project. An analysis of the project indicates that funds will be expended in the following areas:

DALTON MUNICIPAL AIRPORT PROJECT ANALYSIS FY 2023			
TASK	NAICS	AMOUNT	PERCENTAGE
Land Acquisition	N/A	\$157,500	58.33%
Site Prep	238910	\$69,750	25.83%
Engineering	541330	\$38,250	14.17%
Survey	541370	\$4,500	1.67%
TOTAL		\$271,250	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in market area by County/ NAICS Code of Work to be Performed}}{\text{Total Firms in market area by County/NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

The normal market area was based on an assessment of bidders from recent projects. Recent bidders came from the following counties Bartow, Cobb, Cherokee and Forsyth. It was agreed

that in addition to those counties, the City the airport is located in as well as the surrounding counties should be included in the market area. Those aforementioned counties are as follows: Whitfield, Catoosa, Murray, Gordon, and Walker counties in Georgia. A search was initiated within Georgia for an appropriate DBE Directory. The Small Business Administration and the Chamber of Commerce were contacted and it was agreed that the most comprehensive directory for DBE firms in Georgia was the DBE Directory that was established by the Georgia Department of Transportation. This directory contains DBE firms that are certified in accordance with 49 CFR Part 26. The list was further refined by identifying firms that could participate in the project by their appropriate NAICSs. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau’s City Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand we compute our Base Figure using the following mathematics:

$$\frac{Base}{Figure} = \frac{.5833 \left(\frac{N / A}{N / A} \right) + .2583 \left(\frac{GNAICS238910}{NAICS238910} \right) + .1417 \left(\frac{GNAICS541370}{NAICS541370} \right) + .0167 \left(\frac{GNAICS541380}{NAICS541380} \right)}$$

GNAICS- Georgia DBE Directory NAICS/Counties
 NAICS – Census Bureau’s City Business Pattern (CBCBP) Data Base

$$\frac{Base}{Figure} = \frac{.5833 \left(\frac{0}{0} \right) + .2583 \left(\frac{9}{173} \right) + .1417 \left(\frac{21}{406} \right) + .0167 \left(\frac{3}{59} \right)}$$

$$\frac{Base}{Figure} = \frac{.0000 + .0134 + .0073 + .0008}$$

$$\frac{Base}{Figure} = 2.15\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions that have occurred at the Dalton Municipal Airport. The City has considered the suggested options outlined in 49 CFR Part 26 and determined that past performance is the information that will be utilized to determine if an adjustment to our Base Figure is warranted. It was felt that a sampling of like type projects that have taken place in Georgia would be appropriate for use in determining if an adjustment was required to the Base Figure. To this end,

we investigated three airports with like type projects. Listed below are the projects that were included for analysis. As you will note, each of these projects is of a similar nature as the project that is being anticipated in the 2023 time frame at the Dalton Municipal Airport:

PREVIOUS FAA PROJECTS			
YEAR	LOCATION	PROJECT TYPE	% OF DBE PARTICIPATION
2019	Carrolton	Obstruction Removal	8.65%
2018	Dalton	Rehabilitate Apron	8.55%*
2006	Savannah	Site Preparation	5.99%
*Median			

The next step was to determine if any adjustment might be needed to the Base Figure. It was determined that the Median of the three projects was 8.55% and it was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

MEDIAN PERCENTAGE	8.55%
BASE FIGURE	<u>+2.15%</u>
	10.70% ÷ 2 = 5.35%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Median Percentage to establish a final percentage. The result of this was 5.35%. It was felt that the Base Figure of 2.15% should be adjusted for this variance. The Average Percentage of 5.35% is established as the goal for DBE participation at the Dalton Municipal Airport for FY 2023.

Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.

26.51(b) (1-9)

Sponsor will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
4. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
5. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

RACE CONSCIOUS AND RACE NEUTRAL GOALS: Each time the Sponsor submits an overall goal for review by the FAA, the Sponsor will also submit a projection of the portion of the goal that is expected to be met through race-neutral means and the basis for that projection. This projection is subject to approval by the FAA, in conjunction with its review of the Sponsor’s overall goal. The Sponsor will establish contract goals to meet any portion of an overall goal when the Sponsor does not project being able to meet goals using race-neutral means.

FY 2021

We estimate that, in meeting our overall goal of 5.34%, we will obtain 5.34% of the goal from race-conscious participation and 0.00% via race-neutral participation measures. This goal based on the history of DBE participation in prior projects and the availability of current DBE contractors.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 (see page 28) of the Previous FAA Projects. The Median is a negative number, therefore 0.00% is established as the race-neutral goal for FY 2021. The following is the data base upon which the level of variance was computed using the “Previous FAA Projects” information:

PROJECT DBE GOAL VARIANCE DALTON MUNICIPAL AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2019	Carrolton	11.93%	8.65%	-3.28%
2018	Dalton	8.17%	8.55%	0.38%
2006	Savannah	9.00	5.99%	-3.01%*
MEDIAN *				

2022

We estimate that, in meeting our overall goal of 5.35%, we will obtain 5.35% of the goal from race-conscious participation and 0.00% via race-neutral participation measures. This goal based on the history of DBE participation in prior projects and the availability of current DBE contractors.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 (see page 30) of the Previous FAA Projects. The Median is a negative number, therefore 0.00% is established as the race-neutral goal for FY 2022. The following is the data base upon which the level of variance was computed using the “Previous FAA Projects” information:

PROJECT DBE GOAL VARIANCE DALTON MUNICIPAL AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2019	Carrolton	11.93%	8.65%	-3.28%
2018	Dalton	8.17%	8.55%	0.38%
2006	Savannah	9.00	5.99%	-3.01%*
MEDIAN *				

2023

We estimate that, in meeting our overall goal of 5.35%, we will obtain 5.35% of the goal from race-conscious participation and 0.00% via race-neutral participation measures. This goal based on the history of DBE participation in prior projects and the availability of current DBE contractors.

This breakout was established by computing the median of the variance of the level of DBE participation vs. DBE goal on the three projects considered in Step 2 (see page 33) of the Previous FAA Projects. The Median is a negative number, therefore 0.00% is established as the race-neutral goal for FY 2023. The following is the data base upon which the level of variance was computed using the “Previous FAA Projects” information:

PROJECT DBE GOAL VARIANCE DALTON MUNICIPAL AIRPORT LIKE TYPE FAA PROJECTS				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2019	Carrolton	11.93%	8.65%	-3.28%
2018	Dalton	8.17%	8.55%	0.38%
2006	Savannah	9.00	5.99%	-3.01%*
MEDIAN *				

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

In establishing the overall goal, the Sponsor provided for consultation and publication. This included consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor’s efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process. Consultation discussions were held with the following agencies and persons on September 18, 2020 at approximately 10:00 am EST, with no comments received:

DALTON MUNICIPAL AIRPORT AGENCIES/PERSONS CONSULTED WITH	
Agency/Organization	Discussion/Information
Dalton Municipal Airport Andrew Wiersma	Availabilities of DBEs, Directories, small and DBE contracting experience in the local market
Taffy Pippin Consulting, LLC Ms. Taffy Pippin, Consultant	Availabilities of DBEs, Directories, small and DBE contracting experience in the local market
Croy Engineering Katie Eleam, CM	Availabilities of DBEs, Directories, small and DBE contracting experience in the local market
Taffy Pippin Consulting, LLC Mr. Clayton Pippin, Planner	Availabilities of DBEs, Directories, small and DBE contracting experience in the local market

LEGAL NOTICE
PUBLIC NOTICE
CITY OF DALTON
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION IN FEDERALLY FUNDED
AIRPORT IMPROVEMENT PROJECTS

The City of Dalton, Dalton, Georgia, hereby gives public notice, that for 30 days from the date of this advertisement, it and the Federal Aviation Administration will receive written public comments, pertaining to the development of Disadvantaged Business Goals for Federal Aviation Administration sponsored projects, at the Dalton Municipal Airport for FY 2021- FY 2023. The DBE goal required for FY 2021 is 5.34%, the DBE goal for FY 2022 is 5.35 %, the DBE goal for FY 2023 is 5.35%. The Three Year DBE goal is 5.35%. This goal was established in accordance with 49 CFR Part 26. The methodology by which this goal was established is available for review at the Office of the Airport Manager, City of Dalton ANDREW WIERSMA, 4483 AIRPORT ROAD DALTON, GA 30721, Monday through Friday, from 8:00 AM until 5:00 PM. Written comments may be forwarded to the addresses cited below.

ANDREW WIERSMA
PO BOX 1205
DALTON, GA 30721
Phone (706) 260-0535
awiersma@daltonga.gov

AND

Mr. Thomas Knox
FAA Western-Pacific Regional
Office of Civil Rights
777 S Aviation Blvd. # 150
El Segundo, CA 90245
Thomas.Knox@FAA.Gov

Contract Goals

The Sponsor will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The Sponsor will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

The Sponsor will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

Forms 1 and 2 should be provided as part of the solicitation documents.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____
(Signature)

Date: _____

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

The Sponsor will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that the DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. The Sponsor may also use Georgia Statutes, prosecution for fraud in a government contract, and refer such matters to the proper audit authority, the District Attorney, or the Attorney General of the State of Georgia for enforcement of any and all applicable laws, both civil and criminal, of the State of Georgia.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- (1) The use of liquidated damages for failing to utilize the DBE or replacing the DBE with another.
- (2) The inclusion as part of a current package a contractor's statement indicating commitment to the DBE program and steps they have taken to utilize them in prior contracts as well as the current contract.
- (3) The use of federal debarment (48CFR Section 9.402(b)).
- (4) Actions outlined in "Georgia State Code".
- (5) Other legal mechanisms as necessary.

ATTACHMENT 8

DBE Certification Application Form

Web link:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/new-dbe-uniform-certification-application>

ATTACHMENT 9

State's UCP Agreement

STATE OF GEORGIA UNIFIED CERTIFICATION

The State of Georgia Unified Certification Program (GUCP) is established in accordance with regulations of the U. S. Department of Transportation (USDOT), 49 Code of Federal Regulation (CFR) Part 26.81. The State of Georgia Unified Certification Program Recipients receive federal financial assistance from the U. S. Department of Transportation (USDOT), and as a condition of receiving this assistance, the GDOT has signed an assurance that it will comply with 49 CFR Part 26.

The Georgia Unified Certification Program shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any State of Georgia assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Unified Certification Program shall take all necessary and reasonable steps to ensure nondiscrimination.

PROCESS UTILIZED IN DEVELOPMENT OF UCP

The Georgia Federal Transportation Aid Recipients discussed the requirements for developing a unified certification process. There were two meetings held to assist in the facilitation of the process. The first meeting was hosted by FHWA/ Southern Resource Center on March 21-22, 2001; all Southern States were invited to attend. The second meeting was held on October 24, 2001.

The meeting was hosted by the Georgia Department of Transportation for all of the Georgia Federal Aid Recipients. Each agency discussed their perceptions, minimum requirements, limitations, and the process for eventual program approval. All participants were encouraged to bring ideas, input and cooperation to the discussion.

During the development of the UCP process, there were many issues identified that had to be discussed in order to provide enough information to create the agreement while meeting the legal, and Federal requirements of individual agencies. Those issues included:

- Funding of the UCP
- Cost to Agencies
- Ratification Process Certification by Specialty
- Reciprocity with Other States or Agency Industry Familiarity
- Rules & Procedures in Geography
- Compliance with CFR Challenge
- Data Tracking Goals
- Quality Assurance Sub-Recipient Partners
- Hold Harmless Clause
- Appealing Process
- Cost of Certification
- Grand-Fathering Currently Certified Firms
- De-Certification and Denial Appeal Procedures
- UCP Effect on Individual Agency DBE's

It was agreed that the single agency approach would work best for the State of Georgia. It was discussed, decided and accepted that the Georgia Department of Transportation would become the lead agency for the Unified Certification Program, with assistance from the Metropolitan Atlanta Rapid Transit Authority (MARTA).

The Georgia Department of Transportation (GDOT) and the Metropolitan Rapid Transit Agency (MARTA) recipients agreed to develop the Memorandum of Understanding (MOU) and procedures for the program. Several sub-recipients agreed to participate in the process as deemed necessary by the lead agency to begin the task of developing the State of Georgia UCP.

The cooperation and efforts between the Georgia Department of Transportation and MARTA was vital in the development of the State of Georgia UCP that all agencies could endorse. From the beginning, the Georgia Department of Transportation worked to ensure that the participants were actively involved in GUCP's common goals. All recipients were given an opportunity to review the UCP Memorandum of Understanding prior to the final draft of the UCP agreement being sent to their respective jurisdiction for signature.

The Memorandum of Understanding included required clauses for the various agencies, including a hold harmless clause.

PARTICIPATING UCP ENTITIES: The need for assistance and cooperation from the participating members FAA, FTA, FHWA and DOT and all sub-recipients is vital to the unified process. This assistance was needed in the development and implementation of the UCP agreement.

Unified Certification Program Participants

- ALBANY TRANSIT
- ALMA-BACON COUNTY AIRPORT
- AMERICUS AIRPORT
- ATHENS/BEN EFPS AIRPORT
- ATHENS-CLARKE COUNTY PUBLIC TRANSIT SYSTEM
- ATLANTA PUB SCH OFFICE OF CONTRACT COMP
- ATLANTA REGIONAL COMMISSION
- AUGUSTA PUBLIC TRANSIT
- AUGUSTA REGIONAL AIRPORT (BUSI FIELD AIRPORT)
- BARWICK-LAFAYETTE AIRPORT
- BERRIEN COUNTY AIRPORT
- BLAIRSVILLE AIRPORT
- BRANTLEY COUNTY AIRPORT
- BROOKS COUNTY AIRPORT
- BURKE COUNTY AIRPORT
- BUTLER MUNICIPAL AIRPORT
- C.F. SAVAGE AIRPORT
- CAIRO-GRADY COUNTY AIRPORT
- CALLAWAY AIRPORT
- CALLAWAY GARDENS-HARRIS COUNTY AIRPORT
- CAMILLA AIRPORT
- CARTERSVILLE AIRPORT
- CHATHAM AREA TRANSIT AUTHORITY
- CHATHAM-SAVANNAH MFC
- CHEROKEE COUNTY AIRPORT
- CITY OF ATLANTA
- CLAXTON-EVANS COUNTY AIRPORT
- CLAYTON COUNTY AIRPORT - TARA FIELD

- CLAYTON COUNTY GOVERNMENT
- COBB COUNTY GOVERNMENT
- COCHRAN MUNICIPAL AIRPORT
- COLUMBUS CONSOLIDATED GOVERNMENT
- COLUMBUS METROPOLITAN AIRPORT
- COOK COUNTY AIRPORT
- CORDELE FLYING SERVICE
- COVINGTON AIRPORT
- DALTON AIRPORT
- DANIEL FIELD
- DAVIS FIELD AIRPORT
- DAWSON MUNICIPAL AIRPORT
- DECATUR COUNTY INDUSTRIAL AIRPARK
- DEKALB COUNTY GOVERNMENT
- DEKALB PEACHTREE AIRPORT
- DONALDSONVILLE MUNICIPAL AIRPORT
- DOUGLAS COUNTY RIDESHARE
- DOUGLAS MUNICIPAL AIRPORT
- EARLY COUNTY AIRPORT
- ELBERT COUNTY - PATZ FIELD
- ENVIRONMENTAL PROTECTION AGENCY REGION VI
- FEDERAL AVIATION ADMINISTRATION
- FITZGERALD MUNICIPAL AIRPORT
- FRANKLIN COUNTY AIRPORT
- FULTON COUNTY GOVERNMENT
- GAINESVILLE MUNICIPAL AIRPORT
- GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES/ GOVERNORS SMALL BUSINESS CT.
- GEORGIA REGIONAL TRANSPORTATION AUTHORITY
- GILMER COUNTY AIRPORT
- GLYNNO JETPORT
- GREENE COUNTY REGIONAL AIRPORT
- GRIFFIN-SPALDING COUNTY AIRPORT
- GWINNETT COUNTY AIRPORT - BRUSCOE FIELD
- GWINNETT COUNTY GOVERNMENT
- HABERSHAM COUNTY AIRPORT
- HAWKINSVILLE-PULASKI COUNTY AIRPORT
- HAZELHURST AIRPORT

ATTACHMENT 10

Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, The Sponsor seeks to implement a small business element into its current DBE policy in accordance with applicable law. The Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The Sponsor is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Sponsor will meet its objectives using a combination of the following methods and strategies:

1. Set asides:

Where feasible, The Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This determination will be made based on the estimated availability of small businesses able to provide the requisite scopes of work regardless of DBE status. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and DBELO will document why a small business set-aside is inappropriate and the factors which were considered in making that determination, including project scope and estimated availability of firms.

2. Unbundling:

The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses. The Sponsor will assist prime contractors or prime consultants in identifying portions of work which may be unbundled and performed by small businesses. The Sponsor will document the factors used to determine whether or not an FAA-assisted contract will be unbundled or bid separately.

As described above, The Sponsor where feasible, may utilize several methods to facilitate small business participation. In each FAA-assisted contract, the DBELO will document the method in which the small business element will be implemented (i.e. set-aside, unbundling and/or outreach) and the process by which those methods were considered.

B. Definitions

1. Small Business:

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is \$1.32 million.
- Whose average annual gross receipts, as defined by SBA regulations over the firm's previous three fiscal years is less than \$23.98 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Georgia Department of Transportation (GDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the Sponsor's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

C. Certification and Verification Procedures

The Sponsor will accept the following certifications for participation in the small business element of The Sponsor's DBE Program with applicable stipulations:

1. GDOT DBE Certification – DBE Certification by the GDOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by GDOT.
2. GDOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and page 2 of the GDOT DBE Certification application after contract award.

3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124)
- will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

D. Monitoring/Record Keeping

As part of the reporting process, prime contractors will maintain records and documents of payments to small businesses for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any small business subcontractor.

E. Assurances

The Sponsor makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-19-20

Agenda Item: Cancellation of Warranty Deed to Secure Debt from Alean Watson and Adel Watson Tibbs

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This is a request to Cancel a Warranty Deed To Secure Debt from Alean Watson and Adel Watson Tibbs to the Department of Community Development of the City of Dalton dated March 9, 1989 and recorded on July 26, 1989 in Deed Book 2077, page(s) 032-035, within office of Clerk of Superior Court of Whitfield County, Georgia; having been satisfied in full.

**CITY OF DALTON
RESOLUTION
Resolution No. 20-19**

**RESOLUTION AUTHORIZING THE CANCELLATION OF DEPARMTNET OF
COMMUNITY DEVELOPMENT SECURITY DEED AS TO OWNERS ALEAN WATSON
AND ADEL WATSON TIBBS FOR PROPERTY KNOWN AS 1126 RICHARDS STREET**

WHEREAS, the City of Dalton previously operated the Department of Community Development to provide a source of financing for economic development and housing rehabilitation for properties within the City of Dalton; and

WHEREAS, the City of Dalton, acting through its Department of Community Development, provided funding to Alean Watson and Adel Watson Tibbs on or about March 9, 1989 for the purchase or rehabilitation of the property known as 1126 Richards Street upon the condition that the owners maintain said property as their legal residence for a period of five years to obtain forgiveness of said loan; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that the owners have fully satisfied the conditions for loan forgiveness; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

THAT THE CITY hereby declares that the conditions for forgiveness of the loan secured by the Warranty Deed To Secure Debt from Alean Watson and Adel Watson Tibbs to the City of Dalton Department of Community Development recorded in the office of the Clerk of the Superior Court of Whitfield County, Georgia at Deed Book 2077, Page have been fully satisfied.

BE IT FURTHER RESOLVED, the Mayor and Council hereby direct and authorize the City Attorney to execute a Cancellation of the above-referenced

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and the filing of the Dedication Of Public Right Of Way Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

After Recording,
Please Return to:

G. Gargandi Vaughn
City Attorney
City Hall
300 West Waugh Street
Dalton, GA 30720

Clerk, please cross reference:
Deed Book 2077, Page(s) 032-035
Whitfield County, GA Deed records

CANCELLATION OF SECURITY DEED

(Warranty Deed To Secure Debt)

**STATE OF GEORGIA
COUNTY OF WHITFIELD**

The indebtedness referred to in that certain **Warranty Deed To Secure Debt** from Alean Watson and Adel Watson Tibbs to the Department of Community Development of the City of Dalton dated March 9, 1989 and recorded on July 26, 1989 in **Deed Book 2077, page(s) 032-035**, within office of Clerk of Superior Court of Whitfield County, Georgia; having been satisfied in full and the undersigned being the City Attorney representing the present owner of such lien, the Clerk of said Superior Court is authorized and directed to cancel that lien of record as provided in Code Section 44-14-3 of the OCGA.

In witness whereof, the undersigned has set his hand and seal, this _____ day of _____, 2020.

**CITY OF DALTON
Department of Community Development**

By: _____ (Seal)
G. Gargandi Vaughn, City Attorney

Witness

Notary Public

**CITY OF DALTON
AFFIDAVIT OF OWNERSHIP**

Personally appeared before the undersigned officer duly authorized to administer and attest to oaths, who after being duly sworn, deposes and states upon his/her oath the following:

1. My name is Jerome Watson (full name).
2. I am a resident of Whitfield Co County.
3. I am 70 years of age.
4. I am laboring under no disability and otherwise competent and able to make and give this Affidavit based upon my personal knowledge.
5. I acknowledge that the purpose of filing this Affidavit with the Mayor And Council of the City of Dalton is to provide evidence and confirmation of residency of Alean Watson and Adel Watson Tibbs.
6. I personally know Alean Watson and Adel Watson Tibbs and have known him/her for 70 (# of years) and know him/her because _____
(why know and how know - relative, friend, neighbor, etc.).
7. I state that Alean Watson and Adel Watson Tibbs continued to reside at and maintain their legal residence of 1126 Richards Drive in the City of Dalton from the time of execution of that certain Warranty Deed To Secure Debt from Alean Watson and Adel Watson Tibbs to the Department of Community Development of the City of Dalton dated March 9, 1989 and recorded on July 26, 1989 in Deed Book 2077, page(s) 032-035, within office of Clerk of Superior Court of Whitfield County, Georgia and for a period of five years or more thereafter.
8. This Affidavit is given subject to the penalties of perjury and false swearing as provided by O.C.G.A. §16-10-71.
9. Further deponent sayeth not.

Jerome Watson
Signature

315 Sage Way
Address

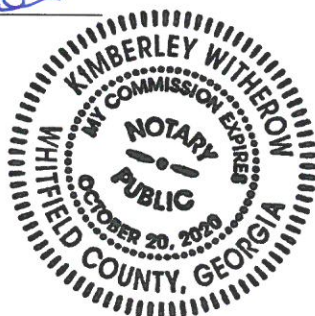
Jerome Watson
Print name

Dalton Ga 30721
City, State & zip code

Sworn to and subscribed before me this
16th day of October, 2020

706-260-6695
Telephone number

Kimberley Witherow
NOTARY PUBLIC
My commission expires:



J & J Title Company, LLC
Title Report

C. Security deeds and other liens of record (requirements):

1. Security Deed from Alean Watson and Adel Watson Tibbs to **The City of Dalton** in the amount of **\$25,297.00**, dated 3/9/1989, filed 7/26/1989 in Deed Book 2077, Page 32, Whitfield County, Georgia records. *No release
2. Security Deed from Alean Watson and Adel Watson to The Pool Depot of Georgia in the amount of \$9,319.25, dated 6/16/2000, filed 10/5/2000 in Deed Book 3337, Page 37, Whitfield County, Georgia records.

NOTE: Adel Tibbs and John Suttles was checked for liens.

D. Title issues and miscellaneous notes (objections to title):

1. No Probate found of record for Alean Watson or Adel Watson.
2. Recommend new survey to confirm ingress/egress and metes and bounds legal description. After reviewing tax map it looks like ingress/egress is over and through neighboring parcel. Also there appears to be a piece taken out of the south eastern corner of property which is not reflected in the current legal. Please verify.
3. 2 older plats requested from examiner and will follow this report. See PB C-1307 attached for review.

E. Restrictions, easements, etc. (exceptions):

1. Taxes and special assessments for the year 2020 and all subsequent years, as well as the lien for any additional taxes for prior years due to reassessments or rebilling.

NOTE: 2019 Whitfield County property taxes were paid on 12/16/2019 in the amount of \$83.16 for Parcel ID # 12-240-13-010.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-240-13-010
Realkey 22376
Property Record Card [Click Here](#)
GIS Map [Map](#)
Owner Name WATSON ALLENE & ADEL
Owner Address 1126 RICHARDS ST
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude
Longitude

Property Information

Class Residential
Strata Lot
Tax District City of Dalton
Neighborhood DE2
Legal Description 1101 RICHARDS ST
Total Acres 0.32
Zoning See GIS Map
GMD\Map Number 83
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments: ADDRESS CHANGED PER POST OFFICE

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1126
Parcel Street Extension
Parcel Street Direction
Parcel Street Name RICHARDS
Parcel Street Units
Parcel Street Type ST

Current Fair Market Value Information

Previous 73593
Current 73593
Land 14750
Residential Improvement 58843
Commercial Improvement
Accessory Improvement
Conservation Use Value

Historical Fair Market Value Information

2018 73593
2017 73593
2016 60937

Exemption Information

Homestead S4-7
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

[GIS Quickmap](#)

8:30
P. L. Pickell

STATE OF GEORGIA,
WHITFIELD COUNTY.

WARRANTY DEED TO SECURE DEBT

THIS INDENTURE, made this 9th day of March, 1989, between ALEAN WATSON and ADEL WATSON TIBBS, formerly Adel Watson, each of the County of Whitfield and State of Georgia, hereafter called "Grantor", and THE CITY OF DALTON, ACTING THROUGH ITS DEPARTMENT OF COMMUNITY DEVELOPMENT, of the County of Whitfield and State of Georgia, hereafter called "Grantee":

WITNESSETH: That Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, grants and conveys unto Grantee and to the heirs, executors, administrators, successors and assigns of the Grantee, the following described property (the "Property"), to-wit:

All that tract or parcel of land lying and being in Land Lot No. 240 in the 12th District and 3rd Section of Whitfield County, Georgia, fronting 70 feet on the east end of Richards Street and running back east a like width 200 feet. Said tract consisting of parts of Lots Nos. 73 through 80 of the J. E. Cooper Subdivision, as shown by plat of record in Deed Book 9, page 48, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, together with a portion of unopened Eighth Avenue and unopened Richards Street as shown on said plat, and being the same property conveyed to Alean Watson and Adel Watson, by deed of record in Deed Book 70, page 340, Whitfield County Deed Records.

TO HAVE AND TO HOLD said Property unto the Grantee and the heirs, administrators, executors, successors and assigns of the Grantee forever, in FEE SIMPLE, together with all of the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the Property, and all replacements and additions to any of the foregoing. All of the foregoing are hereinafter referred to as the Premises.

GRANTOR WARRANTS AND COVENANTS that Grantor is lawfully seized and possessed of the Premises, that Grantor has good and marketable fee simple title to the Premises and has the right to convey the Premises unto the Grantee, and that Grantor does warrant and will forever defend the Premises against the claims and demands of all persons whomsoever, and that Grantor will maintain and preserve such title so long as Grantor is indebted to Grantee under any indebtedness or obligation secured hereby.

THIS CONVEYANCE IS MADE TO SECURE A LOAN of \$25,297.00 made to said Grantor by said Grantee and is intended to operate as provided by the laws of Georgia for sale of property to secure debts and to pass the title of said Premises unto said Grantee, and to secure any renewal or renewals of said loan whether in whole or in part, and when said loan is fully paid, the deed is to be cancelled as provided by law in such cases. The debt hereby secured is described as follows:

Grantor all rights and equity that Grantor may have in said property, and vesting the same in the purchaser, and said Grantee or assigns are hereby authorized to bid and to buy at said public sale. The proceeds of said sale are to be applied first to payment of the expenses of sale, including attorney's fees, then to the principal of and interest on the indebtedness secured hereby, in such order of application as the Grantee shall determine, with the balance, if any, paid to said Grantor or as otherwise provided by law. Said Grantee and the heirs, administrators, executors, successors and assigns of the Grantee, are authorized to proceed summarily to put the purchaser in possession of said Premises, said Grantor agreeing to surrender the same without let or hindrance of any kind. Failing, however, to so surrender, it is hereby agreed that the relation of landlord and tenant shall immediately arise and attach, and Grantor hereby agrees to pay to Grantee a reasonable rental for said premises during said retention, which tenancy shall be by sufferance only and Grantee is hereby authorized, after demand for possession and refusal, to immediately proceed by eviction process to evict Grantor from said Premises by summary remedy provided for landlords as against tenants holding over. But the foregoing powers for realizing on this security are cumulative only of the remedies to which said Grantee is entitled under the laws of Georgia.

Time is of the essence of this contract.

Grantor hereby covenants that Fee Simple title to said property is vested in Grantor and that there are no liens of any nature against Grantor or said Premises, and that Grantor is in absolute possession of said Premises.

IN WITNESS WHEREOF, the Grantor, has executed, sealed and delivered this Deed to Secure Debt on the day and year first above written.

Alean Watson (L.S.)
ALEAN WATSON

Adel Tibbs (L.S.)
ADEL WATSON TIBBS,
formerly Adel Watson

FILED & RECORDED 8:30
TIME: _____
DATE: 7-26-87
BOOK PAGE 33-
Becky Nelson, C.S.C. 35
WHITFIELD COUNTY, GA.

Signed, sealed and delivered
in the presence of:

M. J. Lewis
Witness

Delores J. Miller
Notary Public

MY COMMISSION EXPIRES:
Notary Public, Whitfield County, Georgia
My Commission Expires Dec. 9, 1991

(NOTARIAL SEAL)

FILED & RECORDED
TIME: 8:30
DATE: 10-5-00
DEED BOOK: 3337
PAGE: 37

BETTY NELSON, C.S.C.
WHITFIELD COUNTY, GA

8:30
Sewell
12/18

Instrument Prepared by Trisha Smith, Wells Fargo Financial Retail Credit, Inc., 219 8th Street, Des Moines, IA 50309
(Branch Address)

DEED TO SECURE DEBT

GEORGIA, Whitfield COUNTY.
This indenture, made this 16th day of June, 2000, between Alean and Adel Watson 1101 Richard Street, Dalton, GA 30720, of Whitfield County, State of Georgia, hereinafter called Grantors, and The Pool Depot of Georgia 120 Int N Pkwy E #426, Atlanta GA, hereinafter called Grantee,

Witnesseth: Grantors are indebted to Grantee on account of a Retail Instalment Contract in the amount of \$ 9,319.25, payable to the order of Grantee. The first payment date on said Retail Instalment Contract is September 7, 2000, and the last payment date on said Retail Instalment Contract is August 7, 2015.

As security for payment of said indebtedness Grantors hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, the following described real property in Whitfield County, Georgia, to-wit:

Fronting Seventy (70) feet on the East end of Richards Street in Land Lot 240, 12th District and 3rd Section of Whitfield County, Georgia, and running back East 200 feet a like width, being in what was known as the E. W. Richards Subdivision.

GEORGIA TAX PAID
28.50
2000
TAX COM. W. WHITFIELD CO., GA

Parcel # 12-240-13-010
To Have and To Hold the same forever in fee simple.
The Grantors warrant and will forever defend the right and title of the above-described property unto the Grantee against the lawful claims of all persons whomsoever.

This instrument is a deed passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage; and is made and intended to secure the payment of the above-described indebtedness, together with any and all other indebtedness now owing or which may hereafter be owing by the Grantors to the Grantee, however incurred.

In case this debt is not paid promptly when due, Grantors authorize Grantee, its successors or assigns, at option, to sell the above-described real property at public outcry before the court house door in the above-named county, to the highest bidder for cash to pay said debt, after advertising the time, place and terms of sale in a newspaper of general circulation in said county once a week for four weeks. And Grantee, its successors or assigns, may make to the purchaser title in fee simple to the above-described real property; and Grantee or assigns are hereby authorized to bid and buy at said public sale. The proceeds of said sale are to be applied first to the payment of said debt, and the remainder, if any, paid to Grantors; Grantors agreeing to sale, said Grantors shall then be tenants holding over, and shall forthwith deliver possession to Grantee, or be summarily dispossessed according to law as tenants holding over and subject to the liabilities thereof. But the foregoing powers for realizing on this security are cumulative only.

Grantors hereby covenant that fee simple title to said real property is vested in them, and that there are no liens of any nature against them, which do not appear of record. Whenever the context so requires, plural words shall be construed in the singular.

IN WITNESS WHEREOF on this 16th day of June, 2000,
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
William J. Wilks, Jr. (L.S.)
Allean Watson (L.S.)
Adel Tibbs (L.S.)
WITNESS
Minnie R. Marsh

NOTARY PUBLIC, WHITFIELD COUNTY, GEORGIA
Notary Public, Whitfield County, Georgia
My Commission Expires March 12, 2002

TRANSFER AND ASSIGNMENT

GEORGIA, Cobb COUNTY.
For value received, the undersigned hereby transfers, assigns and conveys unto Wells Fargo Financial Retail Credit, Inc., all right, title, interest, powers and options in, to and under the within security deed from Alean and Adel Watson N/K/A Adel Watson Tibbs to The Pool Depot of Georgia, as well as to the land described herein and the indebtedness secured hereby.

IN WITNESS WHEREOF on this 13th day of September, 2000,
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
Frank Lee (L.S.)
Frank Lee for The Pool Depot of Georgia (L.S.)
WITNESS
Shirley W. Lane

NOTARY PUBLIC, _____ COUNTY, GEORGIA

CANCELLATION

GEORGIA, _____ COUNTY.
The debt hereby secured having been paid, this deed is hereby cancelled and fully satisfied. The Clerk of the Superior Court is authorized and directed to mark this Cancellation, which is filed under a previously recorded Power of Attorney, of record.

Witness my hand and seal this _____ day of _____, _____
WITNESS _____
By _____ (L.S.)
NOTARY PUBLIC, _____ COUNTY, GEORGIA
ATTORNEY IN FACT



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	10/19/2020
Agenda Item:	Resolution Accepting Donation of Real Property from Intermark USA, Inc. & Hammer Properties of Dalton, LLC and Dedication of Public Right-of-Way of Street Known as Candlewick Court
Department:	Public Works Department
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	N/A
Funding Source if Not in Budget	N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Developer Bryan Spence is pursuing a seven (7) tract residential subdivision between Chenille Drive and Waters Street (unopened) and also adjacent to Chattanooga Ave (see attached plat).

Public Works has reviewed this proposed development and from a traffic safety standpoint requires that access to these proposed residential lots be from the alley along the east side of the property instead of the collector street Chattanooga Ave.

The existing alley has never been dedicated to the City, so Public Works requested a 15'-wide alley dedication to facilitate access to the proposed lots.

The alley will also be renamed Candlewick Court.

See attached right of way deed.

**CITY OF DALTON
RESOLUTION
Resolution No. 20-20**

**RESOLUTION ACCEPTING DONATION OF REAL PROPERTY
AND DEDICATION OF PUBLIC RIGHT-OF-WAY OF STREET KNOWN AS
CANDLEWICK COURT FOR EXPANSION OF ALLEY BY THE OWNERS
INTERMARK USA, INC. AND HAMMER PROPERTIES OF DALTON, LLC**

WHEREAS, Georgia Code O.C.G.A. §36-37-2 authorizes the City of Dalton to accept donations of real property; and

WHEREAS, INTERMARK USA, INC., a Georgia domestic corporation, and HAMMER PROPERTIES OF DALTON, LLC, a Georgia limited liability company, (Owners) have offered to donate to the City a parcel or tract of real property located within the city limits of the City of Dalton and to dedicate said real property as public right-of-way for the expansion of a city alley/street; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to accept the donation of said real property and to dedicate said real property as public right-of-way; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

THAT THE CITY hereby accepts the donation by INTERMARK USA, INC. and HAMMER PROPERTIES OF DALTON, LLC of the real property located within the City and more particularly described as follows:

TRACT 9

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

BEGINNING at a mag nail and disk located on the southerly right of way of Chenille Drive (having a 50-foot right of way); said point being located North 68 degrees 53 minutes 24 seconds East a distance of 159.63 feet from a 5/8-inch capped rebar located at the intersection of said right of way with the eastern right of way of Chattanooga Avenue (having an 80-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East a distance of 15.20 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 205.06 feet to a mag nail and disk; thence South 74 degrees 02 minutes 29 seconds West a distance of 15.04 feet to a 5/8-inch capped rebar; thence North 11 degrees 42 minutes 14 seconds West a distance of 203.69 feet to the POINT OF BEGINNING.

TRACT 10

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at a 5/8-inch rebar located at the intersection of the eastern right of way of Chattanooga Avenue (having an 80-foot right of way) with the southern right of way of Chenille Drive (having a 50-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East along said right of way of Chenille Drive a distance of 159.63 feet to a mag nail and disk; thence leaving said right of way of Chenille Drive running South 11 degrees 42 minutes 14 seconds East a distance of 203.69 feet a 5/8-inch capped rebar and the TRUE POINT OF BEGINNING; running thence North 74 degrees 02 minutes 29 seconds East a distance of 15.04 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 650.03 feet to a 2-inch pipe located on the northern right of way of Waters Street (being an unopened 50-foot right of way); thence South 82 degrees 35 minutes 16 seconds West along said right of way of Waters Street a distance of 15.04 feet to a 5/8-inch capped rebar; thence leaving said right of way of Waters Street running North 11 degrees 42 minutes 14 seconds West a distance of 647.79 feet to the POINT OF BEGINNING.

Said right of way hereby conveyed is identified as Tract 9 and Tract 10 and being more particularly described as shown in a survey for Bryan Spence by Christopher Lee Lewis, GRLS No. 3063, by Lewis and Associates Land Surveying, LLC, revised 06/25/19.

BE IT FURTHER RESOLVED, that the acceptance of the subject property is without conditions of its use and said property may be used by and on behalf of the City as permitted by applicable law.

BE IT FURTHER RESOLVED, that property as described herein above is hereby dedicated as public right-of-way for public use and is hereby accepted as a city street of the City of Dalton to be known as “_____.” The Public Works Department is hereby authorized to erect street signage naming said city street as provided herein.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and the filing of the Dedication Of Public Right Of Way Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

After Recording,
Please Return to:

G. Gargandi Vaughn
City Attorney
City Hall
300 West Waugh Street
Dalton, GA 30720

RIGHT OF WAY DEED

STATE OF GEORGIA,
WHITFIELD COUNTY

IN CONSIDERATION of a gift and the benefit to said Property by the construction and maintenance of a road and/or alleyway and other valuable considerations, I/we, INTERMARK USA, INC., a Georgia domestic corporation, and HAMMER PROPERTIES OF DALTON, LLC, a Georgia limited liability company, do hereby transfer and convey by gift unto the CITY OF DALTON, a Georgia municipal corporation, a tract or parcel of land for use as a public roadway which is described as follows:

TRACT 9

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

BEGINNING at a mag nail and disk located on the southerly right of way of Chenille Drive (having a 50-foot right of way); said point being located North 68 degrees 53 minutes 24 seconds East a distance of 159.63 feet from a 5/8-inch capped rebar located at the intersection of said right of way with the eastern right of way of Chattanooga Avenue (having an 80-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East a distance of 15.20 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 205.06 feet to a mag nail and disk; thence South 74 degrees 02 minutes 29 seconds West a distance of 15.04 feet to a 5/8-inch capped rebar; thence North 11 degrees 42 minutes 14 seconds West a distance of 203.69 feet to the POINT OF BEGINNING.

TRACT 10

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 182 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at a 5/8-inch rebar located at the intersection of the eastern right of way of Chattanooga Avenue (having an 80-foot right of way) with the southern right of way of Chenille Drive (having a 50-foot right of way); running thence North 68 degrees 53 minutes 24 seconds East along said right of way of Chenille Drive a distance of 159.63 feet to a mag nail and disk; thence leaving said right of way of Chenille Drive running South 11 degrees 42 minutes 14 seconds East a distance of 203.69 feet a 5/8-inch capped rebar and the TRUE POINT OF BEGINNING; running thence North 74 degrees 02 minutes 29 seconds East a distance of 15.04 feet to a mag nail and disk; thence South 11 degrees 42 minutes 14 seconds East a distance of 650.03 feet to a 2-inch pipe located on the

City of Dalton
Intermark USA, Inc.
Hammer Properties of Dalton, LLC
Right of Way Deed
Page 1 of 3

northern right of way of Waters Street (being an unopened 50-foot right of way); thence South 82 degrees 35 minutes 16 seconds West along said right of way of Waters Street a distance of 15.04 feet to a 5/8-inch capped rebar; thence leaving said right of way of Waters Street running North 11 degrees 42 minutes 14 seconds West a distance of 647.79 feet to the POINT OF BEGINNING.

Said right of way hereby conveyed is identified as Tract 9 and Tract 10 and being more particularly described as shown in a survey for Bryan Spence by Christopher Lee Lewis, GRLS No. 3063, by Lewis and Associates Land Surveying, LLC, revised 06/25/19.

TO HAVE AND TO HOLD said right of way hereinabove conveyed unto said CITY OF DALTON, its successors in office and assigns, in fee simple. Said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor(s) have hereunto set their hands and affixed their seals, this 14 day of October, 2020

INTERMARK USA, INC.

Drennon Crutchfield, Sr.

By: Drennon Crutchfield, Sr., President

Drennon Crutchfield, Jr.

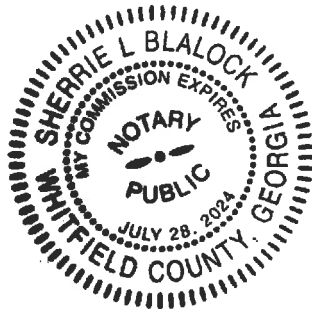
Attest: Secretary (Corporate Seal)

Signed, sealed and delivered this 14 day of October, 2020 in the presence of:

J. Blalock

WITNESS

Sherrie L Blalock
NOTARY PUBLIC



HAMMER PROPERTIES OF DALTON, LLC

Bryan Spence

By: Bryan Spence, Member

Billy Spence

Attest: Secretary

Signed, sealed and delivered this 14 day of October, 2020 in the presence of:

J. Blalock

WITNESS

Sherrie L Blalock
NOTARY PUBLIC



CONSENTED TO AND ACCEPTED BY the City of Dalton, Georgia this _____ day of _____, 20__.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

RESERVED FOR THE CLERK OF SUPERIOR COURT

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1:67,134' AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.

THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS A CLOSURE PRECISION OF 1:153,150.

EQUIPMENT

ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IXT003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.E.M. MAP NO. 13313001386, EFFECTIVE DATE 09/19/2007, UPDATED BY LETTER OF MAP REVISION NO. 09-04-1965P, EFFECTIVE DATE 4/14/2010.

BEASIS OF BEARINGS

BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE REAL TIME GNSS NETWORK OPERATED BY GPS SOLUTIONS, INC.

SOURCE OF TITLE

TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN INTERMARK USA, INC. PER DEED BOOK 2896, PAGE 117.

REFERENCES

1. MAP OF CROWN COTTON MILLS, GROUP-3 BY RALPH D. STOUT DATED AUGUST 1953. (PLAT BOOK 3, PAGE 144)

ZONING INFORMATION

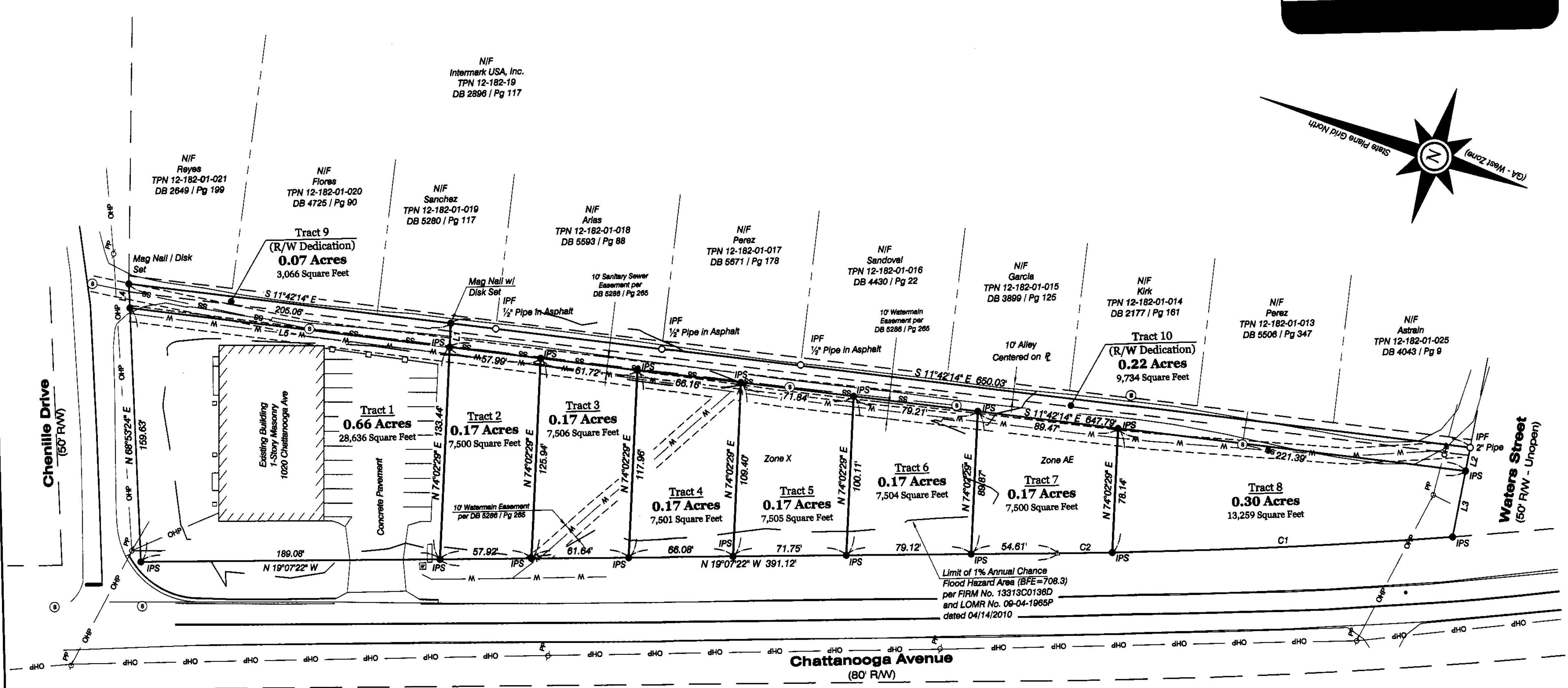
THE SUBJECT PROPERTY IS CURRENTLY ZONED R-3

BUILDING SETBACKS:

FRONT (MAJOR): 40'
FRONT (MINOR): 25'
SIDES: 10'
REAR: 15'

GENERAL NOTES

- THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
- THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
- NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC, NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
- ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
- LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
- CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT.
- CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
- THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
- ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
- THE TERM "CERTIFICATION" AS USED IN RULE "180-6-92(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.



LINE	BEARING	DISTANCE
L1	N 74°02'29" E	15.04'
L2	S 82°35'18" W	15.04'
L3	S 82°35'18" W	42.19'
L4	N 68°53'24" E	115.20'
L5	S 11°42'14" E	203.69'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	215.47'	3777.04'	3°18'07"	N 21°17'03" W	215.44'
C2	34.75'	3777.04'	3°18'07"	N 19°23'11" W	34.75'

Certificate of Accuracy

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA AND THAT MONUMENTS OR PINS HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

Signature
GA REGISTERED LAND SURVEYOR NO. 3063
DATE 7/15/19

AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE OBTAINED FROM THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



CHRISTOPHER L. LEWIS, PLS
GEORGIA RLS #3063
TENNESSEE RLS #2824

Signature
DATE 7/15/19

Certificate of Ownership & Dedication

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS, AND PUBLIC GROUNDS SHOWN HEREON, EXCEPT AS OTHERWISE NOTED. IT IS UNDERSTOOD THAT THIS CERTIFICATE DOES NOT CONSTITUTE THE DEDICATION OF LAND AND IMPROVEMENTS INTENDED TO BE DEDICATED AND THAT (WE) SHALL HAVE PREPARED TO THE SATISFACTION OF LEGAL COUNSEL FOR THE APPROPRIATE PUBLIC AGENCY, SUCH DOCUMENTATION AND MATERIALS AS NECESSARY TO EFFECT SUCH DEDICATION.

Signature
OWNER
DATE 7-16-19

Certificate of Approval for Public Water System

I HEREBY CERTIFY THAT THE PUBLIC WATER SUPPLY AND DISTRIBUTION SYSTEM IN THE SUBDIVISION SHOWN HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED TO MEET THE REQUIREMENTS OF DALTON UTILITIES.

Signature
DATE 7/16/19
Dalton Utilities

Certificate of Approval for Public Wastewater Collection System

I HEREBY CERTIFY THAT THE PUBLIC SEWAGE COLLECTION AND DISPOSAL SYSTEM IN THIS SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTABLE MANNER AND MEET FULLY THE REQUIREMENTS OF DALTON UTILITIES AND ARE HEREBY APPROVED.

Signature
DATE 7/16/19
Dalton Utilities

Certificate of Approval for Fire Protection

I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND ARE HEREBY APPROVED.

Signature
DATE 7/16/19
City of Dalton, GA Fire Chief

Certificate of Approval for Streets & Drainage

I HEREBY CERTIFY THAT THE STREETS AND DRAINAGE IMPROVEMENTS IN THE SUBDIVISION HAVE BEEN INSTALLED (HAVE BEEN SECURED BY SUFFICIENT SURETY TO BE INSTALLED) IN AN ACCEPTED MANNER AND MEET ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON. *Alley to be dedicated to City.*

Signature
DATE 10/07/2020
City of Dalton Public Works

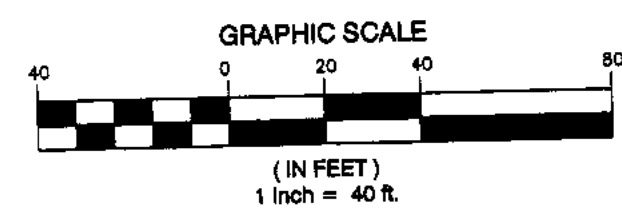
Certificate of Approval for Recording (Minor Subdivision)

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF DALTON, GEORGIA, AND THAT IT HAS BEEN APPROVED BY THE DALTON - WHITFIELD COUNTY PLANNING COMMISSION FOR RECORDING IN THE OFFICE OF SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

SECRETARY DALTON - WHITFIELD COUNTY PLANNING COMMISSION
DATE



Know what's below.
Call before you dig.



SYMBOL	DESCRIPTION
⊙	STORM MANHOLE (STMH)
⊕	SANITARY SEWER MANHOLE
⊖	WATER METER
⊗	FIRE HYDRANT
⊘	WATER VALVE
⊙	UTILITY POLE
⊙	TELEPHONE PEDESTAL
⊙	LIGHT POLE
⊙	IRON PIN FOUND (IPF)
⊙	IRON PIN SET (IPS)
⊙	BUILDING SETBACK LINE
⊙	CENTERLINE
⊙	OVERHEAD POWER LINE
⊙	CHAIN LINK FENCE
⊙	OPEN TOP PIPE
⊙	CRIMPED TOP PIPE
⊙	POINT OF BEGINNING
⊙	DEED BOOK/PAGE
⊙	PLAT BOOK/PAGE
⊙	TAX PARCEL NUMBER

© 2019, LEWIS & ASSOCIATES SURVEYING, LLC

TO BE NOTIFIED OF ACTION
CHRISTOPHER L. LEWIS, PLS
P.O. BOX 2046
DALTON, GA 30722-2046
TEL: 706.278.7518

REVISIONS	REVISION DATE
1	7/1/19

DWG SCALE 1"=40'
SHEET NO. 1/1
PROJ. NO. 19-118

LEWIS & ASSOCIATES
LAND SURVEYING & PLANNING
LAND SURVEYING & PLANNING
P.O. BOX 2046
DALTON, GA 30722
(706) 278-7518 • (706) 278-4513
INFO@LEWISLANDSURVEYING.COM
WWW.LEWISLANDSURVEYING.COM

GEORGIA PLS #3063
TENNESSEE RLS #2824
NORTH CAROLINA PLS #L-5329
GEORGIA LSF #1169
GSWCC CERTIFICATION NO. 3115

BRYAN SPENCE
INTERMARK USA, INC.
BEING TAX PARCEL NO. 12-182-19
LOCATED IN LAND LOT 182, 12TH DISTRICT, 3RD SECTION
CITY OF DALTON, WHITFIELD COUNTY, GEORGIA



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/19/20

Agenda Item: Traffic Control Change - One-Way Travel for Alley from Chenille Drive and Factory Street

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
P. ANDREW PARKER, P.E., DIRECTOR
aparker@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

TRAFFIC CONTROL CHANGE

Type: One-Way Street

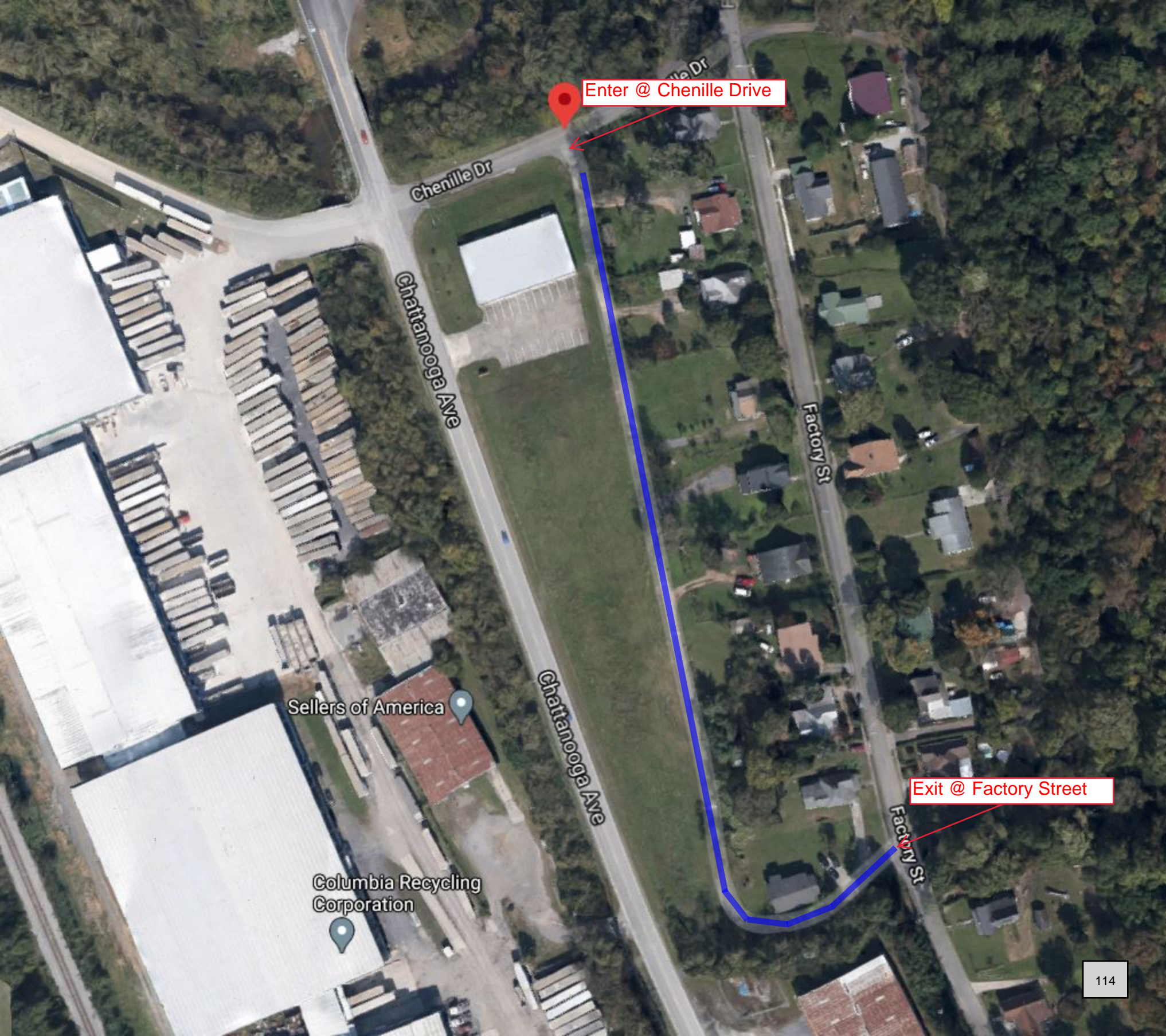
Location: Alley between Chenille Drive and Factory Street

Comments: The purpose of this Traffic Control Change is convert the alley between Chenille Drive and Factory Street to a one-way street. The narrow width of the pavement creates a safety concern, as it relates to visibility for multi-directional traffic. Due to the on-site observation, the Traffic Division recommends that this alley be converted to one-way, enter from Chenille Drive and exit at Factory Street. If the Traffic Control Change is approved, the Public Works department will install signage.

Date of Approval: _____

Mayor's Signature: _____

10/19/2020



Enter @ Chenille Drive

Sellers of America

Columbia Recycling Corporation

Exit @ Factory Street



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-19-20

Agenda Item: Budget Amendment #6

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** Yes

Cost: \$1,238,240

**Funding Source if Not
in Budget** General Fund Surplus

**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

Budgets for 4 contracts previously approved by council (8/3, 9/21 & 10/4). Additional revenue from GDOT and reduction of 2 revenue accounts to actual and IT equipment & software.

**2020 Budget Amendment
Budget Amendment #6**

GENERAL FUND	Increase (Decrease)	
Revenues & Transfers-In		
Intergovernmental - LMIG	\$ 400,000	(1)
Transfer in - DU Transfer fee	(71,000)	(2)
Transfer in - Hotel Motel tax	(400,000)	(3)
	<u>\$ (71,000)</u>	
Expenditures & Transfers-out		
Infrastructure - Dug Gap Battle	\$ 731,490	(4)
Admin Special Projects - Contract Services	41,500	(5)(6)
Transfer to CIP - IT	394,250	(7)
	<u>\$ 1,167,240</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (1,238,240)</u></u>	

- (1) Additional LMIG funds for Dug Gap Battle Road Slope Repair
- (2) To adjust budget to actual for DU 5% transfer fee
- (3) Reduction in HMT due to COVID
- (4) Contracts approved by Council 8/3/20 for Dug Gap Battle Rd. Slope Repair
- (5) Contract approved by Council 9/21 with Investment Research & Advisory Group for \$25,000
- (6) Contract approved by Council 10/04 with Jacqueline Killings, LLC for \$16,500
- (7) IT equipment & software as discussed at the October Finance Committee Meeting (79 computers and related accessories, additional cloud space, Microsoft licenses)

Hotel Motel Tax Fund	Increase (Decrease)	
Expenditures & Transfers-out		
HMT Revenue	\$ (400,000)	(1)
	<u>\$ (400,000)</u>	
Expenditures & Transfers-out		
Transfer to General Fund	\$ (400,000)	
	<u>\$ (400,000)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) Reduction in HMT due to COVID

Capital Improvements Fund	Increase (Decrease)	
Expenditures & Transfers-out		
Transfer from General Fund	\$ 394,250	(7)
	<u>\$ 394,250</u>	
Expenditures & Transfers-out		
Capital - IT	\$ 394,250	
	<u>\$ 394,250</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (7) IT equipment & software as discussed at the October Finance Committee Meeting (79 computers and related accessories, additional cloud space, Microsoft licenses)



STATE OF GEORGIA

Transportation, Dept of
600 West Peachtree Street
Atlanta GA 30308

000021450

Vendor No: 000001

Check Date: 09/10/20

64-975

Pay ****Four hundred thousand and xx/100 Dollars

Pay To The Order Of CITY OF DALTON
P O BOX 1205
DALTON GA 30722

\$400,000.00

Void After 60 Days

Wells Fargo Bank

Authorized Signature

⑆0000214569⑈ ⑆061209756⑆ 8019329799⑈

Page: 1 of 1
Vendor Number: 000014430
Vendor Name: CITY OF DALTON

STATE OF GEORGIA
Transportation, Dept of
Atlanta GA 30308
Bank: 1100 - 1003

Check No: 0000214
Check Date: 09/10/20
Check Total: \$400,000

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
CITYOFDALTON3020-LMIG	09/03/2020	01401195	400,000.00	0.00	400,000.00



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 13, 2020

The Honorable David Pennington
Mayor of Dalton
535 N. Elm Street
P.O. Box 1205
Dalton, Georgia 30722-1205

RE: Funding Assistance for Dug Gap Battle Road Slide

Dear Mayor Pennington:

The Department has approved the City's request for funding assistance for the slide repairs on Dug Gap Battle Road. The Department will commit up to **\$400,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the City. Failure to begin the project before March 30, 2021, may result in the cancellation in funds.

In order to receive the funds, the City will need to submit the following items:

1. LMIG Application
2. Bid tabulations for the work

Please submit required information to the address below:

**Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308**

If you have any questions, please feel free to contact me at (404) 347-0231 or at: wwright@dot.ga.gov

Sincerely,

A handwritten signature in blue ink that reads 'WK Wright Sr.'.

Bill Wright
Local Grants Administrator

cc: Grant Waldrop; Hon. Jerry Shearin; Hon. Chuck Payne; Hon. Steve Tarvin; Hon. Kasey Carpenter;
Hon. Jason Ridley; Carla Ham

Exhibit A
Per 2017 Ordinance

REQUIRED TRANSFER TO THE CITY OF DALTON, GEORGIA
FOR THE YEAR ENDED DECEMBER 31, 2019
(In Thousands)

Gross Revenues (all Utility sectors)	
Operating revenues	\$ 217,616
Interest income	2,920
Interest in zero coupon bonds (accretion)	394
Miscellaneous income	582
Total gross revenues	221,512
Percent from ordinance	5%
Required payment to the City of Dalton, Georgia if 1.20 Debt Service requirement is met	\$ 11,076
Net Revenues (all Utility sectors)	
Gross Revenues	\$ 221,512
Less: Operating Expenses	(164,727)
Plus: Depreciation	25,076
Plus: Amortization Nuclear Fuel	4,664
Total Net Revenues	\$ 86,525
DEBT SERVICE REQUIREMENT CALCULATION (all Utility sectors)	
Maximum Annual Debt Service Requirement	\$ 6,000
Coverage from Ordinance	1.20
Debt Service Threshold to meet	\$ 7,200

CONCLUSION

Net Revenues of \$86,525 are greater than 1.20 times Maximum Annual Debt Service (\$7,200); hence, the full amount of \$11,076 is due to the City of Dalton, Georgia.

Cindy Jackson

From: Andrew Parker
Sent: Thursday, August 27, 2020 9:40 AM
To: Cindy Jackson
Cc: Tosha Haynes; Megan Elliott
Subject: RE: Dug Gap Slope Failure

Cindy,

Please include the amounts below in an upcoming budget amendment to complete the referenced projects.

Botany Woods Slope Repair:

- Remaining balance for retainage release = \$1286.20 (half has already been paid over budget)
- The project was completed in 2019, but we held retainage into this year until successful leaf out of the trees that were planted. We failed to request the retainage amount be rolled over into the 2020 budget. We still want to hold the remaining half until a few dead trees are replaced by the contractor.

Dug Gap Battle Road Above-Road Slope Repair:

Contractor:	Contract Amount:
Northwest Georgia Paving, Inc.	\$213,979.00 (Approved by City Council on 08/03/2020)
GeoStabilization International (GSI)	\$491,008.00 (Approved by City Council on 08/03/2020)
Materials for Public Works In-Kind Work	\$25,000.00
Legal Fees	\$1,500.00
Total	\$731,487.00

The City received an additional LMIG award for this project in the amount of \$400,000 or 70% of the project cost, whichever is less.

Thanks, and please let me know if you need more information.

P. Andrew Parker, P.E.
Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Email: aparker@daltonga.gov
Office: (706) 278-7077
FAX: (706) 278-1847

From: Tosha Haynes
Sent: Thursday, August 27, 2020 8:32 AM
To: Cindy Jackson <cjackson@daltonga.gov>
Cc: Andrew Parker <aparker@daltonga.gov>
Subject: RE: Dug Gap Slope Failure

Cindy Jackson

From: Jorge Paez
Sent: Thursday, October 15, 2020 5:02 PM
To: Cindy Jackson
Subject: Budget Amendment
Attachments: InventureIT Dalton final Estimate-0001751.pdf; City of Dalton 24TB BMR iDrive quote.pdf; Microsoft LIC-LQQN913.pdf

Hi Cindy,

Per our discussion from the finance committee meeting. I would like to do a budget amendment on my budget for \$394,250. I will need Dell equipment from a local downtown company InventureIT for \$250,944.67, a backup solution for our current virtual environment from iDrive \$8,750 Annually, and Microsoft licenses for \$134,555.33. As you may remember, I came on board last year as the director for the IT department, and since then I have been assessing and formulating a best plan of action. One of my main findings is that; city wide we have a lot of outdated computers that have unsupported operating systems and also a mix of standard and professional licenses. I feel the need to have a standard Microsoft license across the city for ease of accountability and security patch updating.

*Please see the attached quotes that I have put together with the best prices I could find.

Please let me know if you need clarification on any of the quotes or need anything else.

Thanks,

Jorge Paez

Director, Information Technology
City of Dalton, GA
(706) 278-9500 Work
(706) 980-9347 Mobile
(706) 529-2491 Fax
jpaez@daltonga.gov
helpdesk@daltonga.gov
300 W Waugh St
Dalton, GA 30720

QUOTE CONFIRMATION



DEAR BILL LLOYD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LQQN913	9/18/2020	MS QUOTE UPDATED	9803620	\$134,555.33

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SOL SRV STD LIC/SA 7CORE Mfg. Part#: 7NQ-00302-3-SLG Electronic distribution - NO MEDIA Contract: Standard Pricing	2	2852009	\$3,877.31	\$7,754.62
MS GSA WINSVRDCCORE 2019 16LIC COREL Mfg. Part#: 9EA-01072 Electronic distribution - NO MEDIA Contract: Standard Pricing	5	5300427	\$4,174.00	\$20,870.00
MS GSA WINSVRCAL 2019 UCAL Mfg. Part#: R18-05796 Electronic distribution - NO MEDIA Contract: Standard Pricing	331	5300407	\$26.69	\$8,834.39
Microsoft Windows 10 Pro Licenec 1 User Mfg. Part#: FQC-08930 UNSPSC: 43233004 Contract: Standard Pricing	27	3797533	\$140.00	\$3,780.00
MS CVG VDA SUB 1Y P/DEV Mfg. Part#: 4ZF-00017-12MO UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Standard Pricing	5	2141179	\$135.00	\$675.00
MS GSA OFFICEPRGPLUS 2019 Mfg. Part#: 79P-05746 Electronic distribution - NO MEDIA Contract: Standard Pricing	243	5300426	\$381.24	\$92,641.32

PURCHASER BILLING INFO	SUBTOTAL	\$134,555.33
Billing Address: CITY OF DALTON ACCTS PAYABLE PO BOX 1205 DALTON, GA 30722-1205 Phone: (706) 529-2490 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$134,555.33
	DELIVER TO Please remit payments to:	

Shipping Address:
 CITY OF DALTON
 JORGE PAEZ
 300 W WAUGH ST
 DALTON, GA 30720-3143
 Phone: (706) 278-9347
Shipping Method:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Need Assistance? CDW+G SALES CONTACT INFORMATION



CDW Account Team - Kyle and Halcyon

(877) 685-8887

kyleandhalcyon@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$134,555.33	\$3,571.10/Month	\$134,555.33	\$4,134.89/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/dam/cdw/documents/contracts/standard-terms-conditions.pdf>
 For more information, contact a CDW account manager

© 2020 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



IDrive Inc

Business Number 818-252-4200
25115 Mureau Rd
Calabasas
91302
805-509-2467
carlos@idrive.com

IDRIVE 24TB BMR
488743

DATE
Sep 28, 2020

TOTAL
USD \$8,750.00

TO

City of Dalton

300 W Waugh St Dalton,
Dalton, GA
30720
(706) 847-0396
BLloyd@daltonga.gov

DESCRIPTION	RATE	QTY	AMOUNT
ID-24TB BMR Annual 24TB BMR Appliance With 24TB's of cloud storage 1U Xeon Bronze processor hex-core multi-threaded Processor with 64GB of DDR4 ECC RAM. Drives vary per device. It has 12 available bays and we use raid 10 with 2 hot swaps.	\$8,750.00	1	\$8,750.00
	SUBTOTAL		\$8,750.00
	TAX (0%)		\$0.00
Additional cloud space \$240 Per TB	TOTAL		USD \$8,750.00

Subscription is based on an annual lease

Inventure IT
 105 Depot Street
 Dalton GA 30720
 United States



City of Dalton
 Jorge Paez

Estimate # 0001751
 Estimate Date October 5, 2020
Estimate Total (USD) \$250,944.67

Item	Description	Unit Cost	Quantity	Line Total
Hardware	Dell Latitude 5420 Rugged - Intel Core i5-8350U / 8GB RAM / 256 NVMe SSD / Qualcomm Snapdragon X20 (DW5821e) Verizon with 3 Yr ProSupport Plus warranty	1,625.00	79	128,375.00
Hardware	Dell Latitude 7210 2-in-1 - Dell Latitude 7200 2-in-1 Keyboard / Intel Core i5 / 8GB RAM / 512GB SSD with 3 Yr ProSupport Plus warranty	1,775.00	15	26,625.00
Hardware	OptiPlex 3070 MFF MLK - Intel Core i5 / 8GB RAM / 512GB SSD with 3 Yr ProSupport warranty	735.00	70	51,450.00
Hardware	Dell Dock - WD19 90w Power Delivery - 130w AC	175.00	41	7,175.00
Hardware	Dell Auto-Air DC Adapter - 90-Watt	75.00	20	1,500.00
Hardware	Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	630.00	54	34,020.00
Hardware	Havis LPS-211 (Bracket for LPS-137) Power supply bracket - black	27.50	54	1,485.00
Hardware	Tripp Lite Battery Backups 550VA 300 Watt	70.00	40	2,800.00
Hardware	External CD/DVD Drive (USB) - Asus SDRW-08U7M-U DVD-Writer - Black	35.00	20	700.00
Hardware	Surge Protectors - Belkin	17.00	30	510.00
Hardware	Displayport (M) to VGA (F) Adapter	18.00	50	900.00
Hardware	Displayport (M) to HDMI (F) Adapter	17.50	20	350.00
Hardware	6ft Displayport Cable	10.00	20	200.00
Hardware	6ft HDMI Cable	6.00	20	120.00
CREDIT	Hometown discount for City of Dalton	-5,265.33	1	-5,265.33

Estimate Total (USD) \$250,944.67



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-19-20

Agenda Item: Resolution 20-21 Supporting Expansion Of City Employee Retirement Benefits

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Resolution 20-21 Supporting Expansion Of City Employee Retirement Benefits

**CITY OF DALTON
RESOLUTION
Resolution No. 20-21**

Resolution Supporting Expansion Of City Employee Retirement Benefits

WHEREAS, the Mayor and Council desire to recruit and maintain quality employees across all City departments to provide for quality services to the citizens of the City of Dalton; and

WHEREAS, the provision of retirement benefits is an important tool in the recruitment and retention of quality City employees; and

WHEREAS, the Mayor and Council recognize the need to provide retirement benefits at a reasonable cost and be good stewards of public funds; and

WHEREAS, the Mayor and Council recognize that public safety is a unique service provided by the City and that the employees of the Fire and Police Departments have unique retirement needs; and

WHEREAS, the Mayor and Council desire to freeze the level of benefits of the defined benefit plan as of December 31, 2021; and

WHEREAS, the Mayor and Council desire to permit all City employees to participate in the defined contribution plan; and

WHEREAS, the Mayor and Council desire to permit all employees who are members of the defined benefit plan to be eligible to participate in the defined contribution plan, shall be deemed to be fully vested in the defined contribution plan as of January 1, 2021, and shall receive a 5% core benefit contributed by the City and up to a 5% matching benefit contributed by the City to the defined contribution plan effective January 1, 2021; and

WHEREAS, the Mayor and Council desire that new City employees shall be entitled to participate in the defined contribution plan immediately upon their employment with the City; and

WHEREAS, the Mayor and Council desire that all City employees that are not members of the defined benefit plan shall be fully vested in the defined contribution plan at twelve months of service; and

WHEREAS, the Mayor and Council desire that all City employees as of January 1, 2021 shall have all their months of service in 2020 credited towards the twelve month vesting period of the defined contribution plan; and

WHEREAS, the Mayor and Council desire that all City employees that are not members of the defined benefit plan shall receive a 5% core benefit contributed by the City and up to a 5%

matching benefit contributed by the City to the defined contribution plan effective January 1, 2021; and

WHEREAS, the Mayor and Council desire that all new City employees on or after January 1, 2021 shall receive a 5% core benefit contributed by the City and up to a 5% matching benefit contributed by the City to the defined contribution plan effective after six months of service; and

WHEREAS, the Mayor and Council desire that the City fund and pay the monthly membership dues for all sworn firefighters in the Georgia Firefighters Pension Fund and sworn police officers in the Peace Officers Annuity And Benefit Fund effective January 1, 2021; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Council of the City of Dalton as follows: The Mayor and Council hereby authorize and direct the City Administrator, City Attorney, Chief Financial Officer and the Human Resource Director take all actions necessary to investigate, consult with appropriate experts, and prepare all necessary ordinances and contracts to carry out the provisions and intent of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR