



**MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 07, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please complete Public Commentary card prior to speaking)*

Minutes:

1. Mayor and Council Minutes of November 16, 2020

Unfinished Business:

2. Second Reading - Ordinance 20-16 Updating Chapter 6 Alcohol Beverage Codes To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

New Business:

3. New 2020-2021 Alcohol Applications

(3) New 2020 / 2021 Alcohol Applications

Application Renewals

(3) 2021 Alcohol Application Renewals (With Changes)

(109) 2021 Alcohol Application Renewals (Without Changes)

(4) 2021 Pawnbroker Application Renewals

4. Contract for a purchasing plan to purchase two Sutphen Pumper apparatus from William's Fire, purchasing through HGAC (Houston Galveston Purchasing Area Council)

5. Updated Employee Lease Agreements with DDDA, DWCDC, DWRSWMA, and CVB

6. Traffic Control Change - 'No Parking - South Side of the Street' between 7AM- 11PM & 'No Parking - North Side of the Street' at Any Time for Hale Bowen Drive
7. Change Order 1 - Additional Milling and Resurfacing Locations for 2020 LMIG Milling and Resurfacing - Various City Streets
8. Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Engineering Design Services on the N. Thornton Avenue Sidewalk, Drainage, and Operation Improvements Project
9. Professional Services Agreement with Lowery and Associates for Survey on the N. Thornton Avenue Sidewalk, Drainage, and Operation Improvements Project
10. Resolution 20-28 Authorizing The Execution Of An Agreement With The Community Foundation Of Northwest Georgia, Inc. Pertaining To The Design And Construction Of Concession And Restroom Facilities At Burr Park
11. Resolution 20-29 Authorizing Payment of City Employee Retirement Benefits for Sworn Firefighters and Police Officers
12. Resolution 20-30 Authorizing Expansion of City Employee Defined Contribution Plan Retirement Benefits
13. First Reading - Ordinance 20-17 An Ordinance Of The City Of Dalton To Approve The Recommendation Of The City Pension Board For The Amendment Of The City Of Dalton Pension Plan; To Amend The City Of Dalton Pension Plan To Provide Clarification Of Death Benefits, Survivor Benefits, And Benefits Of Terminated Participants; To Provide For The Payment To The Estate Of A Deceased Beneficiary; To Provide For Continuing Education Of Members Of The Pension Board; To Provide An Effective Date; And For Other Purposes
14. Ordinance 20-18 The request of Hammond Creek Capital, LLC to annex parcels A and B totaling 91.745 acres into the City of Dalton as General Commercial (C-2) located at the North Bypass. Parcels (12-163-05-005) and (12-166-06-000).
15. The request of Anita Sammons to rezone from Low Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling .07 acres located at 830 McAfee Street, Dalton, Georgia. Parcel (12-218-02-011).
16. GovConnection Network Hardware and Security Refresh Project

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 16, 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 Waugh, the Mayor and Council approved the November 16, 2020 agenda and added to Item #4 – Tax Allocation District 5. The vote was unanimous in favor.

ANNOUNCEMENT

STATEMENT OF MAYOR AND COUNCIL OF DALTON URGING PREVENTIVE MEASURES TO SLOW THE SPREAD OF CORONAVIRUS - COVID-19

Mayor Pennington read an announcement on behalf of the Mayor and Council emphasizing the health concerns of Covid-19 and urged all to wear a mask and social distance. A copy of the complete announcement is a part of these minutes.

PUBLIC COMMENTARY

Shannon Bearfield addressed the Mayor and Council stating she agreed with the Announcement of urging citizens to wear masks, however she stated a strong recommendation is not enough and asked the Council to consider a mask mandate.

ATTORNEY RESPONSE – MASK MANDATE

Council member Harlan asked City Attorney Gandhi Vaughn to explain why cities cannot mandate masks. Vaughn stated that according to Governor Brian Kemp's orders, Cities cannot supersede his restrictions to mandate mask wearing in public.

PROCLAMATION

The Mayor and Council proclaimed November 28, 2020 as Small Business Saturday in the City of Dalton and urged citizens to support small business and merchants on Small Business Saturday and throughout the year.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of November 2, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

PUBLIC HEARING - PROPOSED AMENDMENT TO THE CITY OF DALTON 2015
REDEVELOPMENT PLAN TO CREATE TAX ALLOCATION DISTRICT #4 AND TAX
ALLOCATION DISTRICT #5

A Public Hearing was held to discuss an amendment to the City of Dalton 2015 Redevelopment Plan to create Tax Allocation District #4 and Tax Allocation District #5.

Gary Mongeon of the Bleakly Advisory Group presented a presentation to the Mayor and Council. Mongeon stated the purpose of the presentation is to outline for the public the relevant contents of the proposed 2015 Plan Amendment as well as the new redevelopment plan for West Walnut Avenue and the North Bypass. A copy of this presentation is a part of these minutes.

The hearing was concluded with no comments from the public.

FIRST READING - ORDINANCE 20-16

The Mayor and Council held a first reading of Ordinance 20-16 updating Chapter 6 Alcohol Beverage Codes To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

City Attorney Gandi Vaughn stated during the 2020 Legislative session, comprehensive alcohol legislation was enacted by the General Assembly and signed by Governor Kemp. Vaughn stated the legislation, HB 879, includes delivery of alcohol, and tastings of alcohol in licensed establishments. Vaughn stated if adopted this is the first step in alcohol deliveries.

AIRPORT FEDERAL AND STATE CIP UPDATE FOR 2021-2026

Airport Director Andrew Wiersma presented the Airport Federal and State CIP for 2021-2026 and requested approval for the annual update. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the update. A copy of the update is a part of these minutes. The vote was unanimous in favor.

LETTER OF INTENT FOR AIRPORT LAND LEASE

Airport Director Andrew Wiersma addressed the Mayor and Council requesting to lease a 70ft x 70ft plot of airport land to Steve Herndon, Herndon Properties, for the purpose of building a private aircraft hangar. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the request. The vote was unanimous in favor.

RESOLUTION 20-27 AUTHORIZING ACCEPTANCE OF VEHICLE DONATION FOR THE
AIRPORT

Airport Director Andrew Wiersma reported to the Mayor and Council that CEO of Tencate Polyloom Joe Fields wishes to donate a 2005 Cadillac STS to the Airport to be used as a courtesy vehicle for airport patrons. On the motion of Council member Waugh, second Council member Harlan, the donation was accepted. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH SPARTAN MANAGEMENT, LLC. FOR THE 2021-2023 MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Contract for Services with Spartan Management, LLC., for the 2021-2023 Mowing and Other Landscaping Services at Various Locations within the City of Dalton in the amount of \$125,000.00 annually. Public Works Director Andrew Parker stated that Spartan Management LLC. was the lowest responsible bidder. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH DILBECK LAWN AND LANDSCAPE DESIGN, INC. FOR THE 2021-2023 MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations within the City of Dalton in the amount of \$36,299.99 annually. Public Works Director Andrew Parker stated that Dilbeck Lawn and Landscape Design, Inc. was the lowest responsible bidder. The vote was unanimous in favor.

CONTRACT WITH LEONARD BROTHERS FOR CONSTRUCTION OF RESTROOMS AT BROOKWOOD PARK

Recreation Director Mike Miller presented the Contract with Leonard Brothers for Construction of (2) individual stall restrooms at Brookwood Park in the amount of \$73,000.00. On the motion of Council member Waugh, second Council member Harlan, the contract was approved. The vote was unanimous in favor.

APPROVAL OF BID WITH PYROTECNICO FOR JULY 4TH FIREWORKS DISPLAY

Recreation Director Mike Miller presented a bid from Pyrotecnico for July 4, 2021 Fireworks Display in the amount of \$23,000. On the motion of Council member Waugh, second Council member Goodlett, the bid was accepted. The vote was unanimous in favor.

LEASE AGREEMENT WITH TEG ENTERPRISES, INC. FOR STORAGE SPACE – 305 SOUTH DEPOT STREET

City Administrator Jason Parker presented the Lease Agreement with TEG Enterprises, Inc. for Storage Space – 305 South Depot Street. Parker stated the container is needed for at least one more year. Parker further stated the lease will be transferred from “Friends of the Crescent City” to the City of Dalton. The cost of the lease agreement is \$75.00 monthly. On the motion of Council member Harlan, second Council member Waugh, the Lease Agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES WITH G. GARGANDI VAUGHN

The Mayor and Council reviewed the Professional Services Agreement for City Attorney Services with G. Gargandi Vaughn at \$150.00 per hour. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the agreement. The vote was unanimous in favor. A copy of this agreement is a part of these minutes.

SUPPLEMENTAL SERIES 2020 BOND ORDINANCE – DALTON UTILITIES

Dalton Utilities CEO Tom Bundros presented the Supplemental Series 2020 Bond Ordinance to the Mayor and Council that authorizes the issuance of not to exceed \$100,000,000 of Utility Revenue Bonds. On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the request. A copy of the bond documents are a part of these minutes. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:57 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-20

Agenda Item: 2nd Reading Ordinance 20-16 Updating Chapter 6 Alcohol Beverage Codes

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:

An Ordinance Of The City Of Dalton To Amend Article I "In General" And Article II "License" Of Chapter 6 "Alcohol" of the Revised Code Of Ordinances Of 2001 Of The City Of Dalton As Provided Herein; To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-16

An Ordinance Of The City Of Dalton To Amend Article I “In General” And Article II “License” Of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 Of The City Of Dalton As Provided Herein; To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Article I “In General” and Article II “License” of Chapter 6 “Alcohol” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the City desires to revise and amend Article I “In General” and Article II “License” of Chapter 6 “Alcohol” to provide for the home delivery of alcohol and to provide for tasting events;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

Section 6-1 “Definitions” of Article I “In General” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following definition:

Package goods retailer means a person licensed pursuant to O.C.G.A. §3-3-10(a)(7) to sell alcoholic beverages in unbroken packages for consumption off premises.

-3-

Section 6-63 “Types of Licenses” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-63 (16) Retail delivery license.

Section 6-63 (17) Package delivery license.

-4-

Section 6-66 “Limitations on use” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-66 (d) Holders of a pouring distilled spirits license shall not be permitted to sell distilled spirits in the package for home delivery.

Section 6-66 (e) Holders of a pouring wine license shall be permitted to sell wine by the package for home delivery upon obtaining a retail delivery license.

Section 6-66 (f) Holders of a pouring malt beverage license shall be permitted to sell malt beverages by the package for home delivery upon obtaining a retail delivery license.

Section 6-66 (g) Holders of a package wine license shall be permitted to sell wine by the package for home delivery upon obtaining a package delivery license.

Section 6-66 (h) Holders of a package malt beverage license shall be permitted to sell malt beverages by the package for home delivery upon obtaining a package delivery license.

Section 6-66 (i) Holders of a package distilled spirits license shall be permitted to sell distilled spirits by the package for home delivery upon obtaining a package delivery license.

-5-

Section 6-73 “Amount of fees” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-73 (a)(12) retail delivery license 500.00

Section 6-73 (a)(13) package delivery license 500.00

-6-

Section 6-77 “Wine Tasting” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is hereby repealed in its entirety. Section 6-77

“Malt Beverage, Wine and Distilled Spirits Tasting” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is hereby adopted and shall read as follows:

- (a) A malt beverage tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of malt beverage by the package and a valid current malt beverage license from the state.
- (b) A wine tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine from the state.
- (c) A distilled spirits tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of distilled spirits beverage by the package and a valid current distilled spirits beverage license from the state.
- (d) Any tasting occurring on the premises of a business possessing a tasting permit shall be limited to an area that is separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the tasting area.
- (e) An eligible licensee may petition the city for a tasting permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid license for the sale of malt beverage, wine, or distilled spirits by the package issued by the city.

- (f) A tasting permit shall allow the permittee to offer or sell samples in connection with an instructional or educational promotion and the samples must be consumed in the presence of a representative of the licensed business.
- (g) A tasting permit shall allow the permittee to offer 52 tasting events per year, for no more than one time per day, for a maximum of four hours, and only during the hours the licensed premises may lawfully sell unbroken packages of alcohol.
- (h) A tasting event may only include one type of alcoholic beverage per event, may include more than one brand of each type of alcoholic beverage, and no more than four brands may be open at any one time during the tasting event.
- (i) A tasting permittee shall be subject to all laws, rules and regulations of the city and state, including O.C.G.A. § 3-3-26 and rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to tasting permit revocation for violation thereof.
- (j) Said tasting permit need only be applied for once and shall automatically renew when said license to sell malt beverages, wine, or distilled spirits by the package is renewed. Provided, however, that the city may revoke or suspend such tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety and welfare of the city's inhabitants.

-7-

Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding Section 6-79 to read as follows:

Section 6-79 – Home deliveries

- (a) A package goods retailer that holds a pouring malt beverage license may obtain a retail delivery license for home deliveries of malt beverages.
- (b) A package goods retailer that holds a pouring wine license may obtain a retail delivery license for home deliveries of wine.
- (c) A package goods retailer that holds a package malt beverage license may obtain a package delivery license for home deliveries of malt beverages.
- (d) A package goods retailer that holds a package wine license may obtain a package delivery license for home deliveries of wine.
- (e) A package goods retailer that holds a package distilled spirits license may obtain a package delivery license for home deliveries of distilled spirits.
- (f) A retail delivery licensee and package delivery licensee shall be subject to all laws, rules and regulations of the city and state, including O.C.G.A. § 3-3-10 and shall be subject to delivery license revocation for violation thereof.

-8-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-9-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are

hereby repealed.

-10-

This Ordinance shall take effect and be in force following its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20____.

CITY CLERK
CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-07-2020

Agenda Item: 2020 New Applications & 2021 Application Renewals

Department: City Clerk

Requested By: Gesse Cabrera

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:

New Applications

- (3) New 2020 / 2021 Alcohol Application recommendations by the Public Safety Commission.

Application Renewals

- (3) 2021 Alcohol Application Renewals (With Changes)
- (109) 2021 Alcohol Application Renewals (Without Changes)
- (4) 2021 Pawnbroker Application Renewals

2020 & 2021 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY NOVEMBER 17, 2020

M&C MONDAY DECEMBER 7, 2020

(3) 2020-2021 ALCOHOL APPLICATIONS

1. Business Owner: Tienda Tikal y Cocina, LLC
d/b/a: Tienda Tikal y Cocina
Applicant: Julio F. Andres-Francisco
Business Address: 616 4th Ave Suite 4-6
Type: Package Beer
Disposition: **New**

2. Business Owner: Los Pablo's Mexican Restaurant #1, LLC
d/b/a: Los Pablo's Mexican Restaurant #1
Applicant: Jeannette Rodriguez
Business Address: 2204 Chattanooga Rd.
Type: Pouring Beer, Pouring Wine, Pouring Liquor
Disposition: **New**

3. Business Owner: Pablito's Cantina Inc.
d/b/a: Pablito's Cantina Inc.
Applicant: Pablo T. Rodriguez
Business Address: 933 Market St. Suite 14 & 14A
Type: Pouring Beer, Pouring Wine, Pouring Liquor
Disposition: **New**

2021 ALCOHOL RENEWALS

(3) 2021 Alcohol Renewals (With Changes)

	DBA	Address	Change	Meeting Dates
1	BAJA COOP	222 N. HAMILTON ST	Designated Agent Change	PSC 11/17/20 - M&C 12/07/20
2	CYRA'S OPEN RANGE & GARDEN	208 N PENTZ ST	Designated Agent Change	PSC 11/17/20 - M&C 12/07/20
3	VIP LIQUOR	785 SHUGART RD STE 4 TO STE 1	Address Change	PSC 11/17/20 - M&C 12/07/20

(109) 2021 Alcohol Renewals (Without Changes)

	DBA	Address	Change	Meeting Dates
1	ABC PACKAGE STORE	530 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
2	ACCESS FOOD MART	1128 S. THORNTON AVE	None	PSC 11/17/20 - M&C 12/07/20
3	AK TOBACCO OUTLET & GIFT	906 S THORNTON ST STE B	None	PSC 11/17/20 - M&C 12/07/20
4	ALDI #93	2210 E WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
5	ALONDRA'S #2	101 W. WALNUT AVE STE 9	None	PSC 11/17/20 - M&C 12/07/20
6	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
7	BIG'S AXE THROWING, LLC	825 CHATTANOOGA AVE	None	PSC 11/17/20 - M&C 12/07/20
8	BP WALNUT AVE	1522 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
9	CAFE OSTRO	240 N. HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
10	CASA FRIDA	238 S. HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
11	CHEF LIN	100 W WALNUT AVE 146	None	PSC 11/17/20 - M&C 12/07/20
12	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	None	PSC 11/17/20 - M&C 12/07/20
13	CHEVRON FOOD MART	100 N. OAKS DR.	None	PSC 11/17/20 - M&C 12/07/20
14	CHILI'S GRILL & BAR	881 HOLIDAY INN DR.	None	PSC 11/17/20 - M&C 12/07/20
15	CIRCLE K #2723523	1010 E. WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
16	CIRCLE K #2723590	2214 E WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
17	CIRCLE K #2723604	1200 CLEVELAND HWY	None	PSC 11/17/20 - M&C 12/07/20
18	CITY LIQUOR	1215 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
19	COLD CREEK AT NORTH OAKS	101 N. OAKS DR SUITE 1	None	PSC 11/17/20 - M&C 12/07/20
20	CORNER EXPRESS	400 N. GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
21	COURTYARD DALTON	785 COLLEGE DR.	None	PSC 11/17/20 - M&C 12/07/20
22	COX'S LIQUOR	1301 EAST WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
23	CREATIVE ARTS GUILD COMMUNITY SUPPORT CO	520 WEST WAUGH ST	None	PSC 11/17/20 - M&C 12/07/20
24	CRESCENT CITY TAVERN	324 S. DEPOT ST	None	PSC 11/17/20 - M&C 12/07/20
25	CVS/PHARMACY #5608	2501 EAST WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
26	DALTON BREWING COMPANY	112 W. KING ST	None	PSC 11/17/20 - M&C 12/07/20
27	DALTON DISTILLERY	109 E MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
28	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	None	PSC 11/17/20 - M&C 12/07/20
29	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
30	DALTON FOOD MART	2201 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
31	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	None	PSC 11/17/20 - M&C 12/07/20
32	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	None	PSC 11/17/20 - M&C 12/07/20
33	DELRAY FARMS	2518 E WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
34	DELTA EXPRESS #3513	324 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
35	DISCOTEQUE EL VENENO	600 MLK JR BLVD SUITE A	None	PSC 11/17/20 - M&C 12/07/20
36	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	None	PSC 11/17/20 - M&C 12/07/20
37	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	None	PSC 11/17/20 - M&C 12/07/20
38	DOWNTOWN DALTON DEVELOPMENT AUTHORITY	101 S. HAMILTON ST.	None	PSC 11/17/20 - M&C 12/07/20
39	EL MILAGRO	608 MLK JR. BLVD	None	PSC 11/17/20 - M&C 12/07/20
40	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
41	EL SABOR DE LA PATRONA	603 FLEMING ST	None	PSC 11/17/20 - M&C 12/07/20
42	EZ STOP	1524 E. MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
43	FARM GOLF CLUB	187 S GOOSE HILL RD	None	PSC 11/17/20 - M&C 12/07/20
44	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	None	PSC 11/17/20 - M&C 12/07/20
45	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
46	FOOD CITY #211	1308 WEST WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
47	FORTUNE COOKIE	801 E. WALNUT AVE SUITE J	None	PSC 11/17/20 - M&C 12/07/20
48	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	None	PSC 11/17/20 - M&C 12/07/20
49	GOLD BEER SHOP	1125 E WALNUT STE A	None	PSC 11/17/20 - M&C 12/07/20
50	GONDOLIER PIZZA	1229 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
51	GONDOLIER PIZZA	900 S. THORNTON AVE	None	PSC 11/17/20 - M&C 12/07/20
52	GUADALAJARA OF DALTON	817 S. HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
53	H & R DALTON INC	1704 ABUTMENT RD	None	PSC 11/17/20 - M&C 12/07/20
54	HAMILTON'S	243 N HAMILTON ST STE 5	None	PSC 11/17/20 - M&C 12/07/20
55	HILTON GARDEN INN	879 COLLEGE DR	None	PSC 11/17/20 - M&C 12/07/20
56	HOLMES LIQUOR	2205 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
57	JAS TOBACCO	601 FLEMING ST	None	PSC 11/17/20 - M&C 12/07/20
58	JAX'S LIQUOR	1300 E MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
59	JJY LIQUOR STORE	101 W WALNUT AVE SUITE 13	None	PSC 11/17/20 - M&C 12/07/20
60	KROGER COMPANY #265	1205 CLEVELAND RD	None	PSC 11/17/20 - M&C 12/07/20
61	KROGER STORE #458	1365 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
62	KUMO HIBACHI SUSHI	1277 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20

	DBA	Address	Change	Meeting Dates
63	KWIK SERV #10	2210 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
64	LA DONA NIGHT CLUB	700 REDWINE ST STE 3,4,5	None	PSC 11/17/20 - M&C 12/07/20
65	LA ESQUINITA	1205 EAST MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
66	LA HIDALGUENSE	628 FIFTH AVE	None	PSC 11/17/20 - M&C 12/07/20
67	LA PROVIDENCIA	1300 UNDERWOOD ST	None	PSC 11/17/20 - M&C 12/07/20
68	LA TIENDITA	700 REDWINE ST STE 2	None	PSC 11/17/20 - M&C 12/07/20
69	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
70	LOA BAKERY	737 RIVERBEND RD	None	PSC 11/17/20 - M&C 12/07/20
71	LOGAN'S ROADHOUSE #427	811 WALNUT SQUARE BLVD	None	PSC 11/17/20 - M&C 12/07/20
72	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
73	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	None	PSC 11/17/20 - M&C 12/07/20
74	MAGANA'S LIQUOR	604 MLK JR BLVD	None	PSC 11/17/20 - M&C 12/07/20
75	MAPCO #3615	2000 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
76	MAPCO #3622	811 RIVERBEND RD	None	PSC 11/17/20 - M&C 12/07/20
77	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	None	PSC 11/17/20 - M&C 12/07/20
78	MAX FOOD MART	1246 N. THORNTON AVE	None	PSC 11/17/20 - M&C 12/07/20
79	NATIVE	825 CHATTANOOGA AVE	None	PSC 11/17/20 - M&C 12/07/20
80	NIZZIE'S PACKAGE STORE	1902 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
81	NORTHWEST GA TRADE & CONV CTR AUTHORITY	2211 DUG GAP BATTLE RD	None	PSC 11/17/20 - M&C 12/07/20
82	OUTBACK STEAKHOUSE #1128	955 MARKET ST	None	PSC 11/17/20 - M&C 12/07/20
83	OYSTER PUB	930 MARKET ST STE# 12	None	PSC 11/17/20 - M&C 12/07/20
84	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	None	PSC 11/17/20 - M&C 12/07/20
85	QUICK STOP	507 E MORRIS ST	None	PSC 11/17/20 - M&C 12/07/20
86	RACETRAC #213	1907 CHATTANOOGA RD	None	PSC 11/17/20 - M&C 12/07/20
87	RACETRAC #289	1511 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
88	RASPBERRY ROW	205 W CUYLER ST	None	PSC 11/17/20 - M&C 12/07/20
89	RED LOBSTER #0782	901 W BRIDGE	None	PSC 11/17/20 - M&C 12/07/20
90	ROAD RUNNERS	1016 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
91	ROAD RUNNERS CARNICERIA	532 UNDERWOOD ST	None	PSC 11/17/20 - M&C 12/07/20
92	SALON RIO GRANDE	514 COMMERCE DR	None	PSC 11/17/20 - M&C 12/07/20
93	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	None	PSC 11/17/20 - M&C 12/07/20
94	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	None	PSC 11/17/20 - M&C 12/07/20
95	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	None	PSC 11/17/20 - M&C 12/07/20
96	SUNRISE MARKET #4	105 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
97	TENOCH	319 N. HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
98	TEQUILA'S LIQUOR	312 N GLENWOOD AVE	None	PSC 11/17/20 - M&C 12/07/20
99	THE BUCKIN' BURRITO	212 N HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
100	TIBBS CONVENIENCE STORE	813 N TIBBS RD	None	PSC 11/17/20 - M&C 12/07/20
101	TIJUANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
102	TOBACCO OUTLET	1339 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
103	VALLARTA TAQUERIA, INC	801 E WALNUT AVE STE C	None	PSC 11/17/20 - M&C 12/07/20
104	WALGREENS #05954	1247 W. WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
105	WALGREENS #11994	2225 E. WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
106	WALGREENS #17232	1320 CLEVELAND HWY	None	PSC 11/17/20 - M&C 12/07/20
107	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
108	WAL-MART SUPERCENTER #5173	815 SHUGART RD	None	PSC 11/17/20 - M&C 12/07/20
109	WALNUT EXPRESS	2524 E WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20

(4) 2021 Pawnbroker Renewals				
	DBA	Address	Change	Meeting Dates
1	AMERICAN PAWN BROKERS	322 S HAMILTON ST	None	PSC 11/17/20 - M&C 12/07/20
2	JACK'S PAWN SHOP	214 S HAMILTON STREET	None	PSC 11/17/20 - M&C 12/07/20
3	JEWELRY EXCHANGE, THE	1711 EAST WALNUT AVE	None	PSC 11/17/20 - M&C 12/07/20
4	VALUE PAWN & JEWELRY/EASY CASH SOLUTIONS	1100 E. WALNUT AVE BAYS 1,2,3	None	PSC 11/17/20 - M&C 12/07/20



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/2020

Agenda Item: Pumper Apparatus Purchase Contract

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: \$1,271,106.08

Funding Source if Not in Budget 2020 SPLOST

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

Contract for a purchasing plan to purchase two Sutphen Pumper apparatus from William's Fire, purchasing through HGAC (Houston Galveston Purchasing Area Council). By entering this contract, Dalton is guaranteed the maximum price increase over the life of the contract will not exceed a 3% increase. The average increase has been 3-6% annually over the past five years. The first truck will be ordered in the first quarter of 2021 and delivery will be third or fourth quarter of 2022. The second truck will be ordered in the first quarter of 2022 and delivery will be fourth quarter of 2023. Currently the build time for a pumper from order date until delivery is 18-24 months.



PROPOSAL

TO THE:

City of Dalton Fire Department
Attn: Chief T. Pangle
404 School St
Dalton, GA 30720

DATE: November 3, 2020

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

Two (2) Sutphen Heavy Duty Custom Pumpers Complete and Delivered for the

Total Sum of \$1,271,106.08

(\$635,553.04/ea)

***Unit 1** shall be inspected at the manufacturing facility in approximately 18-20 months for delivery
2-3 weeks following inspection*

***Unit 2** shall be inspected at the manufacturing facility in January of 2023 and delivered 2-3 weeks
following inspection*

The units shall be manufactured completely in accordance to the following proposal, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Jerry Harley

Jerry Harley
Authorized Representative for Sutphen Corporation

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



Sutphen

Component Report

Dealership: Williams Fire
Apparatus_2 (Daves)

HS- Dalton Fire Department, GA Customized Pumper

Order#: SQB010982_1
Contact: Todd Pangle
Position: Fire Chief
Phone: 706-278-7363
Mobile:
Email: tpangle@daltonga.gov

Bill To

Customer: Dalton Fire Department
Contact: Todd Pangle, Fire Chief
Address: 404 School Street
Dalton, GA 30720

Ship To

Customer: Same as Bill-to
Contact: Todd Pangle, Fire Chief
Address: 404 School Street
Dalton, GA 30720

Comments

Project Coordinator:
Sales Person:
Revision Level:
Truck Type:
Body Facility:

Quote Line Number 1


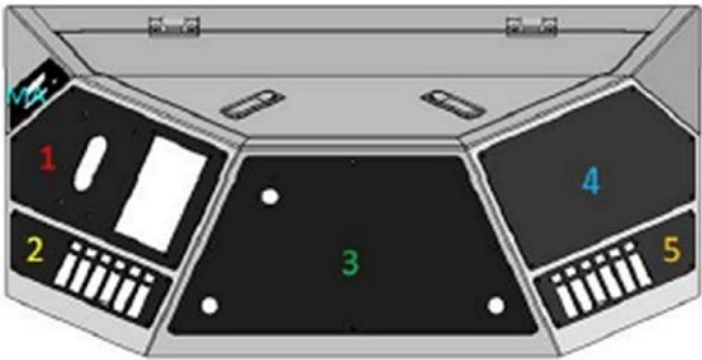
Line	Item #	Qty	Item Description/Comments
1	10000215	1	STD WIRING SCHEMATIC
2	10310100	1	CHASSIS
CHASSIS			
3	10010001	1	CHASSIS, CUSTOM
4	51070199	1	WHEELBASE = 199
5	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
6	45010001	1	FRONT TOW EYES, BELOW BUMPER
7	45010015	1	FRONT TOW EYE FINISH, PAINTED
8	46010000	1	REAR TOW EYES
9	40010250	1	STEERING - ROSS TAS-85
10	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
11	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD
12	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15
13	23030006	1	AIR INTAKE/EMBER SEPARATOR

Line	Item #	Qty	Item Description/Comments
14	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
15	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5776
16	47012440	1	TRANSMISSION, ALLISON GEN 5, EVS4000
17	23110000	1	JACOBS ENGINE BRAKE
18	47024050	1	TRANSMISSION COOLER
19	47030000	1	ALLISON TOUCH PAD SHIFTER
20	21021200	1	COOLING SYSTEM
21	21030000	1	FAN CLUTCH
22	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
23	21030500	1	LONG LIFE ANTIFREEZE, 50/50 MIX
24	26010000	1	FUEL TANK, STEEL, 65 GALLON
25	26030000	1	FUEL FILL
26	26030100	1	FUEL COOLER
27	24040000	1	DIESEL EXHAUST FLUID TANK
28	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4962PA
29	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
30	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
31	15031700	1	BATTERY JUMPER TERMINALS
32	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY
33	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40
34	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
35	41022120	1	SUSPENSION FRONT 20,000 LBS. (4) 56" LEAFS
36	41040510	1	STEER ASSIST
37	43010308	1	FRONT TIRES MICHELIN 385/65R22.5 LRJ XZY3 22.5 x 12.25 WHEELS
38	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
39	14530100	1	TOP SPEED, 68 MPH

Line	Item #	Qty	Item Description/Comments
40	42010000	1	SUSPENSION REAR REYCO 24,000 LBS. LEAF
41	44010350	1	TIRES, REAR, MICHELIN 12R22.5 LRH XZE HIGHWAY 24,000 - 27,000 GVWR
42	42910200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
43	44210200	1	WHEELS, ALUM, ALCOA (max 27K rear)
44	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
45	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
46	44271100	1	MUD FLAPS, FRONT (PAIR)
47	44271200	1	MUD FLAPS, REAR (PAIR)
48	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)
49	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER
50	18030140	1	AIR INLET CONNECTION
51	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
52	18036105	1	TIMER, KUSSMAUL AUTO PUMP
53	18220500	1	NO ELEC STABILITY CONTROL SYS
54	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES
55	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS
56	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
57	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
58	54088888	1	SPECIAL ITEM, KUSSMAUL DELUXE STATUS CENTER 091-194X-IND
59	10310110	1	CAB
CAB			
60	11023250	1	CAB TSAL4E 73" 10" RR 1/2
61	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
62	11030950	1	CAB LOCKDOWN LATCHES
63	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
64	11031100	1	MANUAL BACK-UP TILT SYSTEM
65	11031350	1	CAB DOORS, FULL LENGTH (4)

Line	Item #	Qty	Item Description/Comments
66	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
67	11031395	1	CAB STEP LIGHTING, TECNIQ E41 LED STRIP LIGHTS
68	11031421	1	CAB DOOR WINDOWS, POWER (4)
69	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
70	11031460	1	NO WINDOWS, BACK WALL OF CAB
71	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
72	52010010	1	ELECTRIC INTERMITTENT WIPERS
73	52030200	1	WINDSHIELD WASHER RESERVOIR
74	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
75	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)
76	11024500	1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED
77	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
78	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
79	20029800	1	BUMPER SIDES, DIAMONDPLATE
80	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
81	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
82	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
83	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR
84	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X12/X15 STYLE)
85	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
86	12030305	1	FOOT SWITCH, DRIVER'S SIDE
87	12030310	1	FOOT SWITCH, OFFICER'S SIDE
88	12030350	1	LANYARD CONTROL FOR AIR HORNS
89	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
90	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
91	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A

Line	Item #	Qty	Item Description/Comments
92	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
93	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS
94	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
95	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
96	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
97	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
98	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
99	32530750	1	ICC, ROOF MOUNTED MARKERS, GROTE
100	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
101	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
102	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
103	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
104	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
105	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
106	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
107	11032100	1	NO OPENING TO CREW SEAT COMPT
108	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
109	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
110	11032100	1	NO OPENING TO CREW SEAT COMPT
111	11035400	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB
112	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH
113	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB
114	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD
115	11032929	1	DOOR PANEL, FULL STS
116	11032955	1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE CHEVRONS
117	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED

Line	Item #	Qty	Item Description/Comments
118	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
119	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
120	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
121	22610050	1	ENGINE HOOD LIGHT, LED (1)
122	11031509	1	GLOVE BOX, FDNY STYLE
123	11031712	1	UPPER CREW DOOR AREA, OPEN
124	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
125	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			<p>Upper Command Console:</p> 
126	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			<p>Lower Command Console (9L & 12L engines):</p> 
127	30010610	1	CAB PUMP SHIFT, ELECTRIC W/YELLOW KNOB
128	30031610	1	DOOR AJAR LIGHT, WHELEN TIR3 LED
129	30031655	1	DOOR AJAR ALARM WITH SILENCE BUTTON
130	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
131	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
132	30031100	1	HIGH IDLE SWITCH

Line	Item #	Qty	Item Description/Comments
133	30031777	1	12V POWER POINTS, (4)
134	30031804	1	12V DUAL PORT USB POWER POINTS, (4)
135	11040000	1	CAB ACCESSORY FUSE PANEL
136	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
137	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
138	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
139	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
140	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
141	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)
142	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
143	28090003	1	HEAT TO FEET
144	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
145	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
146	38510105	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK ABTS AIR RIDE (DURAWEAR)
147	38320000	1	HELMET STORED IN COMPARTMENT
148	39010120	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)
149	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
150	38320000	1	HELMET STORED IN COMPARTMENT
151	39521125	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)
152	38320000	1	HELMET STORED IN COMPARTMENT
153	39521126	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)
154	38320000	1	HELMET STORED IN COMPARTMENT
155	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)
156	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
157	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
158	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)

Line	Item #	Qty	Item Description/Comments
159	39521427	1	CREW SEAT 5, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR)
160	38320000	1	HELMET STORED IN COMPARTMENT
161	39521428	1	CREW SEAT 6, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR)
162	38320000	1	HELMET STORED IN COMPARTMENT
163	39550100	1	SEAT COLOR, GRAY
164	39610000	5	SCBA BRACKETS, BOSTROM, SECURE ALL (5)
165	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
166	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
167		1	**CLAR NOTES, Make for sure the brackets fit FD's SCBA's. They had a little issue last time on their aerial.
168	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
169	84541600	1	MOUNTING OF CUSTOMERS RADIO-SINGLE HEAD
170	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)
171	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
172	84530205	1	WIRED INTERCOM, DAVID CLARK - 6 POSITION
173	84561015	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)
174	11088888	1	SPECIAL ITEM, Mount Customer's Knox Box
175	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
176	60012550	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP
177	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
178	60026000	1	PUMP PACKING, HALE
179	60031005	1	ALLOY ANODES, HALE
180	60035121	1	PUMP TEST, MISTRAS GROUP, INC
181	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
182	62010002	1	STAINLESS STEEL PIPING
183	66020100	1	3" TANK TO PUMP W/CHECK VALVE
184	61720100	1	VALVE, AKRON HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
185	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
186	73010202	1	TANK FILL 1.5"
187	61720100	1	VALVE, AKRON HEAVY DUTY
188	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
189	61020005	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
190	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
191	63021100	1	6" MAIN SUCTION, LEFT SIDE
192	63030300	1	HALE MASTER INTAKE VALVE, MANUAL CONTROL
193	63034655	1	ADAPTER, 6" NST FE X 4" STORZ, 30 DEGREE W/CAP & CHAIN, TFT
194	65030000	1	2.5" LEFT SIDE INLET
195	61720100	1	VALVE, AKRON HEAVY DUTY
196	61770100	1	ACTUATOR, VALVE, SWING HANDLE
197	60036010	1	THREADS, NST
198	65030000	1	2.5" LEFT SIDE INLET
199	61720100	1	VALVE, AKRON HEAVY DUTY
200	61770100	1	ACTUATOR, VALVE, SWING HANDLE
201	60036010	1	THREADS, NST
202	63025100	1	6" MAIN SUCTION, RIGHT SIDE
203	63030400	1	HALE MASTER INTAKE VALVE, ELEC
204	63034655	1	ADAPTER, 6" NST FE X 4" STORZ, 30 DEGREE W/CAP & CHAIN, TFT
205	64030000	1	2.5" RIGHT SIDE INLET
206	61720100	1	VALVE, AKRON HEAVY DUTY
207	61770100	1	ACTUATOR, VALVE, SWING HANDLE
208	60036010	1	THREADS, NST
209	64030000	1	2.5" RIGHT SIDE INLET
210	61720100	1	VALVE, AKRON HEAVY DUTY

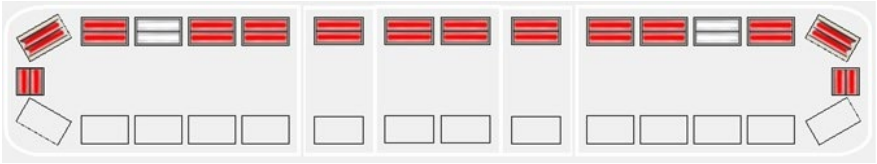
Line	Item #	Qty	Item Description/Comments
211	61770100	1	ACTUATOR, VALVE, SWING HANDLE
212	60036010	1	THREADS, NST
213	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
214	61720100	1	VALVE, AKRON HEAVY DUTY
215	61770100	1	ACTUATOR, VALVE, SWING HANDLE
216	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
217	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
218	60036010	1	THREADS, NST
219	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
220	61720100	1	VALVE, AKRON HEAVY DUTY
221	61770100	1	ACTUATOR, VALVE, SWING HANDLE
222	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
223	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
224	60036010	1	THREADS, NST
225	71025130	1	3" DISCHARGE, RIGHT - POSITION 3
226	61720110	1	VALVE, AKRON SLOW CLOSE
227	61770100	1	ACTUATOR, VALVE, SWING HANDLE
228	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
229	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
230	60036010	1	THREADS, NST
231	61840265	1	ADAPTER, 3" NST FE X 4" STORZ W/CAP & CHAIN, TFT
232	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 4
233	61720100	1	VALVE, AKRON HEAVY DUTY
234	61770100	1	ACTUATOR, VALVE, SWING HANDLE
235	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
236	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW

Line	Item #	Qty	Item Description/Comments
237	60036010	1	THREADS, NST
238	71530100	1	DISCHARGE 2.5" VALVE 2.5" PIPE TO LEFT REAR
239	61720100	1	VALVE, AKRON HEAVY DUTY
240	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
241	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
242	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
243	60036010	1	THREADS, NST
244	71830100	1	DISCHARGE 2.5" VALVE 2.5" PIPE RIGHT REAR
245	61720100	1	VALVE, AKRON HEAVY DUTY
246	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
247	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
248	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
249	60036010	1	THREADS, NST
250	72030800	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED
251	61720100	1	VALVE, AKRON HEAVY DUTY
252	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
253	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
254	61810160	1	DISCHARGE TERMINATION, STRAIGHT
255	60036010	1	THREADS, NST
256	72230000	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING
257	61720100	1	VALVE, AKRON HEAVY DUTY
258	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
259	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
260	60036010	1	THREADS, NST
261	72530100	1	DECK GUN DISCHARGE 3"
262	61720110	1	VALVE, AKRON SLOW CLOSE


Line	Item #	Qty	Item Description/Comments
263	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
264	77021010	1	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"
265	72570100	1	DECK GUN TERMINATION, THREADED
266	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT
267	72555810	1	TASK FORCE TIPS EXTEND-A-GUN
268	72810000	1	TWO CROSSLAYS 2" VALVE-PIPING 1.5" SWIVEL
269	61720100	2	VALVE, AKRON HEAVY DUTY (2)
270	61770120	2	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS (2)
271	77021010	2	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5" (2)
272	60036010	2	THREADS, NST (2)
273	72910500	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
274	84010010	1	BOOSTER REEL W/200' OF 1" HOSE,NOZZLE & MOUNT
275	61720100	1	VALVE, AKRON HEAVY DUTY
276	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
277	60036010	1	THREADS, NST
278	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
279	61730005	15	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (15)
280	10310210	1	FOAM SYSTEM
FOAM SYSTEM			
281	73540016	1	FOAM SUPPLY SYSTEM, ELKHART W/FLUSH (FOR EXTERNAL EDUCTOR)
282	73540020	1	FOAM EDUCTOR, AKRON 125 GPM EXTERNAL
283	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
284		1	**CLAR NOTES, The foam eductor needs to be an Elkhart Foam Eductor not an Akron. I changed verbaige.
285	10310220	1	PUMP PANEL
PUMP PANEL			
286	74910110	1	PA SM1 - SIDE MOUNT PUMP PANEL
287	74930500	1	PANEL FINISH, BLACK VINYL

Line	Item #	Qty	Item Description/Comments
288	74931000	1	ESCUTCHEON PLATES
289	74931050	1	COLOR CODING
290	74931200	1	PUMP MODULE FRAMEWORK, PAINTED
291	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
292	74931510	1	PLUMBING FINISH, NON-PAINTED
293	74931610	1	EXTERIOR DUNNAGE AREA PANEL, DIAMONDPLATE
294	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
295	75088888	1	SPECIAL ITEM, SEAT BELT STRAPS W/ AIRPLANE BUCKLES
296	75510200	1	PUMP OPERATOR LIGHTS, WELDON 2631 LED
297	75530100	1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED
298	76010105	1	PUMP PANEL GAUGES & CONTROLS
299	60028050	1	PUMP PRIMER, TRIDENT, AIR
300	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
301	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
302	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL
303	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
304	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
305	76510060	1	GAUGES, MASTER, INNOVATIVE CONTROLS, 4"
306	77510050	1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14
307	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
308	77540100	1	GAUGE, FOAM LEVEL, INNOVATIVE CONTROLS SL-14
309	10310230	1	WATER TANK
WATER TANK			
310	83525200	1	WATER TANK BRAND, UPF
311	83510105	1	WATER TANK, 750 GAL, POLY
312	10310300	1	BODY
BODY			

Line	Item #	Qty	Item Description/Comments
313	80029900	1	BODY SUBFRAME, PUMPER/TANKER
314	80110420	1	BODY PA-12 RES 43/53, LAD CHUTE
315	81165705	1	UNISTRUT TRACK IN COMPTS
316	80220120	1	COMPT DOORS, HINGED (ALUM)
317	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
318	80230300	1	COMPT INTERIOR FINISH, SMOOTH
319	80230400	1	HINGED COMPT DOORS INTERIOR FINISH, SMOOTH
320	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
321	81310000	1	HOSEBED, ALUM FLOORING
322	81330100	1	STANDARD HOSEBED HEIGHT
323	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
324	81331150	1	ALUM HOSEBED COVER SUPPORT, FIXED CENTER
325	81431210	1	REAR HOSEBED COVER, WEBBING
326	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
327	81330300	1	HOSE BED DIVIDER, ADJ (1)
328	81332020	3	HOSEBED LIGHTING, FEDERAL SIGNAL COMPLEX LED LIGHT STRIP (EA) (3)
329	81388888	1	SPECIAL ITEM, TWO INCH WEBBING WITH AIRPLANE STAINLESS BUCKLES FOR REAR FLAP ON HOSEBED COVER
330	81910100	1	HANDRAILS, KNURLED STS
331	82072800	4	CHROME GRAB HANDLE (4)
332	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
333	82310000	1	STEPS, REAR BODY (14x11 & 14x8)
334	82032000	1	FULL WIDTH TREADPLATE REAR STEP BELOW HOSEBED ABOVE REAR COMPT
335	82510000	1	RUB RAILS, ANODIZED ALUM
336	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
337	83030310	1	REAR STEP/TAILOBOARD CORNERS, STRAIGHT
338	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)

Line	Item #	Qty	Item Description/Comments
339	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (4)
340	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHER LIGHTWEIGHT
341	88540500	1	SUCTION HOSE TO BE SHIPPED LOOSE
342	88550100	1	STRAINER, 6" KOCHER BARREL
343	89988888	1	SPECIAL ITEM, ENCLOSED HARD SUCTION HOSE, HOSEBED, OFFICER SIDE
344		1	**CLAR NOTES, The hard suction hose boxes will be on the right side of hose bed stacked.
345	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
346	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
347	89510200	1	LADDER CHUTE
348	89088888	1	SPECIAL ITEM, Enclose ladder chute
349	10310310	1	ELECTRICAL
ELECTRICAL			
350	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
351	84511100	1	BODY ELECTRICAL DESCRIPTION
352	84520000	1	BACK UP ALARM, ECCO SA917
353	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)
354	85110100	1	ICC LIGHTS, LED
355	85510200	1	STEP LIGHTS, LED, WHELEN 2G AT PUMP PANEL & REAR BODY
356	85710050	1	UNDERCARRIAGE GROUND LIGHTS, AMDOR LUMABAR H20 LED
357	85730050	6	ADDITIONAL GROUND LIGHT, AMDOR LUMABAR H20 LED (6)
358	86528999	1	DELETE REAR WORK LIGHTS
359	86600000	1	OPTICAL WARNING SYSTEM, UPPER
360	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES
			

Line	Item #	Qty	Item Description/Comments
361	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
362	86710120	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, MCFLED2* (PAIR)
363	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
364	87100000	1	OPTICAL WARNING SYSTEM, LOWER
365	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
366	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
367	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
368	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
369	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
370	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
371	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
372	87537732	2	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (2)
373	87537738	1	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI*(PAIR) (1)
374	87537744	1	ADDITIONAL WARNING LIGHTS, WHELEN M9 SERIES LED, M9* (PAIR) (1)
375	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
376	88391200	1	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW (1)
377	86537816	2	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (2)
378	88399940	6	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (6)
379	86588888	1	SPECIAL ITEM, WHELEN M9 LED SCENE LIGHT, QTY 1 - LOCATED REAR OF BODY CENTERED ABOVE THE A-1 COMPARTMENT
380	10310320	1	GENERATOR & ACCESSORIES
GENERATOR & ACCESSORIES			
381	88230220	1	GENERATOR, SMART POWER, 10KW TM HYD
382	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS
383	88251100	1	BREAKER PANEL, STD LOCATION (L1)
384	88250100	2	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH (2)
385	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)

Line	Item #	Qty	Item Description/Comments
386	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE (1)
387	88390608	2	SCENE LIGHT, WHELEN PIONEER PFP1AC, LED, TRIPOD, W/SWITCH, 120V (2)
388	88390626	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V (2)
389	10310410	1	PAINT & FINISH
PAINT & FINISH			
390	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)
391	90010020	1	PAINT SCHEME
392	90030010	1	TWO TONE CAB & BODY
393	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
			
394	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
395	90030190	1	TEXTURED FRAME RAIL COATING
396	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
397	90510150	1	3" LETTERING, SCOTCHLITE, UP TO 40
398	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
399	90630500	1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")
400	90630100	1	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (1)
401	90630150	1	2" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (1)
402	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
403	90688888	1	SPECIAL ITEM, DALTON GRAPHICS PACKAGE
404	10310420	1	EQUIPMENT

Line	Item #	Qty	Item Description/Comments
EQUIPMENT			
405	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
406	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
407	89088888	1	SPECIAL ITEM, hook storage in cab transverse area
408		1	**CLAR NOTES, There will be an area built in the transverse compartment in cab for hooks (model specified by FD)
409	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
410	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
411	99031195	1	DEALER DELIVERY
412	99510000	1	WARRANTY, ONE YEAR
413	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
414	PDB001107	1	DEALER SUPPLIED - SHELVING, TRAYS & TURTLE TILE
415	PDB001108	1	DEALER SUPPLIED - EQUIPMENT MOUNTING
416		1	COOPERATIVE PURCHASING AGENCY FEES



PURCHASE AGREEMENT
FOR
SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this ____ day of _____, 2020
by and between the City of Dalton of Dalton, Georgia, hereinafter called
"PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million Two Hundred Seventy-One Thousand, One Hundred Six Dollars & Seven Cents (\$1,271,106.07) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 404 School St., Dalton, GA 30720 within approximately 18 – 20 Months for the 1st Pumper and January 2023 for the 2nd Pumper after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. All terms of the H-GAC Cooperative Agreement with The Sutphen Corporation (H-GAC Buy Contract Number FS12-19) not expressly modified herein shall apply to this Purchase Agreement/End user Agreement.

This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia.

12. VENDOR: Sutphen shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION
By ***Jerry Harley***

Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

THE _____ City of Dalton

By _____

Title _____

Date _____

By _____

Title _____

Date _____

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
tpangle@daltonga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Bill Weaver
Dr. Luis Viamonte
Terry Mathis
Truman Whitfield
Anthony Walker

Date: November 20, 2020

Sutphen Corporation
PO Box 158
Amlin, OH, 43002

We, City of Dalton of Dalton, GA will be purchasing two (2) FS19IIA04 Sutphen Fully Customized Pumper, 4 door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump from Sutphen Corporation, in the amount of \$ \$1,270,106.08 per the HGACBuy contract number FS12-19.

Signature

Title



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-19

Date
Prepared:

11/02/20

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Dalton Fire Department	Contractor:	Sutphen Corporation
Contact Person:	Fire Chief Todd Pangle	Prepared By:	Jerry Harley
Phone:	706-278-7363	Phone:	336-613-8202
Fax:		Fax:	
Email:	tpangle@daltonga.gov	Email:	jharley.wfa@gmail.com
Product Code:	FS19IIC04	Description:	Sutphen Fully Customized Pumper, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$391,299.68

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		SEE ATTACHED	
		Subtotal From Additional Sheet(s):	\$ 197,585.52
		Subtotal B:	\$ 197,585.52

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		SEE ATTACHED	
		Subtotal From Additional Sheet(s):	\$ 45,667.84
		Subtotal C:	\$ 45,667.84

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	634,553.04	=	Subtotal D:	\$ 1,269,106.08
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	\$ -

Delivery Date:

Unit 1: July 2022
Unit 2: Jan 2023

G. Total Purchase Price (D+E+F):

\$ 1,270,106

Dalton Fire Department

PUBLISHED OPTIONS

Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
A	10000150	1	BID SEQUENCE	IATS	\$0.00	\$0.00	\$0.00
A	10000200	1	PROPOSAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
A	10000300	3	~PRECONSTRUCTION CONFERENCE - PER PERSON, PER TRIP	IATS	\$1,250.00	\$3,750.00	\$3,750.00
A	10000310	4	~INSPECTION TRIPS - PER PERSON, PER TRIP	IATS	\$1,250.00	\$5,000.00	\$5,000.00
D	25010000	-1	FRAME, 10" SINGLE RAILS, SINGLE AXLE (50K PSI)	STD	\$0.00	\$0.00	\$0.00
A	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)	IPOS	\$650.11	\$650.11	\$552.59
D	22010000	-1	DRIVE LINE, SPICER, 1710 SERIES	STD	\$0.00	\$0.00	\$0.00
A	22010050	1	DRIVE LINE, SPICER, 1810 SERIES	IPOS	\$1,251.16	\$1,251.16	\$1,063.49
D	23014110	-1	ENGINE, CUMMINS L 9 380HP DOC-DPF-DEF-SCR OBD	STD	\$0.00	\$0.00	\$0.00
A	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD	IPOS	\$27,783.13	\$27,783.13	\$23,615.66
D	23029100	-1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	STD	\$0.00	\$0.00	\$0.00
A	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15	STD	\$0.00	\$0.00	\$0.00
D	23031173	-1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098	STD	\$0.00	\$0.00	\$0.00
A	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230	STD	\$0.00	\$0.00	\$0.00
D	23031210	-1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009	STD	\$0.00	\$0.00	\$0.00
A	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5776	STD	\$0.00	\$0.00	\$0.00
D	47012430	-1	TRANSMISSION, ALLISON GEN 5, EVS3000	STD	\$0.00	\$0.00	\$0.00
A	23110000	1	JACOBS ENGINE BRAKE	STD	\$0.00	\$0.00	\$0.00
D	23110005	-1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES	IPOS	\$0.00	\$0.00	\$0.00
A	21030000	1	FAN CLUTCH	IPOS	\$897.36	\$897.36	\$762.76
D	21030005	-1	FAN CLUTCH (NOT PROVIDED)	STD	\$0.00	\$0.00	\$0.00
A	21030500	1	LONG LIFE ANTIFREEZE, 50/50 MIX	IATS	\$255.78	\$255.78	\$217.41
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	\$0.00	\$0.00	\$0.00
A	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4962PA	IPOS	\$468.06	\$468.06	\$397.85
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	\$284.30	-\$284.30	-\$241.66
A	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY	IPOS	\$771.51	\$771.51	\$655.78
A	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40	IPOS	\$1,175.74	\$1,175.74	\$999.38
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	\$454.73	-\$454.73	-\$386.52
D	14010505	-1	FRONT AXLE, MERITOR MFS-18-133A 18,000 LB.	STD	\$0.00	\$0.00	\$0.00
A	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.	IPOS	\$407.81	\$407.81	\$346.64
D	41010015	-1	SUSPENSION FRONT 18,000 LBS. (3) 54" LEAFS	STD	\$0.00	\$0.00	\$0.00
A	41022120	1	SUSPENSION FRONT 20,000 LBS. (4) 56" LEAFS	IPOS	\$0.00	\$0.00	\$0.00
D	41030100	-1	SUSPENSION, ENHANCED SYSTEM	STD	\$0.00	\$0.00	\$0.00
D	41040500	-1	STEER ASSIST, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	41040510	1	STEER ASSIST	IPOS	\$255.81	\$255.81	\$217.44
D	43010300	-1	FRONT TIRES GOODYEAR 315/80R22.5 LRL G291 HWY 22.5 X 9 WHEELS	STD	\$0.00	\$0.00	\$0.00
A	43010308	1	FRONT TIRES MICHELIN 385/65R22.5 LRJ XZY3 22.5 x 12.25 WHEELS	IPOS	\$250.78	\$250.78	\$213.16
D	44010308	-1	TIRES, REAR, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR	STD	\$0.00	\$0.00	\$0.00
A	44010350	1	TIRES, REAR, MICHELIN 12R22.5 LRH XZE HIGHWAY 24,000 - 27,000 GVWR	IPOS	\$935.75	\$935.75	\$795.39
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	\$0.00	\$0.00	\$0.00
A	44210200	1	WHEELS, ALUM, ALCOA (max 27K rear)	IPOS	\$292.84	\$292.84	\$248.91
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	\$234.09	-\$234.09	-\$198.98
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	\$0.00	\$0.00	\$0.00
A	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)	IPOS	\$1,957.36	\$1,957.36	\$1,663.76
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	\$1,068.71	\$1,068.71	\$908.40
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	\$280.14	\$280.14	\$238.12
A	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS	IATS	\$2,588.40	\$2,588.40	\$2,200.14
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	\$1,664.15	\$1,664.15	\$1,414.53
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	\$693.40	-\$693.40	-\$589.39
D	11031419	-1	CAB DOOR WINDOWS, MANUAL	STD	\$0.00	\$0.00	\$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER	IPOS	\$742.51	\$742.51	\$631.13
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	\$0.00	\$0.00	\$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED	IPOS	\$364.99	\$364.99	\$310.24
A	11031465	1	WINDOW TINTING (LIMO TINT 8%)	IATS	\$264.00	\$264.00	\$224.40
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	\$0.00	\$0.00	\$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	\$690.29	\$690.29	\$586.75
A	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)	STD	\$0.00	\$0.00	\$0.00
D	11024410	-1	UPPER GRILLE, TUBULAR STYLE FACADE (L9)	STD	\$0.00	\$0.00	\$0.00
D	11024602	-1	LOWER GRILLE, POLISHED STAINLESS, FOR TUBULAR GRILLE (L9)	IPOS	\$0.00	\$0.00	\$0.00
A	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING	IPOS	\$521.96	\$521.96	\$443.67
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	\$0.00	\$0.00	

A	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL	IPOS	\$170.33	\$170.33	\$144.78
A	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)	IATS	\$620.25	\$620.25	\$527.21
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	\$712.54	\$712.54	\$605.66
A	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON	IATS	\$93.41	\$93.41	\$79.40
A	12030305	1	FOOT SWITCH, DRIVER'S SIDE	IATS	\$93.41	\$93.41	\$79.40
A	12030310	1	FOOT SWITCH, OFFICER'S SIDE	IATS	\$93.41	\$93.41	\$79.40
A	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON	IATS	\$93.41	\$93.41	\$79.40
A	12550100	1	LOW FREQUENCY ELEC SIREN, WHELEN HOWLER W/(2) SPEAKERS	IATS	\$1,581.74	\$1,581.74	\$1,344.48
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	\$2,814.21	\$2,814.21	\$2,392.08
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	\$93.41	\$93.41	\$79.40
A	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN	IATS	\$93.41	\$93.41	\$79.40
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS	IPOS	\$4,180.16	\$4,180.16	\$3,553.14
D	32520650	-1	HEADLIGHTS, HALOGEN, SINGLE STS HOUSING	IPOS	\$1,169.60	-\$1,169.60	-\$994.16
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)	IPOS	\$462.56	\$462.56	\$393.18
D	48090000	-1	FRONT TURN SIGNALS, TRUCK LITE, HALOGEN (2)	STD	\$0.00	\$0.00	\$0.00
A	27030600	1	COAT HOOKS FOR GRAB HANDRAILS (4)	IATS	\$129.26	\$129.26	\$109.87
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	\$0.00	\$0.00	\$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	\$389.18	\$389.18	\$330.80
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	\$2,829.89	\$2,829.89	\$2,405.41
A	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM	IPOS	\$956.25	\$956.25	\$812.81
A	11032450	3	COMPT DOOR LOCK - NOT PROVIDED	IATS	\$0.00	\$0.00	\$0.00
A	11032100	2	NO OPENING TO CREW SEAT COMPT	STD	\$0.00	\$0.00	\$0.00
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	\$2,829.89	\$2,829.89	\$2,405.41
A	11035400	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB	IATS	\$852.58	\$852.58	\$724.69
A	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB	IATS	\$835.36	\$835.36	\$710.06
A	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD	IPOS	\$0.00	\$0.00	\$0.00
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	\$0.00	\$0.00	\$0.00
D	11032950	-1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	\$132.00	-\$132.00	-\$112.20
A	11032955	1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE CHEVRONS	IPOS	\$297.01	\$297.01	\$252.46
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	\$0.00	\$0.00	\$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	\$0.00	\$0.00	\$0.00
D	11031670	-1	NO STORAGE ON ENGINE ENCLOSURE	STD	\$0.00	\$0.00	\$0.00
A	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE	IPOS	\$566.39	\$566.39	\$481.43
D	22610000	-1	ENGINE HOOD LIGHT, HALOGEN (1)	STD	\$0.00	\$0.00	\$0.00
A	22610050	1	ENGINE HOOD LIGHT, LED (1)	IPOS	\$90.14	\$90.14	\$76.62
A	11031509	1	GLOVE BOX, FDNY STYLE	IPOS	\$565.81	\$565.81	\$480.94
D	11031510	-1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX	STD	\$0.00	\$0.00	\$0.00
A	30031610	1	DOOR AJAR LIGHT, WHELEN TIR3 LED	IATS	\$353.18	\$353.18	\$300.20
A	30031655	1	DOOR AJAR ALARM WITH SILENCE BUTTON	IATS	\$478.13	\$478.13	\$406.41
D	29930200	-1	MAPBOOK SLOT ON BREAKER PANEL	STD	\$0.00	\$0.00	\$0.00
A	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL	IPOS	-\$46.54	-\$46.54	-\$39.56
A	30031777	1	12V POWER POINTS, (4)	IATS	\$341.11	\$341.11	\$289.94
A	30031804	1	12V DUAL PORT USB POWER POINTS, (4)	IATS	\$341.11	\$341.11	\$289.94
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	\$529.23	\$529.23	\$449.85
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	\$308.84	\$308.84	\$262.51
A	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)	IATS	\$852.16	\$852.16	\$724.34
D	28010740	-1	DEFROSTER, HEATER & A/C	IPOS	\$6,600.06	-\$6,600.06	-\$5,610.05
A	28010750	1	DEFROSTER, HEATER & A/C-SEVERE CLIMATE	IPOS	\$7,823.54	\$7,823.54	\$6,650.01
A	28090003	1	HEAT TO FEET	IATS	\$543.64	\$543.64	\$462.09
A	39010120	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)	IPOS	\$970.76	\$970.76	\$825.15
D	39090000	-1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	IPOS	\$823.76	-\$823.76	-\$700.20
A	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)	IPOS	\$2,094.29	\$2,094.29	\$1,780.15
D	39521105	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$823.76	-\$823.76	-\$700.20
A	39521125	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)	IPOS	\$970.76	\$970.76	\$825.15
A	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)	IATS	\$467.01	\$467.01	\$396.96
D	39521106	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$823.76	-\$823.76	-\$700.20
A	39521126	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR)	IPOS	\$970.76	\$970.76	\$825.15
D	39521405	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$823.76	-\$823.76	-\$700.20
D	39521406	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$823.76	-\$823.76	-\$700.20
A	39521427	1	CREW SEAT 5, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR)	IPOS	\$970.76	\$970.76	\$825.15
A	39521428	1	CREW SEAT 6, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR)	IPOS	\$970.76	\$970.76	\$825.15
A	39610000	5	SCBA BRACKETS, BOSTROM, SECURE ALL	IPOS	\$266.01	\$1,330.05	\$1,130.54
D	39610105	-5	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	\$0.00	\$0.00	\$0.00
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	\$0.00	\$0.00	\$0.00
A	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	\$785.54	\$785.54	\$667.71
A	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS	IATS	\$2,916.74	\$2,916.74	\$2,479.23
A	84541600	1	MOUNTING OF CUSTOMERS RADIO-SINGLE HEAD	IATS	\$1,167.54	\$1,167.54	

A	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	\$335.26	\$670.52	\$569.94
A	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT	IATS	\$697.18	\$697.18	\$592.60
A	84530205	1	WIRED INTERCOM, DAVID CLARK - 6 POSITION	IATS	\$8,477.96	\$8,477.96	\$7,206.27
A	84561015	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)	IATS	\$1,754.83	\$1,754.83	\$1,491.61
A	60012550	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	\$0.00	\$0.00	\$0.00
D	60013150	-1	QFLO-1250 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	-\$6,058.84	\$6,058.84	\$5,150.01
A	60026000	1	PUMP PACKING, HALE	STD	\$0.00	\$0.00	\$0.00
D	60026020	-1	MECHANICAL PUMP SEAL, HALE	IPOS	\$811.48	-\$811.48	-\$689.76
A	60031005	1	ALLOY ANODES, HALE	IATS	\$224.19	\$224.19	\$190.56
D	73010201	-1	TANK FILL 2"	STD	\$0.00	\$0.00	\$0.00
A	73010202	1	TANK FILL 1.5"	IPOS	-\$67.34	-\$67.34	-\$57.24
D	61010405	-1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939	STD	\$0.00	\$0.00	\$0.00
A	61020005	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS	IPOS	\$646.83	\$646.83	\$549.81
A	65030000	2	2.5" LEFT SIDE INLET	STD	\$1,278.83	\$2,557.66	\$2,174.01
A	64030000	2	2.5" RIGHT SIDE INLET	STD	\$1,278.83	\$2,557.66	\$2,174.01
A	71025125	1	2.5" DISCHARGE, RIGHT	STD	\$1,364.13	\$1,364.13	\$1,159.51
D	71025130	-1	3" DISCHARGE, RIGHT	IATS	\$1,539.10	-\$1,539.10	-\$1,308.24
A	71530100	1	DISCHARGE 2.5" VALVE 2.5" PIPE TO LEFT REAR	IATS	\$2,814.81	\$2,814.81	\$2,392.59
A	71830100	1	DISCHARGE 2.5" VALVE 2.5" PIPE RIGHT REAR	IATS	\$2,814.81	\$2,814.81	\$2,392.59
A	72030800	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED	IATS	\$1,364.13	\$1,364.13	\$1,159.51
A	72230000	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING	IATS	\$3,695.76	\$3,695.76	\$3,141.40
A	72530100	1	DECK GUN DISCHARGE 3"	IATS	\$1,705.15	\$1,705.15	\$1,449.38
A	72570100	1	DECK GUN TERMINATION, THREADED	STD	\$0.00	\$0.00	\$0.00
A	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT	IATS	\$4,415.20	\$4,415.20	\$3,752.92
A	72555810	1	TASK FORCE TIPS EXTEND-A-GUN	IATS	\$1,483.39	\$1,483.39	\$1,260.88
A	84010010	1	BOOSTER REEL W/200' OF 1" HOSE,NOZZLE & MOUNT	IATS	\$6,849.20	\$6,849.20	\$5,821.82
A	61730005	9	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
A	63030300	1	HALE MASTER INTAKE VALVE, MANUAL CONTROL	IATS	\$3,921.88	\$3,921.88	\$3,333.60
A	63030400	1	HALE MASTER INTAKE VALVE, ELEC	IATS	\$4,734.54	\$4,734.54	\$4,024.36
A	63034655	2	ADAPTER, 6" NST FE X 4" STORZ, 30 DEGREE W/CAP & CHAIN, TFT	IATS	\$284.54	\$569.08	\$483.72
A	61720100	10	VALVE, AKRON HEAVY DUTY	STD	\$0.00	\$0.00	\$0.00
A	61770100	4	ACTUATOR, VALVE, SWING HANDLE	STD	\$0.00	\$0.00	\$0.00
A	61770120	6	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS	IPOS	\$0.00	\$0.00	\$0.00
A	77021010	5	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"	STD	\$0.00	\$0.00	\$0.00
A	60036010	9	THREADS, NST	STD	\$0.00	\$0.00	\$0.00
A	61840265	1	ADAPTER, 3" NST FE X 4" STORZ W/CAP & CHAIN, TFT	IATS	\$183.56	\$183.56	\$156.03
A	73540016	1	FOAM SUPPLY SYSTEM, ELKHART W/FLUSH (FOR EXTERNAL EDUCTOR)	IATS	\$2,477.39	\$2,477.39	\$2,105.78
A	73540020	1	FOAM EDUCTOR, AKRON 125 GPM EXTERNAL	IATS	\$935.54	\$935.54	\$795.21
A	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK	IATS	\$812.75	\$812.75	\$690.84
D	74931300	-1	PUMP FINISH, PAINTED BY SUTPHEN	STD	\$0.00	\$0.00	\$0.00
A	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG	IPOS	\$0.00	\$0.00	\$0.00
D	74931500	-1	PLUMBING FINISH, PAINTED	STD	\$0.00	\$0.00	\$0.00
A	74931510	1	PLUMBING FINISH, NON-PAINTED	IPOS	\$0.00	\$0.00	\$0.00
D	74931600	-1	EXTERIOR DUNNAGE AREA PANEL, BLACK VINYL	IPOS	\$0.00	\$0.00	\$0.00
A	74931610	1	EXTERIOR DUNNAGE AREA PANEL, DIAMONDPLATE	STD	\$0.00	\$0.00	\$0.00
A	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES	IATS	\$1,973.06	\$1,973.06	\$1,677.10
A	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL	IATS	\$341.04	\$341.04	\$289.88
A	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL	IATS	\$837.53	\$837.53	\$711.90
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	\$170.50	\$170.50	\$144.93
A	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)	IATS	\$1,512.10	\$1,512.10	\$1,285.29
A	77540100	1	GAUGE, FOAM LEVEL, INNOVATIVE CONTROLS SL-14	IATS	\$700.20	\$700.20	\$595.17
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	\$0.00	\$0.00	\$0.00
A	83525200	1	WATER TANK BRAND, UPF	IPOS	\$0.00	\$0.00	\$0.00
A	83510105	1	WATER TANK, 750 GAL, POLY	IPOS	\$3,279.94	\$3,279.94	\$2,787.95
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	\$3,260.00	-\$3,260.00	-\$2,771.00
D	80110410	-1	BODY PA-11 RES 30/53 LOW RGT, ELEC RACK	IPOS	\$166,212.50	-\$166,212.50	-\$141,280.63
A	80110420	1	BODY PA-12 RES 43/53, LAD CHUTE	IPOS	\$177,496.25	\$177,496.25	\$150,871.81
D	10210210	-1	~METALS SURCHARGE - BODY, PA11	IATS	\$10,070.00	-\$10,070.00	-\$10,070.00
A	10210220	1	~METALS SURCHARGE - BODY, PA12	IATS	\$10,754.00	\$10,754.00	\$10,754.00
D	80220101	-1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH	STD	\$0.00	\$0.00	\$0.00
A	80220120	1	COMPT DOORS, HINGED (ALUM)	IPOS	\$0.00	\$0.00	\$0.00
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	\$1,023.11	-\$1,023.11	-\$869.64
A	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED	IPOS	\$4,118.75	\$4,118.75	\$3,500.94
A	81431210	1	REAR HOSEBED COVER, WEBBING	IPOS	\$605.63	\$605.63	\$514.79
D	81440201	-1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB	STD	\$0.00	\$0.00	\$0.00
A	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES	IPOS	\$267.75	\$267.75	\$227.59
A	81330300	1	HOSE BED DIVIDER, ADJ (1)	IATS	\$682.06	\$682.06	\$579.75
A	81332020	3	HOSEBED LIGHTING, FEDERAL SIGNAL COMPLEX LED LIGHT STRIP (EA)	IATS	\$294.85	\$884.55	\$751.87
A	82072800	4	CHROME GRAB HANDLE	IATS	\$51.14	\$204.56	

A	82032000	1	FULL WIDTH TREADPLATE REAR STEP BELOW HOSEBED ABOVE REAR COMPT	IATS	\$451.90	\$451.90	\$384.12
A	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)	IATS	\$939.53	\$939.53	\$798.60
A	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHKEK LIGHTWEIGHT	STD	\$0.00	\$0.00	\$0.00
D	88520300	-1	DELETE 6" SUCTION HOSE	IPOS	-\$833.49	\$833.49	\$708.47
A	88540500	1	SUCTION HOSE TO BE SHIPPED LOOSE	IPOS	-\$838.14	-\$838.14	-\$712.42
D	88540550	-1	DELETE STD SUCTION HOSE MTG	IPOS	-\$838.14	\$838.14	\$712.42
A	88550100	1	STRAINER, 6" KOCHKEK BARREL	STD	\$0.00	\$0.00	\$0.00
D	88550300	-1	STRAINER NOT PROVIDED	IPOS	-\$190.18	\$190.18	\$161.65
D	89510002	-1	LADDER MOUNTING, CHROME PLATED BRACKETS	IPOS	-\$4,378.84	\$4,378.84	\$3,722.01
A	89510200	1	LADDER CHUTE	IPOS	\$0.00	\$0.00	\$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	\$63.70	\$63.70	\$54.15
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	85010110	-1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	IPOS	\$1,382.89	-\$1,382.89	-\$1,175.46
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	\$1,866.45	\$1,866.45	\$1,586.48
D	85110000	-1	ICC LIGHTS	STD	\$0.00	\$0.00	\$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	\$467.03	\$467.03	\$396.98
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, HALOGEN	STD	\$0.00	\$0.00	\$0.00
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY AG FLOOD, HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-\$171.71	-\$171.71	-\$145.95
D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	\$2,761.35	-\$2,761.35	-\$2,347.15
A	86610140	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 16 MODULES	IPOS	\$4,610.65	\$4,610.65	\$3,919.05
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	\$832.98	-\$832.98	-\$708.03
A	86710120	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, MCFLED2* (PAIR)	IPOS	\$1,732.64	\$1,732.64	\$1,472.74
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$654.45	-\$654.45	-\$556.28
A	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)	IPOS	\$1,308.89	\$1,308.89	\$1,112.56
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	\$0.00	\$0.00	\$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	\$0.00	\$0.00	\$0.00
A	87537732	2	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR)	IATS	\$657.05	\$1,314.10	\$1,116.99
A	87537738	1	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI*(PAIR)	IATS	\$807.13	\$807.13	\$686.06
A	87537744	1	ADDITIONAL WARNING LIGHTS, WHELEN M9 SERIES LED, M9* (PAIR)	IATS	\$1,013.78	\$1,013.78	\$861.71
A	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"	IATS	\$1,741.01	\$1,741.01	\$1,479.86
A	88391200	1	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW	IATS	\$1,871.18	\$1,871.18	\$1,590.50
A	86537816	2	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR)	IATS	\$1,344.85	\$2,689.70	\$2,286.25
A	88399940	6	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA)	IATS	\$301.99	\$1,811.94	\$1,540.15
A	88230220	1	GENERATOR, SMART POWER, 10KW TM HYD	IATS	\$13,683.93	\$13,683.93	\$11,631.34
A	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS	IATS	\$497.80	\$497.80	\$423.13
A	88251100	1	BREAKER PANEL, STD LOCATION (L1)	STD	\$0.00	\$0.00	\$0.00
A	88250100	2	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	\$341.04	\$682.08	\$579.77
A	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3	IATS	\$3,264.51	\$3,264.51	\$2,774.83
A	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE	IATS	\$1,010.71	\$1,010.71	\$859.10
A	88390608	2	SCENE LIGHT, WHELEN PIONEER PFP1AC, LED, TRIPOD, W/SWITCH, 120V	IATS	\$2,255.36	\$4,510.72	\$3,834.11
A	88390626	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V	IATS	\$2,929.61	\$5,859.22	\$4,980.34
A	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)	IATS	\$0.00	\$0.00	\$0.00
D	90030004	-1	PAINT, SINGLE TONE	STD	\$0.00	\$0.00	\$0.00
A	90030010	1	TWO TONE CAB & BODY	IATS	\$3,410.35	\$3,410.35	\$2,898.80
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	\$364.14	\$364.14	\$309.52
D	90510100	-1	LETTERING, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	90510150	1	3" LETTERING, SCOTCHLITE, UP TO 40	IPOS	\$970.76	\$970.76	\$825.15
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	\$405.50	-\$405.50	-\$344.68
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	\$510.35	\$510.35	\$433.80
A	90630500	1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")	IPOS	\$491.63	\$491.63	\$417.89
A	90630100	1	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	\$426.30	\$426.30	\$362.36
A	90630150	1	2" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	\$554.19	\$554.19	\$471.06
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	\$852.58	\$852.58	\$724.69
D	99031105	-1	PICK-UP UNIT AT FACTORY	STD	\$0.00	\$0.00	\$0.00
TOTAL PUBLISHED OPTIONS:						\$230,788.66	\$197,585.52

Dalton Fire Department

NON-PUBLISHED OPTIONS

<u>Add, Change, Delete</u>	<u>OPTION #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A	10088888	1	SUTPHEN MONARCH CHASSIS PACKAGE	\$5,000.00	\$5,000.00
A	10290100	1	~ENGINE SURCHARGE, CUMMINS	\$1,200.00	\$1,200.00
A	47088888	1	TRANSMISSION, ALLISON GEN 5, EVS4000	\$10,832.15	\$10,832.15
A	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF	\$0.00	\$0.00
A	18030140	1	AIR INLET CONNECTION	\$0.00	\$0.00
A	54088888	1	SPECIAL ITEM, KUSSMAUL DELUXE STATUS CENTER 091-194X-IND	\$200.00	\$200.00
A	52030200	1	WINDSHIELD WASHER RESERVOIR	\$0.00	\$0.00
A	20030500	1	NO CUT-OUT IN STORAGE WELL COVER	\$0.00	\$0.00
A	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X12/X15 STYLE)	\$0.00	\$0.00
A	32530750	1	ICC, ROOF MOUNTED MARKERS, GROTE	\$0.00	\$0.00
A	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	\$348.99	\$348.99
A	11031712	1	UPPER CREW DOOR AREA, OPEN	\$0.00	\$0.00
A	30010500	1	LOWER COMMAND CONSOLE, L9 & X12	\$0.00	\$0.00
A	11088888	1	SPECIAL ITEM, Mount Customer's Knox Box	\$650.00	\$650.00
A	61810150	6	DISCHARGE TERMINATION, 30 DEGREE ELBOW	\$0.00	\$0.00
A	61810160	1	DISCHARGE TERMINATION, STRAIGHT	\$0.00	\$0.00
A	75088888	1	SPECIAL ITEM, SEAT BELT STRAPS W/ AIRPLANE BUCKLES	\$200.00	\$200.00
A	80230300	1	COMPT INTERIOR FINISH, SMOOTH	\$0.00	\$0.00
A	80230400	1	HINGED COMPT DOORS INTERIOR FINISH, SMOOTH	\$0.00	\$0.00
A	81330100	1	STANDARD HOSEBED HEIGHT	\$0.00	\$0.00
A	81331150	1	ALUM HOSEBED COVER SUPPORT, FIXED CENTER	\$0.00	\$0.00
A	81388888	1	SPECIAL ITEM, TWO INCH WEBBING WITH AIRPLANE STAINLESS BUCKLES FOR REAR FLAP ON HOSEBED COVER	\$400.00	\$400.00
A	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (4)	\$0.00	\$0.00
A	89988888	1	SPECIAL ITEM, ENCLOSED HARD SUCTION HOSE, HOSEBED, OFFICER SIDE	\$1,200.00	\$1,200.00
A	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE	\$0.00	\$0.00
A	89088888	1	SPECIAL ITEM, Enclose ladder chute	\$1,700.00	\$1,700.00
A	85710050	1	UNDERCARRIAGE GROUND LIGHTS, AMDOR LUMABAR H20 LED	\$394.28	\$394.28
A	85730050	6	ADDITIONAL GROUND LIGHT, AMDOR LUMABAR H20 LED (6)	\$167.41	\$1,004.48
A	86588888	1	SPECIAL ITEM, WHELEN M9 LED SCENE LIGHT, QTY 1 - LOCATED REAR OF BODY CENTERED ABOVE THE A-1 COMPARTMENT	\$537.94	\$537.94
A	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD	\$0.00	\$0.00
A	90030190	1	TEXTURED FRAME RAIL COATING	\$0.00	\$0.00
A	90688888	1	SPECIAL ITEM, DALTON GRAPHICS PACKAGE	\$5,000.00	\$5,000.00
A	89088888	1	SPECIAL ITEM, hook storage in cab transverse area	\$500.00	\$500.00
A	99031195	1	DEALER DELIVERY	\$1,500.00	\$1,500.00
A	PDB001107	1	DEALER SUPPLIED - SHELVING, TRAYS & TURTLE TILE	\$8,500.00	\$8,500.00
A	PDB001108	1	DEALER SUPPLIED - EQUIPMENT MOUNTING	\$6,500.00	\$6,500.00
			TOTAL NON-PUBLISHED OPTIONS:		\$45,667.84



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-20

Agenda Item: Updated Agreements for Leased Employees

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget

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

Updated agreements for employees leased by DWRSWMA, DDDA, CVB, and DWCDC.

CITY OF DALTON
EMPLOYEE LEASE AGREEMENT

THIS EMPLOYEE LEASE AGREEMENT entered into this _____ day of _____, 2020 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Downtown Dalton Development Authority, an Authority created by the State of Georgia (the "Authority").

WHEREAS, the Authority desires to lease employees from the City for the purpose of staffing the Downtown Dalton Development Authority (the "DDDA"); and

WHEREAS, the City is willing to lease certain employees to the Authority upon the terms and conditions set forth herein.

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

1. **Services.** The City shall provide the Authority with the personnel named in Exhibit "A" attached hereto and made a part hereof (the "Leased Employees"). Exhibit "A" may be amended from time to time by the mutual consent of the parties. The governing authorities of each Party hereby authorize their respective Executive Director and Human Resources Director to mutually designate by addition or deletion employees identified on Exhibit "A".
2. **Term.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be two (2) years commencing on the date of its execution by the parties. This Agreement shall automatically extend for additional one (1) year terms until terminated as provided herein. Provided, however, in no event shall the aggregate term of this Agreement exceed fifty (50) years.
3. **Place of Performance.** All work and services to be performed by Leased Employees shall be conducted at the DDDA. The Authority shall comply with all federal, state and local laws and regulations pertaining with employee safety and civil rights.
4. **Obligations.**
 - (a) The parties acknowledge that the City is an independent contractor and that the Leased Employees are employed solely by the City. The City shall be responsible for all matters related to the payment of federal and state payroll taxes, workers' compensation insurance, wages and City approved health, pension and/or retirement plan and other benefit plans of the Leased

Employees.

- (b) The Authority may make recommendations to the City regarding the hiring, disciplining and termination of Leased Employees, but the final decision in such matters and all other matters relating to the Leased Employees shall be made by the City in its sole discretion, except as provided otherwise in subparagraphs 4(c) and (d) herein.
- (c) The Authority shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Authority shall comply with, the City's published employee policies and procedures. The Authority shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Authority shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Authority shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

5. **Lease Payments.** For all services rendered by the City pursuant to this Agreement, the Authority, during the term hereof, shall pay to the City a monthly lease payment equal to (excludes workers compensation insurance invoiced annually in January):

- (a) The gross wages, taxes, unemployment compensation, and accrued compensated absences of the Leased Employees for the month;
- (b) The pro-rata contribution in an amount determined by the City for the Leased Employees to the City's health, pension and/or retirement plan and workers' compensation plans;
- (c) Any amount exceeding the contribution in subsection (b) hereof and paid by the City during the month to or on behalf of a Leased Employee under the City's health, pension and/or retirement plan or workers' compensation plans;
- (d) Any judgment, fine, penalty, expense, cost or charge the City is required to pay or incurs during the month as a result of a breach of this Agreement by the Authority or pertaining in any way to a Leased Employee.
- (e) The pro-rata cost in an amount determined by the City for the Leased Employees for services provided by the City Administration, Information Technology, Human Resources and Finance Departments.

All Lease payments shall be due and payable by the 15th day following the end of each calendar month.

6. **Indemnification.** To the extent not covered and/or paid by applicable insurance, the Authority shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of the rendering of services for the Authority provided pursuant to this Agreement, including, but not limited to, claims pertaining to discrimination, harassment, wages or employee benefits.

7. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination, the Authority shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, in case of the City to the City Administrator, P.O. Box 1205, Dalton, Georgia 30722-1205 and in case of the Authority to the Executive Director, 305 S. Depot Street, Dalton, GA, 30720.

9. **Construction.** This Agreement shall be governed by the laws of the state of Georgia. The waiver by any party hereof of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement contains the entire agreement of the parties concerning the subject matter herein and may not be changed except by written agreement duly executed by the parties hereto who are affected by the change. It is agreed that any court, administrative party or other entity interpreting or construing this Agreement shall not apply the presumption that any provision hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto have fully participated in the preparation of all provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall not be assignable.

10. **Severability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date and year first above written.

City of Dalton

By: _____
Mayor

Attest: _____
City Clerk

Downtown Dalton Development Authority

By: _____
Chairperson

Attest: _____
Secretary

CITY OF DALTON
EMPLOYEE LEASE AGREEMENT

THIS EMPLOYEE LEASE AGREEMENT entered into this _____ day of _____, 2020 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Dalton-Whitfield Community Development Corporation, a Nonprofit Corporation created by the State of Georgia (the "Corporation").

WHEREAS, the Corporation desires to lease employees from the City for the purpose of staffing the Dalton-Whitfield Community Development Corporation (the "DWCDC"); and

WHEREAS, the City is willing to lease certain employees to the Corporation upon the terms and conditions set forth herein.

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

1. **Services.** The City shall provide the Corporation with the personnel named in Exhibit "A" attached hereto and made a part hereof (the "Leased Employees"). Exhibit "A" may be amended from time to time by the mutual consent of the parties. The governing authorities of each Party hereby authorize their respective Executive Director and Human Resources Director to mutually designate by addition or deletion employees identified on Exhibit "A".

2. **Term.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be two (2) years commencing on the date of its execution by the parties. This Agreement shall automatically extend for additional one (1) year terms until terminated as provided herein. Provided, however, in no event shall the aggregate term of this Agreement exceed fifty (50) years.

3. **Place of Performance.** All work and services to be performed by Leased Employees shall be conducted at the DWCDC. The Corporation shall comply with all federal, state and local laws and regulations pertaining with employee safety and civil rights.

4. Obligations.

- (a) The parties acknowledge that the City is an independent contractor and that the Leased Employees are employed solely by the City. The City shall be responsible for all matters related to the payment of federal and state payroll taxes, workers' compensation insurance, wages and City approved health,

pension and/or retirement plan and other benefit plans of the Leased Employees.

- (b) The Corporation may make recommendations to the City regarding the hiring, disciplining and termination of Leased Employees, but the final decision in such matters and all other matters relating to the Leased Employees shall be made by the City in its sole discretion, except as provided otherwise in subparagraphs 4(c) and (d) herein.
- (c) The Corporation shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Corporation shall comply with, the City's published employee policies and procedures. The Corporation shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Corporation shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Corporation shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

5. **Lease Payments.** For all services rendered by the City pursuant to this Agreement, the Corporation, during the term hereof, shall pay to the City a monthly lease payment equal to (excluded workers compensation invoiced annually in January of each year):

- (a) The gross wages, taxes, unemployment compensation, and accrued compensated absences of the Leased Employees for the month;
- (b) The pro-rata contribution in an amount determined by the City for the Leased Employees to the City's health, pension and/or retirement plan and workers' compensation plans;
- (c) Any amount exceeding the contribution in subsection (b) hereof and paid by the City during the quarter to or on behalf of a Leased Employee under the City's health, pension and/or retirement plan or workers' compensation plans;
- (d) Any judgment, fine, penalty, expense, cost or charge the City is required to pay or incurs during the quarter as a result of a breach of this Agreement by the Corporation or pertaining in any way to a Leased Employee.
- (e) The pro-rata cost in an amount determined by the City for the Leased Employees for services provided by the City Administration, Information Technology, Human Resources and Finance Departments.

All Lease payments shall be due and payable by the 15th day following the end of each calendar month.

6. **Indemnification.** To the extent not covered and/or paid by applicable insurance, the Corporation shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of the rendering of services for the Corporation provided pursuant to this Agreement, including, but not limited to, claims pertaining to discrimination, harassment, wages or employee benefits.

7. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination, the Corporation shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, in case of the City to the City Administrator, P.O. Box 1205, Dalton, Georgia 30722-1205 and in case of the Corporation to the Chairperson / Executive Director, 407 S Thornton Avenue, Suite 3, Dalton, GA, 30720.

9. **Construction.** This Agreement shall be governed by the laws of the state of Georgia. The waiver by any party hereof of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement contains the entire agreement of the parties concerning the subject matter herein and may not be changed except by written agreement duly executed by the parties hereto who are affected by the change. It is agreed that any court, administrative party or other entity interpreting or construing this Agreement shall not apply the presumption that any provision hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto have fully participated in the preparation of all provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall not be assignable.

10. **Severability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date and year first above written.

City of Dalton

By: _____
Mayor

Attest: _____
City Clerk

Dalton-Whitfield Community Development Corporation

By: _____
Chairperson / Executive Director

Attest: _____
Secretary

CITY OF DALTON
EMPLOYEE LEASE AGREEMENT

THIS EMPLOYEE LEASE AGREEMENT entered into this _____ day of _____, 2020 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Dalton-Whitfield Regional Solid Waste Management Authority, an Authority created by the State of Georgia (the "Authority").

WHEREAS, the Authority desires to lease employees from the City for the purpose of staffing the Dalton-Whitfield Regional Solid Waste Authority (the "DWRSWMA"); and

WHEREAS, the City is willing to lease certain employees to the Authority upon the terms and conditions set forth herein.

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

1. **Services.** The City shall provide the Authority with the personnel named in Exhibit "A" attached hereto and made a part hereof (the "Leased Employees"). Exhibit "A" may be amended from time to time by the mutual consent of the parties. The governing authorities of each Party hereby authorize their respective Executive Director and Human Resources Director to mutually designate by addition or deletion employees identified on Exhibit "A".
2. **Term.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be two (2) years commencing on the date of its execution by the parties. This Agreement shall automatically extend for additional one (1) year terms until terminated as provided herein. Provided, however, in no event shall the aggregate term of this Agreement exceed fifty (50) years.
3. **Place of Performance.** All work and services to be performed by Leased Employees shall be conducted at the DWRSWMA. The Authority shall comply with all federal, state and local laws and regulations pertaining with employee safety and civil rights.
4. **Obligations.**
 - (a) The parties acknowledge that the City is an independent contractor and that the Leased Employees are employed solely by the City. The City shall be responsible for all matters related to the payment of federal and state payroll taxes, workers' compensation insurance, wages and City approved health,

pension and/or retirement plan and other benefit plans of the Leased Employees.

- (b) The Authority may make recommendations to the City regarding the hiring, disciplining and termination of Leased Employees, but the final decision in such matters and all other matters relating to the Leased Employees shall be made by the City in its sole discretion, except as provided otherwise in subparagraphs 4(c) and (d) herein.
- (c) The Authority shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Authority shall comply with, the City's published employee policies and procedures. The Authority shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Authority shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Authority shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

5. **Lease Payments.** For all services rendered by the City pursuant to this Agreement, the Authority, during the term hereof, shall pay to the City a monthly lease payment equal to (excludes workers compensation invoiced annually in January of each year):

- (a) The gross wages, taxes, unemployment compensation, and accrued compensated absences of the Leased Employees for the month;
- (b) The pro-rata contribution in an amount determined by the City for the Leased Employees to the City's health, pension and/or retirement plan and workers' compensation plans;
- (c) Any amount exceeding the contribution in subsection (b) hereof and paid by the City during the month to or on behalf of a Leased Employee under the City's health, pension and/or retirement plan or workers' compensation plans;
- (d) Any judgment, fine, penalty, expense, cost or charge the City is required to pay or incurs during the month as a result of a breach of this Agreement by the Authority or pertaining in any way to a Leased Employee.
- (e) The pro-rata cost in an amount determined by the City for the Leased Employees for services provided by the City Administration, Information Technology, Human Resources and Finance Departments.

All Lease payments shall be due and payable by the 15th day following the end of each calendar month.

6. **Indemnification.** To the extent not covered and/or paid by applicable insurance, the Authority shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of the rendering of services for the Authority provided pursuant to this Agreement, including, but not limited to, claims pertaining to discrimination, harassment, wages or employee benefits.

7. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination, the Authority shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, in case of the City to the City Administrator, P.O. Box 1205, Dalton, Georgia 30722-1205 and in case of the Authority to the Chairperson / Executive Director, P.O. Box 1205, Dalton, GA 30722-1205.

9. **Construction.** This Agreement shall be governed by the laws of the state of Georgia. The waiver by any party hereof of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement contains the entire agreement of the parties concerning the subject matter herein and may not be changed except by written agreement duly executed by the parties hereto who are affected by the change. It is agreed that any court, administrative party or other entity interpreting or construing this Agreement shall not apply the presumption that any provision hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto have fully participated in the preparation of all provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall not be assignable.

10. **Severability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date and year first above written.

City of Dalton

By: _____
Mayor

Attest: _____
City Clerk

Dalton-Whitfield Regional Solid Waste Management Authority

By: _____
Chairperson

Attest: _____
Secretary

CITY OF DALTON
EMPLOYEE LEASE AGREEMENT

THIS EMPLOYEE LEASE AGREEMENT entered into this _____ day of _____, 2020 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Dalton-Whitfield Convention & Visitors Bureau, Inc. a Nonprofit Corporation (the "Corporation").

WHEREAS, the Corporation desires to lease employees from the City for the purpose of staffing the Dalton-Whitfield Convention & Visitors Bureau, Inc. (the "CVB"); and

WHEREAS, the City is willing to lease certain employees to the Corporation upon the terms and conditions set forth herein.

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

1. **Services.** The City shall provide the Corporation with the personnel named in Exhibit "A" attached hereto and made a part hereof (the "Leased Employees"). Exhibit "A" may be amended from time to time by the mutual consent of the parties. The governing authorities of each Party hereby authorize their respective Executive Director and Human Resources Director to mutually designate by addition or deletion employees identified on Exhibit "A".

2. **Term.** Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall be two (2) years commencing on the date of its execution by the parties. This Agreement shall automatically extend for additional one (1) year terms until terminated as provided herein. Provided, however, in no event shall the aggregate term of this Agreement exceed fifty (50) years.

3. **Place of Performance.** All work and services to be performed by Leased Employees shall be conducted at the CVB. The Corporation shall comply with all federal, state and local laws and regulations pertaining with employee safety and civil rights.

4. Obligations.

- (a) The parties acknowledge that the City is an independent contractor and that the Leased Employees are employed solely by the City. The City shall be responsible for all matters related to the payment of federal and state payroll taxes, workers' compensation insurance, wages and City approved health, pension and/or retirement plan and other benefit plans of the Leased Employees.

- (b) The Corporation may make recommendations to the City regarding the hiring, disciplining and termination of Leased Employees, but the final decision in such matters and all other matters relating to the Leased Employees shall be made by the City in its sole discretion, except as provided otherwise in subparagraphs 4(c) and (d) herein.
- (c) The Corporation shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Corporation shall comply with, the City's published employee policies and procedures. The Corporation shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Corporation shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Corporation shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

5. **Lease Payments.** For all services rendered by the City pursuant to this Agreement, the Corporation, during the term hereof, shall pay to the City a monthly lease payment equal to (excludes workers compensation invoiced annually in January of each year):

- (a) The gross wages, taxes, unemployment compensation, and accrued compensated absences of the Leased Employees;
- (b) The pro-rata contribution in an amount determined by the City for the Leased Employees to the City's health, pension and/or retirement plan and workers' compensation plans;
- (c) Any amount exceeding the contribution in subsection (b) hereof and paid by the City during the month to or on behalf of a Leased Employee under the City's health, pension and/or retirement plan or workers' compensation plans;
- (d) Any judgment, fine, penalty, expense, cost or charge the City is required to pay or incurs during the month as a result of a breach of this Agreement by the Corporation or pertaining in any way to a Leased Employee.
- (e) The pro-rata cost in an amount determined by the City for the Leased Employees for services provided by the City Administration, Information Technology, Human Resources and Finance Departments.

All Lease payments shall be due and payable by the 15th day following the end of each calendar month.

6. **Indemnification.** To the extent not covered and/or paid by applicable insurance, the Corporation shall indemnify and hold the City harmless from all claims, damages, costs and expenses, including actual attorney's fees, the City may incur arising out of the rendering of services for the Corporation provided pursuant to this Agreement, including, but not limited to, claims pertaining to discrimination, harassment, wages or employee benefits.

7. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination, the Corporation shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, in case of the City to the City Administrator, P.O. Box 1205, Dalton, Georgia 30722-1205 and in case of the Corporation to the Chairperson of the Board of Directors / Executive Director, 305 S. Depot Street, Dalton, GA, 30720.

9. **Construction.** This Agreement shall be governed by the laws of the state of Georgia. The waiver by any party hereof of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement contains the entire agreement of the parties concerning the subject matter herein and may not be changed except by written agreement duly executed by the parties hereto who are affected by the change. It is agreed that any court, administrative party or other entity interpreting or construing this Agreement shall not apply the presumption that any provision hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the parties hereto have fully participated in the preparation of all provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement shall not be assignable.

10. **Severability.** Each provision of this Agreement shall be considered severable and, if for any reason any provision hereof is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date and year first above written.

City of Dalton

By: _____
Mayor

Attest: _____
City Clerk

Dalton-Whitfield Convention & Visitors Bureau, Inc.

By: _____
Chairperson / Executive Director

Attest: _____
Secretary

2021 COST ALLOCATION PLAN

2021 Indirect Allocations

2/31/19 Audited #'s	Information Technology			HR and Payroll			Accounts Payable & Vendor Compliance			Accounting/P R/HR Software				
Dept	# of Devices	% of Total	\$ 528,692	# W-2's	% of Total	\$ 369,954	# PO's	% of Total	\$ 90,016	\$ 77,140	Total	Recreation Dept. Admin & Acct Services	Mowing & Maintenance	Total
ected Officials	8	0.9%	4,602	5	0.7%	2,418	40	0.4%	352	149	7,522			
Administration	8	0.9%	4,602	5	0.7%	2,418	86	0.8%	758	2,085	9,863			
ty Clerk	22	2.4%	12,656	5	0.7%	2,418	129	1.3%	1,137	4,741	20,952			
nance	37	4.0%	21,286	6	0.8%	2,902	291	2.8%	2,564	2,799	29,551			
uman Resources	16	1.7%	9,205	3	0.4%	1,451	98	1.0%	864	2,116	13,635			
	16	1.7%	9,205	5	0.7%	2,418	65	0.6%	573	2,035	14,231			
Municipal Court	39	4.2%	22,436	6	0.8%	2,902	191	1.9%	1,683	2,476	29,497			
re	129	14.0%	74,212	100	13.1%	48,360	974	9.5%	8,583	8,609	139,765			
Police	391	42.5%	224,939	117	15.3%	56,581	1,025	10.0%	9,032	9,171	299,724			
Public Works	69	7.5%	39,695	86	11.2%	41,590	2,308	22.6%	20,338	12,038	113,661			
recreation	101	11.0%	58,104	219	28.6%	105,908	1,747	17.1%	15,395	9,782	189,190			
Senior Center	21	2.3%	12,081	16	2.1%	7,738	302	3.0%	2,661	2,897	25,377	15,740	4,903	\$ 47,857
irport	27	2.9%	15,533	5	0.7%	2,418	276	2.7%	2,432	2,673	23,056			
olf Course	26	2.8%	14,958	42	5.5%	20,311	500	4.9%	4,406	3,780	43,455			
WRSWMA	6	0.7%	3,452	48	6.3%	23,213	1,684	16.5%	14,840	8,745	50,249			
onvention Center	3	0.3%	1,726	69	9.0%	33,368	-	0.0%	-	914	36,008			
VB	-	0.0%	-	19	2.5%	9,188	-	0.0%	-	346	9,534			
DDA	-	0.0%	-	4	0.5%	1,934	-	0.0%	-	62	1,997			
WCDC	-	0.0%	-	5	0.7%	2,418	-	0.0%	-	157	2,575			
ther funds	-	0.0%	-	-	0.0%	-	499	4.9%	4,397	1,564	5,961			
	-	0.0%	-	-	0.0%	-	-	0.0%	-	-	-			
	-	0.0%	-	-	0.0%	-	-	0.0%	-	-	-			
	919	100.0%	\$ 528,692	765	100.0%	\$ 369,954	10,215	100.0%	\$ 90,016	\$ 77,140	1,065,802	\$ 1,065,802		



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/20

Agenda Item: Traffic Control Change - 'No Parking - South Side of the Street' between 7AM- 11PM & 'No Parking - North Side of the Street' at Any Time for Hale Bowen Drive

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, Location Map, and Photos.

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: 'No Parking - South Side of the Street' between 7AM-11PM & 'No Parking - North Side of the Street' at Any Time for Hale Bowen Drive

Location: Hale Bowen Drive (Veterans Drive to Park Creek School Property)

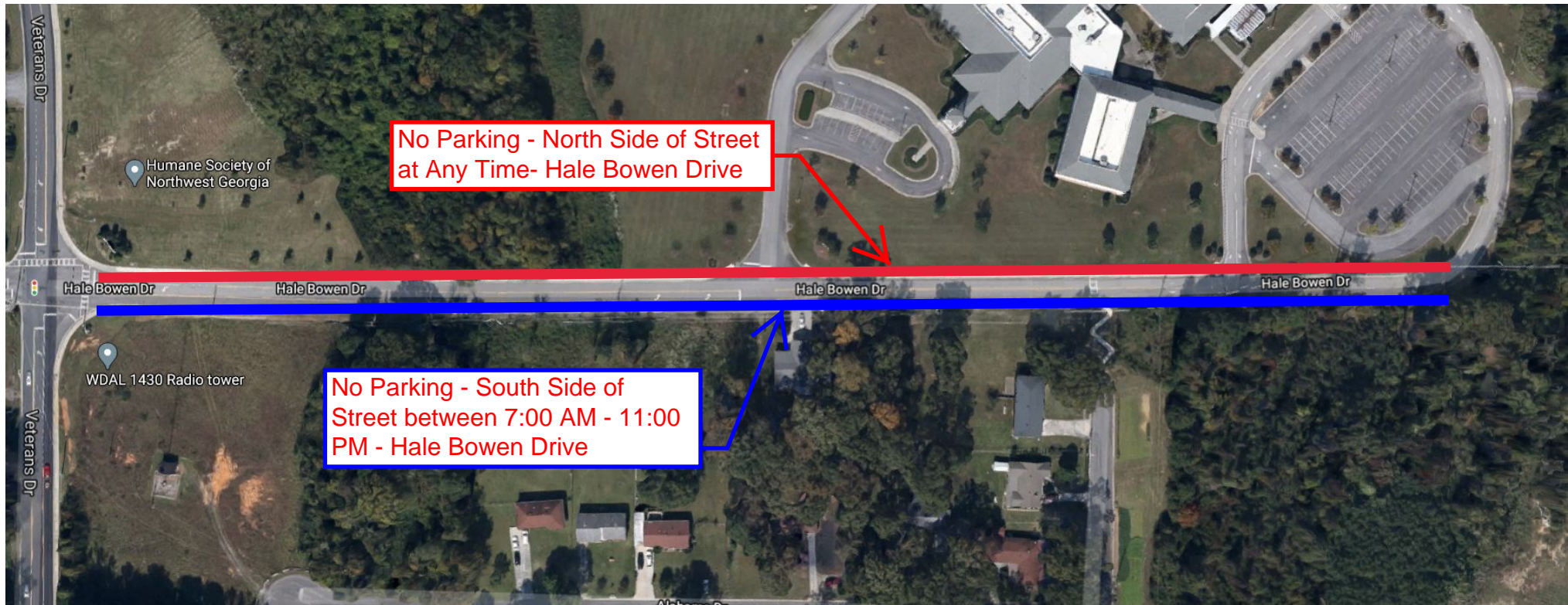
Comments: The purpose of this Traffic Control Change is to prohibit on-street parking for the south side of the street on Hale Bowen Drive between the hours of 7:00 AM – 11:00 PM. Parking on the north side of the street will be prohibited at all times. Cars parked on the sides of the street are impeding the traffic flow for the student pick-up/drop off line at Park Creek Elementary. The overflow residential parking is creating site distance issues, as well. If the Traffic Control Change is approved, the Public Work Traffic Division will post "No Parking" signs as outlined above.

Date of Approval: _____

Mayor's Signature: _____

12-07-2020

Traffic Control Change - Hale Bowen Drive



Traffic Control Change - Hale Bowen Drive





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/20

Agenda Item: Change Order 1 - Additional Milling and Resurfacing Locations for 2020 LMIG Milling and Resurfacing - Various City Streets

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$234,975.40 (unit pricing)

Funding Source if Not in Budget Service Delivery Agreement & 2015 SPLOST

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

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to modify the contract for the 2020 LMIG Milling and Resurfacing Project to include eight (8) additional locations for milling and resurfacing. The purpose of the change order is to fulfill the terms of the Service Delivery Agreement with Whitfield County for the \$200,000, or equivalent value of 'in-kind' work. With that said, the Service Delivery Agreement is the main funding source for the additional locations.

See attached for the list for the eight (8) additional locations.

The Finance Department has created a charge account (#320110-007133-SP176) to fund this project.



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: 2020 LMIG Milling and Resurfacing Various City Streets

CONTRACTOR: Northwest Georgia Paving, Inc.

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to modify the contract for the 2020 LMIG Milling and Resurfacing Project to include eight (8) additional locations for milling and resurfacing. The purpose of the change order is to fulfill the terms of the Service Delivery Agreement with Whitfield County for the \$200,000, or equivalent value of 'in-kind' work. With that said, the Service Delivery Agreement is the main funding source for the additional locations.

See attached for the list for the eight (8) additional locations.

The contract increase for the addition of this work is \$234,975.40 (unit pricing).

Contract Completion Date: May 31, 2021

BY:

Megan Elliott
Project Engineer

Agreed to by:

Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

Date: _____

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: 2020 LMIG Milling and Paving
Job Location: City of Dalton
Proposal Dated: 12-1-2020
Company: City of Dalton
Contact: Ms. Megan Elliott
Cell:
Office: 706-278-7077
Email: melliott@daltonga.gov

Proposal

Description

Subtotal Description

Pay Item	Description	Quantity	Unit Price	Total Price
150-1000	TRAFFIC CONTROL	1	\$53,667.00	\$53,667.00
402-3100	RECYCLED ASPH. CONC. 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H-LIME	1726	\$78.00	\$134,628.00
413-1000	BITUM TACK COAT	1465	\$0.01	\$14.65
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	21705	\$2.15	\$46,665.75
				\$234,975.40

Proposal Certification

NOTES:

- Above price includes no permits. Owner is responsible for obtaining all necessary permits.
- The above price includes bond. Which is 1% of the total price.
- This proposal must be made an integral part of any contract entered into as a result of this quotation.
- Payment is to be done in monthly estimates of work performed with final payment in full upon completion of our work.
- Above price includes **no work** on the weeks of Christmas and New Year.
- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: **Bryan S Roberts**
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____

Change Order 1 for 2020 LMIG Milling and Resurfacing Various City Streets

NO:	STREET	FROM	TO
1	Oxford Street	W Franklin Street	Dayton Street
2	Spring Street	W Franklin Street	W Emery Street
3	April Street	Vernon Avenue	Dead End
4	Smith Street	Vernon Avenue	Dead End
5	Lake Street	5th Avenue	4th Avenue
6	Burgess Drive	N Grade Road	Dead End
7	Kenner Street	5th Avenue	4th Avenue
8	Avenue 'A'	Sassafrass Street	Morningside Drive



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/20

Agenda Item: Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Engineering Design Services on the N. Thornton Avenue Sidewalk, Drainage, and Operation Improvements Project

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$55,000

Funding Source if Not in Budget 2015 SPLOST

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

This request is to approve the Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Engineering Design Services for the N Thornton Area. The project will be let to bids for a contractor to complete, and it will require a detailed set of civil design plans. The project will involve construction of over 3,000 LF of sidewalk (one side of street only), curb & gutter, drainage improvements, guardrail replacements, street resurfacing, and pavement markings. SEI will utilize the survey prepared by Lowery and Associates to complete the design. Cost for these design services is not to exceed \$55,000.

See attached proposal for additional information about the scope of work.

The Finance Department has created a charge account (#320110-039990-SP157) to fund this project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 7 day of December, 20 20 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Southeastern Engineering, Inc. (SEI), hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on February 3rd, 20 21. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before August 9th, 20 21.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 55,000 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Southeastern Engineering, Inc. (SEI)
2470 Sandy Plains Road
Marietta, GA 30066

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT’S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK

EXHIBIT ‘A’

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Dalton
P. Andrew Parker, PE
Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Sidewalk & Drainage Design and Operation Improvements on the North Thornton Avenue Corridor in the City of Dalton

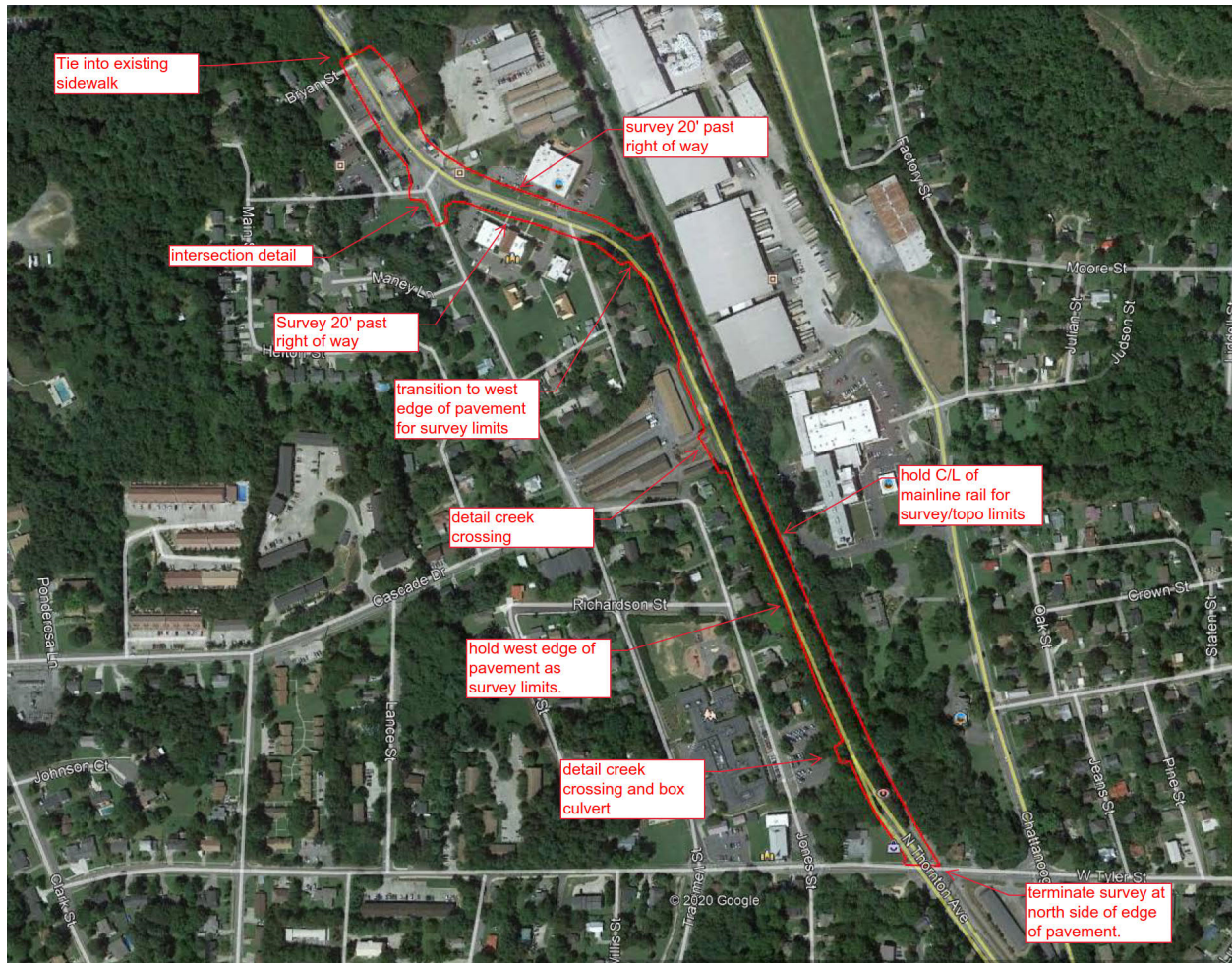
PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for design of a sidewalk for North Thornton Avenue. The proposed sidewalk will begin at West Tyler Street on the east side of North Thornton Avenue north and terminate at a location to be determined between Penrose Drive and Trammell Street, where the most desirable unsignalized midblock crossing can be achieved. The sidewalk will continue on the west side of North Thornton Avenue north from the determined midblock location to Bryan Street. In addition to the sidewalk design, drainage design will also be completed along the entire corridor to determine the required drainage structure locations to meet established gutter spread requirements. Any guardrail within the project limits, even if not on the side of the road the improvements are being proposed on, will be replaced, and brought up to the latest design guidelines established by GDOT for guardrail. SEI traffic engineers will also be evaluating the intersection of Main Street and Trammell Street for potential low-cost intersection improvements that can be incorporated into the sidewalk project.

SCOPE OF SERVICES

Task 1 – Coordination with Lowery & Associates on Survey Processing

Through the City's surveying on-call contract, Lowery & Associates will collect all the required field run survey will for the project. SEI surveyors will coordinate with Lowery & Associates and process their collected Civil 3D survey files into a format useable in MicroStation and InRoads, SEI's roadway design software. Lowery & Associates will contract directly with the City. Shown at the top of the next page is the project survey limits.



Task 2 – Stream Delineation

SEI ecologist will delineate the two open water locations on the southern end of the project that flow from the west side of North Thornton Avenue to the east side of North Thornton Avenue. The delineation flags will be surveyed by Lowery & Associates and included in the surveyed database. Depending on what modifications are desired with the two existing culverts; extensions, closing opening between road and railroad with a ditch inlet, etc. it is currently unknown if a Corp Permit or Stream Buffer Variance will be required. SEI ecologist will complete early coordination with the permitting agencies to determine what level of, if any, permitting will be required for the project. Any permitting required will be invoiced through an agreed amount by the City through the Miscellaneous Services phase of this project.

Task 3 – Roadway Design

Once the field run survey has been completed and processed, a Conceptual (30%) Design of the entire project will be completed that will be enough for a concept level submittal to the City. As part of this submittal, a field walk of the project with the City will be completed to determine what if anything will need to be changed prior to proceeding to a Preliminary (60%) Plan submittal. As part of the 30% submittal, any stream impacts will be determined, and the level of anticipated permitting required for the project will be known at this time. Also, as part of the 30% submittal, the mid-block crossing location will be established and any proposed operational improvements at the intersection of Main Street and Trammell Street will be shown on the conceptual plans. The locations which proposed guardrail will need to be replaced along the corridor will be identified in the 30% submittal. Early agency coordination with the USACE, CSX and any

other major stakeholders will occur. As part of the 30% submittal, a conceptual level engineer's construction cost estimate will be completed. Initial utility coordination submission, to verify existing utilities, will occur with the 30% plan submittal.

Once the concept design has been approved by the City, SEI will complete Preliminary (60%) Plans with enough detail to conduct a Preliminary Field Plan Review (PFPR) with the City. As part of the 60% submittal, any required right of way or construction easement will be identified. Every effort will be made during design to minimize or eliminate the needed for right of way or construction easement. Depending on the existing right of way corridor width, it is currently unknown at this time if right of way or construction easement will be needed to construct the project. Also, as part of the 60% submittal, any existing utilities that will be impacted by the project will be identified. Coordination with the individual utility owners will begin to get any proposed utility relocations that will be required. As part of the 60% submittal, a preliminary engineer's construction cost estimate will be completed.

Once the preliminary plans have been approved by the City and any required right of way plans and construction easement needed for the project have been established, SEI will complete Final (90%) Plans with enough detail to conduct a Final Field Plan Review (FFPR) with the City. As part of the 90% submittal, all roadway items needed for letting the project to construction will be completed. Any special construction details needed for walls; any special details required will be developed for inclusion in the 90% plan submittal. Special Provisions needed by the City for the contract language, such as restricted work hours, special agency permitting requirements, etc., will be provided. As part of the 90% submittal, a final level engineer's construction cost estimate will be completed.

After concluding the FFPR review, SEI will provide final, corrected construction plans, which will follow GDOT's Plan Presentation Guide in 11"x17" PDF form, to the City, along with a final engineer's construction cost estimate and final plan DGN CAD files.

During the bidding process, SEI will assist the City with any questions during bidding and complete any revisions needed during the bidding process to address contractor questions. In addition, during the construction phase of the project, SEI will address any Requests for Information (RFI's) that arise during construction and issue any required revisions on construction that may be needed. SEI has not included any contract administration to complete the contract bid documents or construction engineering and inspection (CE&I) in the project. It is understood that the City will handle all contract administration and CE&I required for the project like past projects that SEI has assisted the City with.

Task 4 – Erosion Control Plan Submittal to EPD for Approval

It is anticipated that the project's disturbed acreage will be over an acre of disturbed area, therefore, a submittal to EPD of the Erosion and Sediment Control Plans will be required for the project prior to letting to construction. Once the final plans have been submitted to the City for final approval, SEI will concurrently submit the Erosion and Sediment Control Plans to EPD for review, comment, and approval.

Task 5 – Miscellaneous Services

The Miscellaneous Services phase of this project will only be used when additional out-of-scope, unanticipated design fees occur. Prior to invoicing any amount to this phase of the design budget, a design cost will be submitted to the City for consideration. Once the additional design amount has been approved by the City, SEI will be able to proceed with the additional design. Some examples of the additional items that may be required on this project include USACE Permitting, Stream Buffer Variance, Right of Way acquisition exhibits, and a Traffic Analysis at the intersection of Main Street and Trammell Street.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Coordination with Lowery & Associates on Survey Processing	\$1,500.00	Monthly, % Complete of Lump Sum	
Task 2 – Stream Delineation	\$500.00	Monthly, % Complete of Lump Sum	
Task 3 – Roadway Design	\$35,000.00	Monthly, % Complete of Lump Sum	
Task 4 – Erosion Control Plan Submittal to EPD for Approval	\$3,000.00	Monthly, % Complete of Lump Sum	
Task 5 – Miscellaneous Services	\$15,000.00	Monthly, % complete of Allowance	
Total	\$55,000.00	Monthly, % Complete of Lump Sum	

SCHEDULE

SEI can initiate work on this project within two weeks of receiving the survey from Lowery & Associates and once the Notice to Proceed has been issued by the City. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

All direct expenses are included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☐ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☒ Graphic design
- ☒ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☐ Utility coordination
- ☐ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein except written change orders approved by CLIENT. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services. There shall be no oral change orders. All change orders shall be in writing and approved by CLIENT.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services except as reasonably within the scope of this Agreement and within the experience and expertise of SEI in providing engineering services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event that GDOT regulations applicable to the Project are amended prior commencement of the Project or if the services outlined in this proposal have not been authorized within thirty (30) days, fees quoted are subject to revision by SEI and approval by the CLIENT.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition upon SEI providing written notice to CLIENT and upon written approval by CLIENT prior to said inspection and correction.
- L. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- M. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- N. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/20

Agenda Item: Professional Services Agreement with Lowery and Associates for Survey on the N. Thornton Avenue Sidewalk, Drainage, and Operation Improvements Project

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$8,900 plus \$3,450 per day (# of days TBD) for area within CSX Railroad Right of Way

Funding Source if Not in Budget 2015 SPLOST

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

This request is to approve the Professional Services Agreement with Lowery and Associates to complete the survey for the N Thornton Avenue area. This survey will be used to facilitate the design of the sidewalk, the drainage, and the operational improvements on N Thornton from Tyler Street to Bryan Street. This survey is also required to establish the limit of City/ CSX right of way along the corridor.

A Location Map of the survey area has been attached, and the work is to be completed within 30 business days from the Notice to Proceed.

See attached proposal for additional information about the scope of work.

The Finance Department has created a charge account (#320110-039990-SP157) to fund this project.

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 7 day of December, 2020 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Lowery & Associates, LLC., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on December 8th, 2020. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before January 20th, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 8,900 Dollars plus \$ 3,450 Dollars per day (TBD) for area within CSX railroad right of way, for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar

field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-

owned, and hired vehicles.

- (d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Lowery & Associates, LLC
317 Grassdale Road
Cartersville, GA 30120

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in

the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT ‘A’



#

November 11, 2020

Attn: Andrew Parker
The City of Dalton**SURVEY SCOPE OF SERVICES**

Lowery & Associates Land Surveying will provide a complete survey as specified below. The site consists of approximately 3,400 linear feet of roadway along North Thornton Avenue. See area in red on page two of this proposal.

Road right of way lines will be established and shown using available deeds and plats obtained through courthouse records research. Revisions and any extra trips to the site about requested revisions will be billed at a fee to be negotiated at time of request. A survey of the site will be completed to locate all visible improvements including but not limited to buildings, curbs, walks, driveways, fences, sewer, and storm drainage. Contours will be shown at a 1-foot interval and will be based upon the North American Vertical Datum of 1988. Utilities shall be shown based on provided 811 tickets. The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) and Adobe (.pdf) formats will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request.

DELIVERY & FEE SCHEDULE

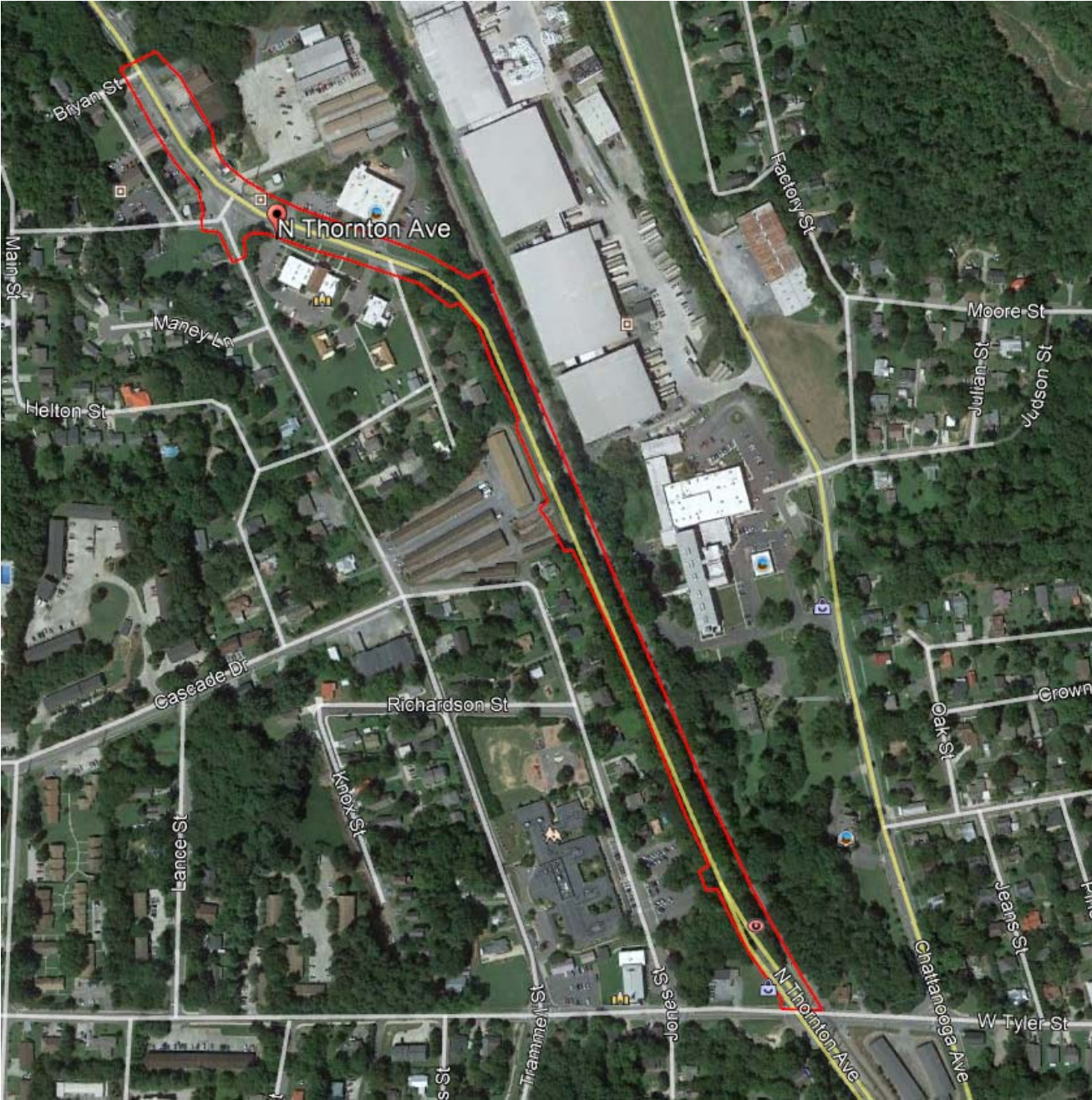
The estimated delivery date of the final survey is 30 business days from notice to proceed unless unforeseen circumstances, such as weather, delay the survey process. Payment will be made based upon an invoice issued with the delivery of the plat. Payment not made within 30 days of invoice date may be considered a default. ~~In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs.~~ **M.E.** It is understood that payment of surveying fees is not subject to any other conditions. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Lowery may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Lowery's net income. All payments shall be made via EFT or sent to Lowery & Associates Land Surveying, LLC, P.O. Box 201470, Cartersville, Georgia 30120. Any shipping fees other than standard first-class mail through the U.S. Post Office are not included in this fee and will be added to the final invoice, including but not limited to Federal Express and courier.

Fee for the complete survey as specified above (less survey area within railroad right of way):
\$8,900.00

Fee for survey area within CSX railroad right of way shall be billed at: \$3,450 per day (\$1800 for CSX to provide track protection and \$1650 for survey crew daily rate).

I authorize Lowery & Associates Land Surveying to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

Jason Burnette_____
Authorized representative





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-20

Agenda Item: Resolution 20-28 Agreement with the Community Foundation of Northwest Georgia for Concession and Restroom Facilities at Burr Park

Department: Administration and Recreation

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

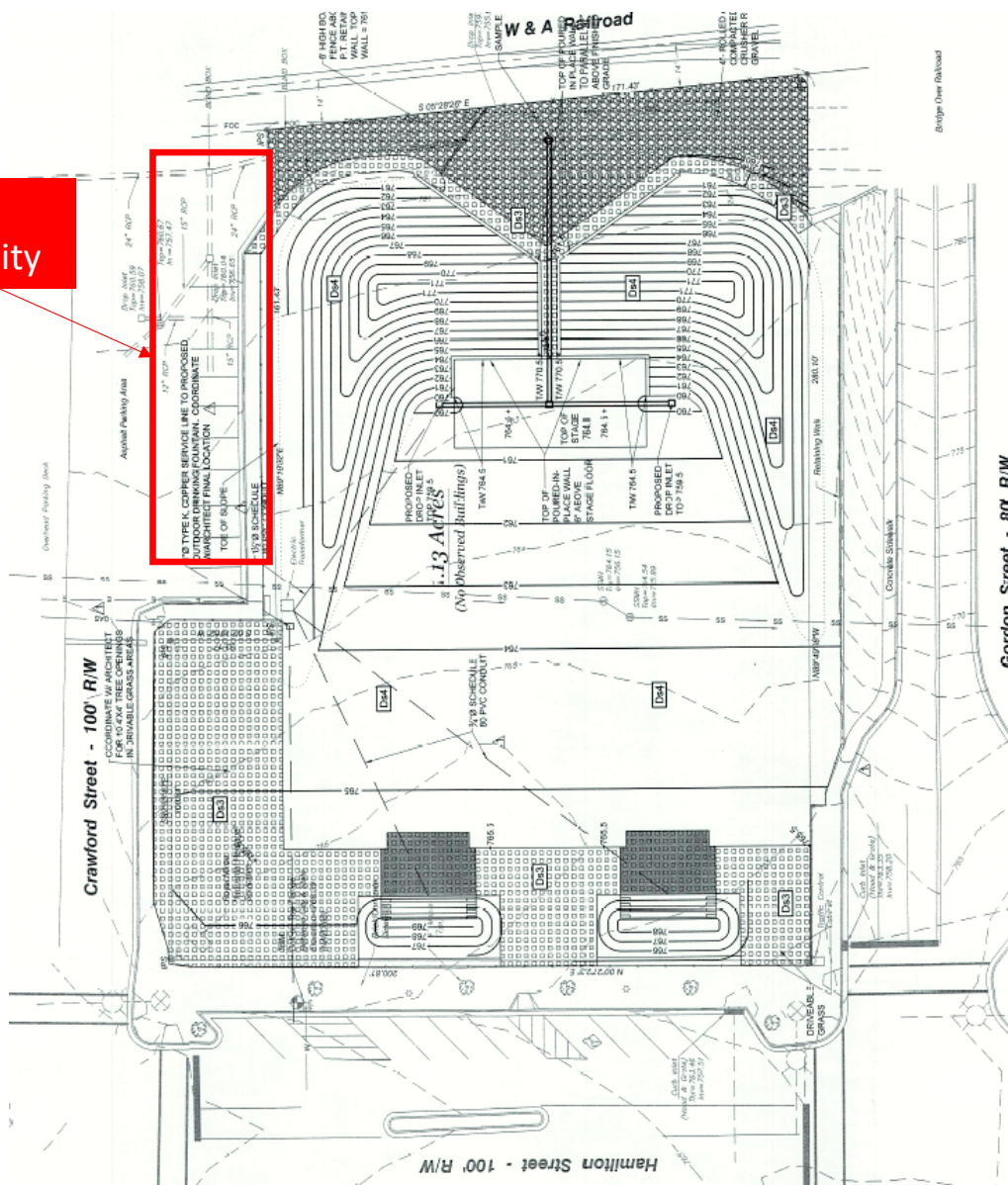
Cost: \$300,000.00

Funding Source if Not in Budget General Fund

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

This is an agreement authorizing the Community Foundation to manage the construction of a restroom and concession facility at Burr Performing Arts Park. The Foundation will use \$300,000.00 in private funding and this resolution commits up to \$300,000.00 in City funds toward the project.

Approximate location of Restroom/Concession Facility



CITY OF DALTON
RESOLUTION
Resolution No. 20-28

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE
COMMUNITY FOUNDATION OF NORTHWEST GEORGIA, INC. PERTAINING TO
THE DESIGN AND CONSTRUCTION OF CONCESSION AND RESTROOM
FACILITIES AT BURR PARK**

WHEREAS, the City owns and maintains Burr Park as a city park; and

WHEREAS, the creation of Burr Park was funded by Jeanne Burr and her family through a generous donation to The Community Foundation of Northwest Georgia, Inc. to support the performing arts and the diverse community of the City; and

WHEREAS, all interested parties agree that the public use of the Burr Park site would be enhanced by the construction of concession and restroom facilities for public performances and cultural events; and

WHEREAS, The Community Foundation of Northwest Georgia, Inc. has pledged to donate at least \$300,000 worth of infrastructure to the City necessary to realize the vision of Ms. Burr and her family; and

WHEREAS, The Community Foundation of Northwest Georgia, Inc. has agreed to retain the services of a design and architecture firm to develop a design plan for the construction of concession and restroom facilities at Burr Park that will be subject to City approval; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City to accept the donation and pledges of The Community Foundation of Northwest Georgia, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby accept the donation and pledges of the The Community Foundation of Northwest Georgia, Inc. and approve the agreement to design and construct concession and restroom facilities at Burr Park.

BE IT FURTHER RESOLVED, that the City shall pledge up to \$300,000.00 for the design and construction of concession and restroom facilities at Burr Park.

BE IT FURTHER RESOLVED, that the City hereby accepts the above described infrastructure donation and pledges of The Community Foundation of Northwest Georgia, Inc.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute an agreement with The Community Foundation of Northwest Georgia, Inc., a copy of which is attached to these Resolutions as Exhibit “A” (the “Agreement”); and

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

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 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

EXHIBIT “A”

AGREEMENT

THIS AGREEMENT is entered into this __ day of _____, 20__ by and between the City of Dalton, Georgia (the “City”) and The Community Foundation of Northwest Georgia, Inc., a Georgia not for profit corporation (the “Foundation”).

WHEREAS, the City and the Foundation desire to undertake a collaborative effort to improve the facilities at Burr Park by constructing concession and restroom facilities for the use by the public; and

WHEREAS, the City and the Foundation desire to set out the responsibilities of each party in the improvements to said city park.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Foundation hereby agree as follows:

- 1.** The Foundation shall undertake to design and construct concession and restroom facilities at Burr Park.
- 2.** The Foundation shall use the architectural services of KRH Architects, Inc. for the project including, but not limited to, the design, development, cost estimating, bid/proposal creation and analysis, and construction management.
- 3.** The design plan and site location of the concession and restroom facilities shall be subject to City approval.
- 4.** The total budget for the project shall be \$600,000.00.
- 5.** The Foundation shall be responsible for and pay the first \$300,000.00 of all costs for the project. The City shall be responsible for and pay for any costs for the project in excess of \$300,000.00. The City’s maximum financial responsibility shall be \$300,000.00. The Foundation shall be responsible for and pay for any costs in excess of the total budget of \$600,000.00. The Foundation shall establish a design and construction fund for the project for the payment of all costs related to the project. The City shall be entitled to audit said fund upon reasonable notice to the Foundation. The City shall pay its \$300,000.00 to the Foundation as follows: the first installment of \$100,000.00 within 60 days of execution of this Agreement; the second installment of \$100,000.00 within 10 days of the City’s approval of the project design; and the third installment of \$100,000.00 within 10 days of completion of the site preparation work by the Public Works Department.

6. All infrastructure shall be subject to approval by the City prior to construction and/or erection at Burr Park. Construction and/or erection of the infrastructure shall be the sole responsibility of the Foundation. Through the completion of the infrastructure the Foundation shall maintain general liability insurance and name the City as an additional insured.

7. The City Public Works Department shall provide all necessary site work and preparation for installation of the restrooms and shall act as an advisor during the design and construction of the project.

8. Upon completion of the project and upon the approval of the City, the City shall accept the improvements to Burr Park as city property.

9. In the event the total cost of the project is less than \$600,000.00, the Foundation shall reimburse to the City any City funds not used for the payment of the City's share of the project costs.

IN WITNESS WHEREOF, the City and the Foundation have duly executed this Agreement as of the day and year first above written.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

The Community Foundation of Northwest Georgia, Inc.

By: _____
President



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-20

Agenda Item: Resolution 20-29 Authorizing Payment of City Employee Retirement Benefits for Sworn Firefighters and Police Officers

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$58,000 Annually

Funding Source if Not in Budget General Fund

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

Authorizes City payment of monthly dues to sworn police and fire officer to the Peace Officers Annuity and Benefit Fund and the Georgia Firefighter Pension Fund.

CITY OF DALTON
RESOLUTION
Resolution No. 20-29

**Resolution Authorizing Payment Of City Employee Retirement Benefits
For Sworn Firefighters and Sworn Police Officers**

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 permit all City sworn firefighters of the Fire Department to participate in the Georgia Firefighters' Pension Fund; and

WHEREAS, the Mayor and Council desire to permit all City sworn police officers of the Police Department to participate in the Peace Officers Annuity And Benefit Fund of Georgia; 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 of Georgia effective January 1, 2021; and

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

BE IT RESOLVED THAT the City shall 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 of Georgia effective January 1, 2021.

BE IT FURTHER RESOLVED THAT 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 and prepare all necessary 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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/2020

Agenda Item: Defined Benefit Plan Change

Department: Human Resources

Requested By: Greg Batts

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

Cost: \$424,000

**Funding Source if Not
in Budget** Department Budgets

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

Changes vesting schedule to 100% after 12 months, provides for a 5% core contribution and maintains employer match of up to 5%

CITY OF DALTON
RESOLUTION
Resolution No. 20-30

**Resolution Authorizing Expansion Of City Employee Defined Contribution Plan
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 desire to permit all eligible City employees to participate in the City of Dalton defined contribution plan; and

WHEREAS, the Mayor and Council desire to permit all eligible employees who are members of the City of Dalton defined benefit plan to continue to be eligible to participate in the City of Dalton defined contribution plan by investing their own funds; and

WHEREAS, the Mayor and Council desire that eligible 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 eligible 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 eligible City employees as of December 31, 2020 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 eligible 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, or as soon as practicable thereafter upon completion of the necessary contracts and administrative policies and procedures but no later than July 1, 2021, and that said employees shall be fully vested in the defined contribution plan after twelve months of service; and

WHEREAS, the Mayor and Council desire that all eligible 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 City of Dalton defined contribution plan effective after six months of service and that said employees shall be fully vested in the defined contribution plan after twelve months of service; and

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

BE IT RESOLVED THAT, all eligible employees who are members of the City of Dalton defined benefit plan shall continue to be eligible to participate in the City of Dalton defined contribution plan by investing their own funds; and

BE IT FURTHER RESOLVED THAT, all eligible new City employees shall be eligible to participate in the defined contribution plan immediately upon their employment with the City; and

BE IT FURTHER RESOLVED THAT, all eligible City employees as of December 31, 2020 who are not members of the defined benefit plan shall have all their months of service in 2020 credited towards the twelve month vesting period of the City of Dalton defined contribution plan; and

BE IT FURTHER RESOLVED THAT, all eligible City employees as of December 31, 2020 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 City of Dalton defined contribution plan effective January 1, 2021, or as soon as practicable thereafter upon completion of the necessary contracts and administrative policies and procedures but no later than July 1, 2021, and that said employees shall be fully vested in the defined contribution plan after twelve months of service, ; and

BE IT FURTHER RESOLVED THAT, all eligible new City employees on or after January 1, 2021 shall be immediately eligible to participate in the City of Dalton defined contribution 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 after six months of service, and that said employees shall be fully vested in the defined contribution plan after twelve months of service; and

BE IT FURTHER RESOLVED THAT, the Mayor and Council hereby authorize and direct the City Administrator, City Attorney, Chief Financial Officer and the Human Resource Director to take all actions necessary to and prepare all necessary 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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-2020

Agenda Item: Pension Plan Document Revision

Department: Pension Board/HR

Requested By: Pension Board

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget Pension Board/Pension Plan

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

Revision of pension plan document included correcting of cross-referencing errors, addressing "estate" as beneficiary, clarifying beneficiary eligibility for benefits when pension "frozen" after separation from service

CITY OF DALTON
ORDINANCE
Ordinance No. 20-17

An Ordinance Of The City Of Dalton To Approve The Recommendation Of The City Pension Board For The Amendment Of The City Of Dalton Pension Plan; To Amend The City Of Dalton Pension Plan To Provide Clarification Of Death Benefits, Survivor Benefits, And Benefits Of Terminated Participants; To Provide For The Payment To The Estate Of A Deceased Beneficiary; To Provide For Continuing Education Of Members Of The Pension Board; To Provide An Effective Date; And For Other Purposes

WHEREAS, the City of Dalton Pension Board has recommended to the Mayor and Council the amendment of the City of Dalton Pension Plan for clarification of certain benefits; and

WHEREAS, the Mayor and Council find that amendment of the City of Dalton Pension Plan as recommended by the Pension Board is in the best interest of the Pension Plan, the Plan participants and the City of Dalton;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

Section 2.

The Mayor and Council hereby approve the recommendations of the Pension Board and hereby adopt the pension plan language as provided in The Mayor And Council Of The City of Dalton Employees' Pension Plan 2020 Version as attached hereto as Exhibit "A."

Section 3.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity

of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 4.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 5.

This Ordinance shall take effect and be in force beginning January 1, 2021 following its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

EXHIBIT “A”

The Mayor And Council Of The City of Dalton Employees’ Pension Plan
2020 Version

THE MAYOR AND COUNCIL OF THE CITY OF DALTON
EMPLOYEES' PENSION PLAN

2008 VERSION AS AMENDED

SECTION 1
DEFINITIONS

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

- 1.01 Actuarial
 Equivalent: shall mean one-half of one percent (.005) for each full calendar month during the period being counted. Examples: (1) for early retirement benefits calculated under Section 4.02, the reduction is one-half of one percent (.005) for each full calendar month from the Early Retirement Date to the earliest Normal Retirement Date. (2) For benefits calculated for Participants terminating after one hundred and twenty (120) months and making the election under Section 8.02 (iv), the reduction is one-half of one percent (.005) for each full calendar month from the month of commencement of benefits after the 55th birthday to the Normal Retirement Date.
- 1.02 Basic Monthly
 Earnings: shall mean, with respect to any Participant, the total compensation, including any bonus or deferred compensation for past services or performance, paid or accrued by the Employer for a Plan Year divided by the Participant's Months of Service during the Plan Year. Amounts contributed by the Employer to the Plan and contributions by the Employer providing any fringe benefit shall not be considered as compensation. Any bonus or deferred income for past services or performance is not a fringe benefit and is included in total compensation for the Plan Year paid or deferred. Notwithstanding the foregoing, and except as provided below, (i) the total compensation taken into account when calculating the Basic Monthly Earnings shall not (i) exceed the maximum limitation of Code Section 401(a) (17), as adjusted from time to time; (ii) include any lump sum severance paid to a terminated Employee; or (iii) include any lump sum payment that an Employee elects to receive for his/her accrued sick and vacation leave upon a Severance according to an Employer's policies and procedures.

- 1.03 Beneficiary: shall mean the person (s) designated by the Participant in accordance with Section 6.03 or its predecessor provision(s) under the Prior Plan, who is or are entitled to receive benefits after the death of a Participant under the terms of the Plan.
- 1.04 Board: shall mean the Board of Trustees of the Mayor and Council of the City of Dalton Employees' Pension Plan, established in accordance with Section 10.04.
- 1.05 City: shall mean the Mayor and Council of the City of Dalton.
- 1.06 Code: shall mean the Internal Revenue Code of 1986, as amended, including any rulings or regulations thereunder.
- 1.07 Contract: shall mean, as of the effective date of this Plan and under the Prior Plan, Group Annuity Contract No. 1515 both issued by the Metropolitan Life Insurance Company to the Employer, the Plan or the Board, as amended from time to time, and any other annuity contract or policy of insurance made or entered or substituted for the foregoing by the Board after the effective date of this Plan.
- 1.08 Contributions: shall mean the Employer contributions made in accordance with Section 9.01 of the Plan as well as the Participant's contributions made in accordance with Section 9.03 of the Plan.
- 1.09 Credited Service: shall mean "Continuous Service" as defined under the terms of the Prior Plan for those Participants who participated in the Prior Plan as of June 30, 1982, expressed in Months of Service. For Periods of Service rendered after June 30, 1982, Credited Service shall mean all Months of Service beginning on or after July 1, 1982, determined as the total Period of Service while the Employee is employed by the Employer. The Credited Service of a rehired Participant shall only include those Months of Service following his or her most recent Severance.

(i) Any Participant who commences participation in this Plan as of January 1, 1988, due to Section 2.04, shall receive Credited Service under the Plan from January 1, 1988 to the Participant's Severance. Such Participant may make an election at the time of his application for participation in the Plan, on such form as the Board may prescribe, to contribute additional Employee contributions each month in order to receive additional Credited Service for the period of time he/she was employed by the Employer but was excluded from participation in the Plan or the Prior Plan due to the maximum Age provisions contained in the Plans prior to the amendment of Section 2.04 allowing such Participant to participate in the Plans. The amount of such monthly contribution shall be five percent (5%) of his or her Basic Monthly Earnings as of January 1, 2008 for each month elected. The period of Credited Service elected may be all or any portion of his Period of Service.

(ii) Any Participant who commences his/her participation in this Plan on the effective date of the amendment to the Plan providing for participation by Eligible Employees of the Northwest Georgia Trade and Convention Center Authority may elect to purchase Credited Service under the Plan back to January 1, 1989 in accordance with the following terms and conditions. Any such Participant shall make such election on such forms as the Board may prescribe and such election form with payment required in the next sentence shall be delivered to the Clerk of the City of Dalton as agent for the Board on or before April 15, 1995, otherwise such election shall expire. Such Participant shall pay into the Plan in consideration for past service credit a sum equal to forty (40%) percent of the estimated actuarial cost of the benefit purchased as determined by the Plan's independent actuaries. No such Participant may elect to purchase Credited Service for any period that he/she was not otherwise eligible to be a Participant in the Plan had the amendment to purchase credit for service with the Northwest Georgia Trade and Convention Center Authority been in effect. The period of Credited Service elected may, however, be for all or any portion of his/her Period of Service back to January 1, 1989.

(iii) Any Eligible Employee of the Dalton-Whitfield Regional Solid Waste Management Authority who had commenced his/her participation in this Plan on or before the effective date of the amendment to the Plan providing participation by Eligible Employees of Dalton-Whitfield Regional Solid Waste Management Authority and who was an Employee of the City of Dalton participating in the Plan on the day immediately preceding the activation of the Dalton-Whitfield Regional Solid Waste Management Authority shall not be deemed to have incurred a Severance under the Plan between his/her employment with the City of Dalton and his/her transfer to the Dalton-Whitfield Regional Solid Waste Management Authority.

(iv) Any Participant who is on a “qualified leave” from employment with the Employer may make a single election to purchase up to 12 months of Credited Service with the Employer for the period of qualified leave, according to the following terms and conditions. Each eligible Participant shall make the election on such forms as the Board may prescribe either during or within 60 days following the period of qualified leave, but in no case later than 14 months following the date the qualified leave began. The completed election form with payment must be delivered to the Human Resources Director on or before expiration of the election period set forth in the preceding sentence, otherwise, the right to elect Credited Service for such qualified leave shall expire. The period elected may be for all or a portion of qualified leave (up to 12 months). The employee will be permitted to pay for the leave purchased through regular payroll deductions over a maximum period of up thirty-six (36) months. “Qualified leave” means any period during which an Employee is on an approved leave of absence pursuant to the Employer’s policies and procedures as a result of (a) receiving workers compensation benefits due to employment with the Employer, (b) paid accrued time off, (c) the Family Medical Leave Act, (d) subject to the provisions of the Uniform Services Employment and Reemployment Act of 1994, or (e) pre-approved personal leave without pay.

- 1.10 Effective Date: shall mean (a) January 1, 1967 as to the Prior Plan as amended; and (b) July 1, 1982 as to the Plan herein amended and restated.
- 1.11 Eligible Employee: shall mean any Employee who has satisfied the provisions for participation set forth in Section 2 of this Plan, and who has not incurred a Severance.

- 1.12 Employee: shall mean, except as specifically provided herein, all persons including the City Clerk employed by an Employer. However, it shall not include the Mayor, Councilmen, Water, Light and Sinking Fund Commissioners, Recreation Commissioners, members of the Dalton Whitfield Regional Solid Waste Management Authority, Public Safety Commissioners, Northwest Georgia Trade & Convention Center Authority Members, nor shall it include any individual who is designated as a consultant or independent contractor by the City or any other Employer.
- 1.13 Employer: shall mean whichever of the City, the Public Safety Commission, the Water, Light and Sinking Fund Commission, the Recreation Commission of the City of Dalton, the Northwest Georgia Trade and Convention Center Authority, the Dalton-Whitfield Convention Visitors Bureau, or the Dalton-Whitfield Regional Solid Waste Management Authority, a regional solid waste management authority of the City of Dalton and County of Whitfield created jointly by the governing bodies to the Regional Solid Waste Management Authorities Act (O.C.G.A. § 12-8-50 et seq.), exercises direction and control over the Employee at the time of reference.
- 1.14 Employment Commence-
ment Date: shall mean the date an Employee first performs services for the Employer while classified as a full-time employee under the Employer's policies and procedures, as they may exist from time to time.
- 1.15 Final Average Earnings: shall mean the average of a Participant's Basic Monthly Earnings during any period of thirty-six (36) consecutive calendar months within the last one hundred and twenty (120) months of Credited Service which produces the highest monthly average.
- 1.16 Investment Manager: shall mean any person, firm or corporation who is a registered investment adviser under the Investment Adviser's Act of 1940, a bank or an insurance company, and who (a) has the power to manage, acquire, or dispose of Plan assets, and (b) acknowledges in writing his or its fiduciary responsibility to the Plan.

- 1.17 Month of Service: shall mean a calendar month during all or part of which the Employee is classified as an active, full-time employee under the policies and procedures of the Employer, as they may exist from time to time. Months of Service shall also include those calendar months during all or part of which the Employee is credited with service with the Employer based on the policies and procedures of the Employer for that period. Months of service shall not include any accrued time for vacation or sick leave that a Participant elects to receive in a lump sum payment upon a Severance according to Employer's policies and procedures for that period.
- 1.18 Participant: shall mean an Eligible Employee, or former Eligible Employee who is receiving or is entitled to receive a non-forfeitable benefit under the terms of the Plan or the Prior Plan.
- 1.19 Participant's Contributions With Interest: shall mean, as of any date, the total of a Participant's contributions made after the effective date of the Prior Plan plus accumulated compound interest at the rate of three (3%) percent per annum from the last day of the year in which a contribution is made to the date of reference.
- 1.20 Reserved
- 1.21 Pension Benefit: shall mean, as of a Severance (on or after January 1, 1988), the monthly retirement benefit of the Participant, equal to the product of (a) multiplied by (b), where (a) is fifteen hundredths of a percent (0.15% or .0015) of the Participant's Final Average Earnings, and (b) is the Participant's Credited Service.
- 1.22 Period of Service: shall mean a period of service commencing on the Employee's Employment Commencement Date and ending on a Severance.
- 1.23 Plan(s): shall mean the "Mayor and Council of the City of Dalton Employees' Pension Plan" as herein amended and restated.
- 1.24 Plan Actuary: shall mean an individual who is an enrolled actuary, or shall mean a company having as employees one or more enrolled actuaries, who or which provides actuarial services to the Plan. If the Plan Actuary is a company, such company shall designate, in writing to the Board, the individual enrolled actuary who is responsible for the actuarial services to be provided to the Plan.

- 1.25 Plan Assets: shall mean all property of any kind held by the Board at the time of reference pursuant to the provisions of the Plan together with any income accruing thereon.
- 1.26 Plan Year: shall mean the twelve-month period ending December 31st each year.
- 1.27 Prior Benefits: shall mean the Participant's monthly benefit, determined under the provisions of the Plan as it existed prior to July 1, 1982, including any permanent disability, pension or death benefit.
- 1.28 Prior Plan: shall mean the Mayor and Council of the City of Dalton Employees Pension Plan, as in effect on June 30, 1982.
- 1.29 Retire: shall mean to have a Severance on or after the date upon which a Participant becomes eligible for a Pension Benefit under Sections 3 or 4 of this Plan.
- 1.29(a) Retiree shall mean a former Eligible Employee who is receiving Pension Benefits.
- 1.30 Severance: shall mean the date on which an Employee's employment with the Employer is terminated for any reason, including retirement pursuant to provisions of Sections 3 or 4 of this Plan. The termination of employment of an Employee shall be determined by the Employer according to its policies and procedures, as they may exist from time to time; provided, that Severance shall not result from any period of absence of an Employee who, prior to beginning such leave, obtained a written authorized leave of absence from the Employer, pursuant to an established nondiscriminatory policy, whether occasioned by illness or any other reason. In such event, the Employer shall keep a copy of the prior written authorization in the Employee's personnel file. Severance shall not result from an Employee transferring from one Employer to another Employer, even if the Employee's employment is deemed terminated by the previous Employer for other purposes. Severance shall not occur as provided by the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA").

SECTION 2

ELIGIBILITY AND PARTICIPATION

2.01 Participation of Participants Under Prior Plan

Each Employee in the employ of the Employer on June 30, 1982 who was a Participant in the Prior Plan as of such date, shall continue to participate herein in accordance with the provisions hereof. Former Employees who are Participants and who are receiving or are entitled to receive a non-forfeitable benefit under the terms of the Prior Plan shall receive said Prior Benefit in accordance with the provisions of the Prior Plan.

2.02 Eligibility Requirement for Employees Employed Before July 1, 1982

Each Employee in the employ of the Employer on June 30, 1982 shall be eligible to participate in accordance with the eligibility for participation provisions of the Prior Plan.

2.03 Eligibility Requirements for Employees Effective July 1, 1982 and Later

- (i) Each Employee in the employ of the Employer during the period July 1, 1982 until July 1, 1994 shall be eligible to participate in the Plan in accordance with the eligibility provisions of the Prior Plan as they existed during that period.
- (ii) Effective July 1, 1994, each Employee who has completed six (6) Months of Service shall participate in the Plan and shall enter the Plan as a Participant as the first (1st) day of the month coincident with or immediately following his/her satisfying such requirement. There shall be no minimum age requirement.
- (iii) Each Employee shall make application to the Employer for participation in the Plan and agree to the terms hereof. The making of said application shall apply to a Participant eligible under Sections 2.01 and 2.02 as well as Section 2.03 hereof. In the event any Employee fails to file such application, the Employer may file such application on behalf of such Employee, on a non-discriminatory basis. Upon the acceptance of any benefits under this Plan, such Employee shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

2.04 Participation of Employees Previously Excluded from Participation due to Maximum Age Provisions

Any active Employee as of January 1, 1988, who was excluded from participating in the Plan or the Prior Plan due to attainment of age 50 as of the date he would have otherwise satisfied the eligibility requirements under Sections 2.01, 2.02, or 2.03, shall have the right to commence participation in the Plan as of January 1, 1988 pursuant to Section 1.09(i).

2.05 Participation of Persons Entitled to Prior Benefits

Any person who has been a participant in the Prior Plan and who became entitled to Prior

Benefits shall continue to participate in the Plan as a recipient of the Prior Benefits as provided under the Prior Plan.

2.06 Determination of Eligibility

The Board shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer, and other sources as acceptable to the Board. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with the terms of the Plan and applicable federal and state statutes, provided such determination shall be subject to review as provided in Section 10.05.

2.07 Plan Participation Does Not Affect Employer's Right to Discharge

Participation in the Plan shall not give any Employee the right to be retained in the Employer's employ or to interfere with the right of the Employer to discharge any Employee at any time.

2.08 Participation with Employment Commencement Date On or After July 1, 2002

Employees with an Employment Commencement Date, including former Employees re-hired after a Severance, on or after July 1, 2002 shall not be an Eligible Employee and shall not become a Participant for purposes of accruing a Pension Benefit under the Plan for service on and after the date of rehire.

SECTION 3 NORMAL RETIREMENT

Normal Retirement under the Plan is elected by the Participant following his Severance on or after the Normal Retirement Date in Section 3.01. In the event of Normal Retirement, payment of the Pension Benefit shall be governed by the following provisions of this Section and Exhibit A relating to special elections.

3.01 Normal Retirement Date Defined

The Normal Retirement Date of a Participant shall, at the election of the Participant, be one of the following:

- (i) the first day of the month coincident with or immediately following the date he attains his 65th birthday and completes, at least, sixty (60) months of Credited Service as a Participant in the Plan,
- (ii) the first date of the month coincident with or immediately following the completion of both, at least, three hundred (300) months of Credited Service and attainment of age 55, or

- (iii) the first day of the month coincident with or immediately following the completion of, at least, three hundred and sixty (360) months of Credited Service.

3.02 Payment of Pension Benefit

The Pension Benefit in the event of Normal Retirement shall be payable in advance as soon as administratively possible on or after the first day of the month, with the first payment due on the first day of the month coincident with or immediately following the Participant's Normal Retirement Date, subject to final approval by the Board. The Normal Retirement Pension Benefit shall be paid during the life of the Participant and for a period of one hundred twenty (120) months certain and continuous from the first day of the month following the Participant's Normal Retirement Date. In the event of the Participant's death within a period of one hundred twenty (120) months after his Normal Retirement Date, the same Normal Retirement Pension Benefit shall be payable for the remainder of the one hundred twenty (120) month period to the Participant's Beneficiary. If the deceased Participant shall have a qualifying spouse as defined in Section 6.01 hereof, a monthly survivor benefit payment equal to fifty-five (55%) percent of the Pension Benefit shall be payable to said qualifying spouse during said qualifying spouse's lifetime. This survivor benefit to said qualifying spouse shall be paid in advance on the first day of the month, with the first payment due on the first day of the month coincident with or following the one hundred twenty (120) month period from the deceased Participant's Normal Retirement Date.

SECTION 4 EARLY RETIREMENT

Early Retirement under the Plan is elected by the Participant following his Severance on or after the Early Retirement Date in Section 4.01 and prior to the earliest Normal Retirement Date in Section 3.01. Payment of the Pension Benefit upon Early Retirement shall be governed by the following provisions of this Section.

4.01 Early Retirement Date Defined

The Early Retirement Date of a Participant shall be on the date elected by the Participant following his Severance occurring:

- (i) prior to Participant's earliest Normal Retirement Date, after the Participant has reached his/her 50th birthday, and the Participant has at least one hundred eighty (180) months of Credited Service; or
- (ii) prior to Participant's earliest Normal Retirement Date, after the Participant has reached his/her 55th birthday, and the Participant has at least one hundred twenty

(120) months of Credited Service.

4.02 Payment of Pension Benefit

The Pension Benefit payable in the event of Early Retirement shall be in the amount and payable as follows:

A monthly benefit equal to the Pension Benefit, reduced by the Actuarial Equivalent that is determined for the period beginning on the Early Retirement Date and ending on the Participant's earliest possible Normal Retirement Date, assuming that such Participant continued employment until such date, but without crediting any Months of Service for benefit accrual or retirement purposes following the Early Retirement Date.

The Pension Benefit in the event of Early Retirement shall be payable in advance as soon as administratively possible on or after the first day of the month, with the first monthly payment due on the first day of the month coincident with or immediately following the Participant's Early Retirement Date, subject to final approval by the Board. The Early Retirement Pension Benefit shall be paid during the life of the Participant and for a period of one hundred twenty (120) months certain and continuous from the first day of the month following Participant's Early Retirement Date.

In the event of the Participant's death within a period of one hundred twenty (120) months after his Early Retirement Date, the same monthly Early Retirement Pension Benefit shall be payable for the remainder of the one hundred twenty (120) month period to the Participant's Beneficiary. If the deceased Participant shall have a qualifying spouse as defined in Section 6.01 hereof, a monthly survivor benefit payment equal to fifty-five (55%) percent of the Pension Benefit shall be payable to said qualifying spouse during said qualifying spouse's lifetime. This survivor benefit to said qualifying spouse shall be paid in advance on the first day of each month with the first payment due on the first day of the month coincident with or following the one hundred twenty (120) month period from the deceased Participant's Early Retirement Date.

4.03 Early Retirement Not Applicable to Those Electing Under Section A.03

The election for Early Retirement provided in this Section 4 of the Plan shall not be applicable to any Participant making the irrevocable election referred to in Section A.03 hereof.

4.04 Early Retirement after a Severance

A Participant who incurs a Severance while eligible for an Early Retirement and who elects an immediate Early Retirement Date by the end of the third business day following the date of Severance shall be considered to Retire and to have elected an Early Retirement Date on the Participant's date of Severance.

SECTION 5 DEATH BENEFITS

5.01 Designated Participants

A “designated Participant” for purposes of this Section 5 is a Participant who has met the qualifications to receive a Normal Retirement Pension Benefit under Section 3 or an Early Retirement Pension Benefit under Section 4, but has not elected to begin receiving his Pension Benefit or has not yet had a Severance. Effective September 22, 2020, a “designated Participant” shall also include a Participant who at the time of his or her death did not meet the requirements for a Normal or Early Retirement Pension Benefit, but would otherwise have qualified for a Pension Benefit under Section 8.02 had he survived, as determined at the time of the Participant’s death without regard to whether he had then had a Severance.

5.02 Death Benefit

- (a) In the event of the death of a designated Participant eligible for Early or Normal Retirement Pension Benefits under Section 3 or 4, the designated Participant shall be treated as if he elected to Retire on the day prior to his death. A monthly Pension Benefit, determined either for Normal Retirement or Early Retirement, whichever is applicable, will be paid as follows: (i) the monthly Pension Benefit the Participant would have been entitled to receive (assuming an election was made for a Normal Retirement Date or an Early Retirement Date, whichever is applicable, on the day prior to the Participant’s death) shall be paid to his Beneficiary for a period of one hundred and twenty (120) months certain and continuous; and (ii) if the Beneficiary meets the definition of, and complies with all of the requirements of proof for, a “qualifying spouse” as defined in Section 6.01, then the Beneficiary/qualifying spouse shall be further entitled to a monthly survivor benefit payment at the end of the one hundred and twenty (120) months equal to fifty-five (55%) percent of the monthly Pension Benefit paid under (i) for the life of the qualifying spouse.

The Pension Benefit under this Section 5(a) shall be payable in advance as soon as administratively possible on or after the first day of each month, with the first payment due on the first day of the month coincident with or immediately following the date of death of the Participant. If a Participant designates his qualifying spouse as his Beneficiary, and the qualifying spouse dies prior to the payment of Pension Benefits for one hundred and twenty (120) months, the remaining Pension Benefits to be paid under (i) shall be paid to the contingent Beneficiary pursuant to Section 6.03(i) or the deemed Beneficiary of the Participant pursuant to Section 6.03(ii). The contingent or deemed Beneficiary of the Participant shall not be entitled to any

benefits under (ii) of this subsection (a) after the end of the one hundred twenty (120) months.

- (b) Effective September 22, 2020, in the event of the death of a designated Participant who is not eligible to Retire, but is otherwise entitled to a benefit under Section 8.02 at the time of his death (and who has not waived such benefit under Section 8.02(iii)), such Participant shall be deemed to have survived to his normal retirement age under Section 8.02(i) and immediately retired; provided that if the designated Participant had already reached age 65, but not commenced benefit payments, he will be treated as having elected to commence his benefit under Section 8.02(i) on the day prior to his death. A monthly Pension Benefit, determined under Section 8.02(i), will be paid as follows: (i) the monthly Pension Benefit the Participant would have been entitled to receive under Section 8.02(i) shall be paid to his Beneficiary for a period of one hundred and twenty (120) months certain and continuous; and (ii) if the Beneficiary meets the definition of, and complies with all of the requirements of proof for, a “qualifying spouse” as defined in Section 6.01, then the Beneficiary/qualifying spouse shall be further entitled to a monthly survivor benefit payment at the end of the one hundred and twenty (120) months equal to fifty-five (55%) percent of the monthly Pension Benefit paid under (i) for the life of the qualifying spouse.

The Pension Benefit under this Section 5(b) shall be payable in advance as soon as administratively possible on or after the first day of each month, with the first payment due on the first day of the month coincident with or immediately following the Participant’s 65th birthday or date of death, if later. If a Participant designates his qualifying spouse as his Beneficiary, and the qualifying spouse dies prior to the payment of Pension Benefits for one hundred and twenty (120) months, the remaining Pension Benefits to be paid under (i) shall be paid to the contingent Beneficiary pursuant to Section 6.03(i) or the deemed Beneficiary of the Participant pursuant to Section 6.03(ii). In addition, if the Participant designates his qualifying spouse as his Beneficiary, the qualifying spouse may elect to commence reduced benefits at the Participant’s earliest retirement age under Section 8.02(iv) commencing as of the first day of the month coincident with or immediately following the Participant’s 55th birthday. The contingent or deemed Beneficiary of the Participant shall not be entitled to any benefits under (ii) of this subsection (b) after the end of the one hundred twenty (120) months.

SECTION 6
QUALIFYING SPOUSE DEFINED:
WHEN QUALIFYING SPOUSE DEEMED BENEFICIARY

6.01 Qualifying Spouse Defined

The term "qualifying spouse" for purposes of this Plan shall mean the surviving spouse of the Participant who has been legally married to the Participant for a period greater than or equal to one (1) year immediately preceding the date of Participant's death. The Board may request proof of marriage from a qualifying spouse, and may determine that an individual who fails to provide such proof is not the qualifying spouse of the Participant.

6.02 Qualifying Spouse Deemed Beneficiary Where No Beneficiary Designation Made

If a Participant, with a qualifying spouse, has not made a Beneficiary designation as hereinafter provided in Section 6.03 (i), said qualifying spouse shall be deemed the Participant's Beneficiary for purposes of any benefits under this Plan.

6.03 Designation of Beneficiaries

(i) Each Participant may designate one or more Beneficiaries and one or more contingent Beneficiaries to receive the Pension Benefits, if any, which may be payable in the event of his death, pursuant to the provisions of Sections 3.02, 4.02, 5.02 and 8.02. Such designation shall be made in writing by the Participant on a form provided by the Employer. The Participant may change his designations from time to time by filing the proper change of beneficiary form with the Employer, and each properly executed change of Beneficiary form shall revoke all prior designations by the Participant. Any designation of Beneficiary of a spouse of a Participant shall become null and void upon the divorce of the Participant and the designated spouse; the Participant must execute a designation of Beneficiary favoring the former spouse after the divorce in order to name the former spouse as a valid Beneficiary of his Pension Benefit. In the event a Participant has designated a Beneficiary under the Plan Provisions in effect prior to July 1, 1982, but has not designated a Beneficiary pursuant to this Section, the Beneficiary designated under the Contract shall be deemed to be the Beneficiary designated under this Section.

(ii) If the Beneficiary and Contingent Beneficiary designated by the Participant do not survive the Participant, the Board shall direct the payment of any survivor benefit to a "deemed Beneficiary" in the following order: (a) the qualifying spouse of the deceased Participant, if living; otherwise to (b) the legal representative of the estate of the deceased Participant. Effective September 22, 2020, the value of any survivor benefits to be paid to the estate of the Participant shall be paid in an Actuarially Equivalent lump sum.

(iii) In the event of the death of a Beneficiary who survives the Participant and who, at his or her death, is receiving the benefits as described in Section 6.03(i), the remaining benefits payable shall be paid first to any surviving contingent

Beneficiary(ies) designated by the Participant to receive such benefits or, if no contingent Beneficiaries survive the prior Beneficiary, then to (a) the qualifying spouse if living of the deceased Participant, determined as of his date of death; or otherwise, in equal shares to (b) the legal representatives of the estate(s) of the most recent Beneficiary(ies) or contingent Beneficiaries of the Participant. Effective September 22, 2020, the value of any survivor benefits to be paid to the estate of the most recent Beneficiary(ies) or contingent Beneficiaries of the Participant shall be paid in an Actuarially Equivalent lump sum.

(iv) In the event the Board is uncertain as to direction of Benefit payments hereunder, the Board may elect to have a Court of applicable jurisdiction determine to whom payment of Pension Benefits should be made.

SECTION 7 RESERVED

SECTION 8 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

8.01 Termination Prior to 120 Months of Credited Service

Any Participant whose employment with the Employer terminates prior to his eligibility for Normal Retirement for any reason other than Early Retirement and whose Severance is prior to his completion of one hundred and twenty (120) months of Credited Service with the Employer during his Period of Service shall not be vested in any Pension Benefit hereunder, but shall be vested at all times in and shall be entitled to receive in one (1) lump sum payment the Participant's Contributions with Interest as provided in Section 1.19 hereof. Said lump sum shall be payable within six (6) months of the Board receiving notice of the Severance.

8.02 Termination after Completion of 120 Months of Credited Service

(i) A Participant whose employment with the Employer terminates prior to his Normal Retirement Date for any reason other than Early Retirement and whose Severance is after his completion of at least one hundred and twenty (120) months of Credited Service during his Period of Service, shall be entitled to a Pension Benefit commencing on the first day of the month coincident with or next following the Participant's 65th birthday, provided he is then alive.

(ii) The Pension Benefit to which said Participant shall be entitled under Section

8.02(i) shall be that amount of Pension Benefit as provided in Section 1.21 hereof, which shall be payable as soon as administratively possible following the first day of the month, with the first payment due on the first day of the month coincident with or immediately following the Participant's 65th birthday. The Pension Benefit shall be paid during the life of the Participant and for a period of one hundred twenty (120) months certain and continuous following the Participant's 65th birthday. The Pension Benefit under this Section 8.02 shall not be payable until the Participant files an application for the same and such application is approved by the Board.

In the event of the Participant's death within a period of one hundred twenty (120) months after his 65th birthday, the same Pension Benefit shall be payable for the remainder of the one hundred twenty (120) month period to the Participant's Beneficiary(ies) as provided for under Section 6.03 hereof. Effective for Pension Benefits commencing after September 22, 2020, if the deceased Participant shall have a qualifying spouse as defined in Section 6.01 hereof, a monthly survivor benefit payment equal to fifty-five (55%) percent of the Pension Benefit shall be payable to said qualifying spouse during said qualifying spouse's lifetime. This survivor benefit to said qualifying spouse shall be paid in advance on the first day of each month with the first payment due on the first day of the month coincident with or following the one hundred twenty (120) month period from the deceased Participant's 65th birthday.

(iii) Alternatively, a Participant subject to this Section 8.02 may elect, in writing on a form designated by the Board, to waive his right to receive the Pension Benefit provided in Section 8.02(ii) hereof and, instead, to receive in one (1) lump sum payment the Participant's Contributions With Interest as provided in Section 1.19 hereof within six (6) months of the Severance. No Participant who has made the irrevocable election referred to in Section A.03 hereof will be entitled to return of his Participant's Contributions With Interest.

(iv) Alternatively, a Participant subject to this Section 8.02 may elect, in writing on a form designated by the Board, to receive, commencing on the first day of the month coincident with or following his 55th birthday, the following: A monthly benefit equal to the Pension Benefit determined under Section 8.02(ii) above, reduced by the Actuarial Equivalent as provided under Section 1.01 hereof that is determined for the period beginning on the Participant's 55th birthday and ending on the Participant's earliest possible Normal Retirement Date, assuming that such Participant continued employment until such date, but without crediting any Months of Service for benefit accrual or retirement purposes following the early termination date.

The Pension Benefit payable under this Section 8.02(iv) shall be payable in advance as soon as administratively possible on or after the first day of the month, with the first monthly payment due on the first day of the month coincident with or

immediately following the Participant's 55th birthday, subject to approval by the Board. Subsequent monthly payments shall be made for a period certain and continuous of one hundred and twenty (120) months from the Participant's 55th birthday.

In the event of the Participant's death either after making his election but before attaining his 55th birthday or within one hundred and twenty (120) months after his 55th birthday, the same monthly benefit shall be payable for the entire or the remainder of the one hundred and twenty (120) month period to the Participant's Beneficiary(ies) as provided in Section 6.03 hereof. Effective for Pension Benefits commencing after September 22, 2020, if the deceased Participant shall have a qualifying spouse as defined in Section 6.01 hereof, a monthly survivor benefit payment equal to fifty-five (55%) percent of the Pension Benefit shall be payable to said qualifying spouse during said qualifying spouse's lifetime. This survivor benefit to said qualifying spouse shall be paid in advance on the first day of each month with the first payment due on the first day of the month coincident with or following the one hundred twenty (120) month period from the deceased Participant's 55th birthday.

SECTION 9 CONTRIBUTIONS

9.01 Employer Contributions

Contributions by the Employer shall be paid to the Board at such times and in such amounts as shall be determined by the Employer, based upon the recommendations of the Board, to provide the benefits under the Plan determined by the application of accepted actuarial methods and assumptions. The method of funding shall be consistent with Plan objectives.

The City shall contribute within a reasonable time following the close of the Plan Year of reference, such sums to the Plan as shall be sufficient to fund the benefits under the Plan determined by the application of accepted actuarial methods and assumptions, and the Board shall certify to the City the amount so determined prior to the close of the Plan Year of reference.

The City is hereby authorized, empowered and directed to levy tax on all taxable property of said City ad valorem and to use such other available funds of the City for the purpose of satisfying its obligations under the Plan.

The Water, Light and Sinking Fund Commission of the City of Dalton is hereby authorized, empowered, and directed to transfer to the City, at the request of the Board, for the benefit of the Plan, such sums as shall be sufficient to fund the benefits of Participants employed by said Commission, and their Beneficiaries, such sums to be determined in accordance with

sound actuarial principles consistently applied. The Board shall certify to said Water, Light and Sinking Fund Commission the amount so determined prior to the close of the Plan Year of reference.

9.02 Actuarial Methods

In establishing the liabilities under the Plan and Contributions thereto, the Board shall require the services of an enrolled actuary who shall use such methods and stated assumptions as will reasonably reflect the cost of the benefits. The Plan assets are to be valued on the basis of any reasonable method of valuation that takes into account the fair market value pursuant to current regulations prescribed by the Secretary of the Treasury as applicable to this Plan. There must be an actuarial valuation of the Plan as frequently as required by applicable Federal and State law but at least once every three (3) years.

9.03 Mandatory Contribution of Participant

Consistent with the requirement of the Prior Plans for a mandatory Employee Contribution on and after March 1, 1973, each Employee who is a Participant in the Plan shall contribute an amount equal to:

- (a) five percent (5%) of his or her Basic Monthly Earnings prior to January 1, 1985;
- (b) four percent (4%) of his or her Basic Monthly earnings on and after January 1, 1985 through December 31, 2007; and
- (b) five percent (5%) of his or her Basic Monthly earnings on and after January 1, 2008.

Each Participant covered under the Prior Plan and each new Participant on and after July 1, 1982, by virtue of his participation in the Plan does hereby instruct and authorize the Employer to deduct from his salary or wages the amount of his mandatory Contributions and to contribute on his behalf said withheld sum to the Plan.

In lieu of said mandatory Contribution any Participant making the irrevocable election referred to in Section A.03 (applicable; only to an employee covered under GA L. 1945 p. 593, as amended) hereof shall contribute to the Plan a total sum of twenty dollars (\$20.00) per month and by virtue of participation does hereby instruct and authorize the Employer to deduct from his salary or wages the amount of his mandatory Contributions and to contribute on his behalf said withheld sum to the Plan.

SECTION 10 MANAGEMENT AND ADMINISTRATION

10.01 Named Fiduciary(s)

The City is the Named Fiduciary which has authority to control and manage the operation and administration of the Plan. In exercising said authority, the City acts through its officers, employees, or the Board, as herein provided.

The Investment Manager is a Named Fiduciary selected by the City, with authority to manage and control Plan Assets, as provided in the applicable funding documents and Board direction.

10.02 General Fiduciary Duties

- (i) Fiduciaries of the Plan shall discharge their duties under the Plan solely in the interest of the Participants and Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.
- (ii) Fiduciaries shall act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.
- (iii) Fiduciaries shall discharge their duties in accordance with the Plan and Contract insofar as such documents are consistent with the Plan.
- (iv) Fiduciaries shall see that no Plan assets are located or held in any place outside the jurisdiction of the United States district courts, except as authorized under regulations applicable to this Plan promulgated by the Secretary of Labor.
- (v) In the course of administration of the Plan, Fiduciaries may delegate such duties and responsibilities to other parties as may be permitted by law. Such delegation, in and of itself, shall not cause the delegates to become fiduciaries under the Plan.
- (vi) Each Fiduciary may rely on information given by other fiduciaries of the Plan or other persons acting on behalf of fiduciaries where it is prudent to do so under the circumstances.
- (vii) Each Fiduciary hereof is responsible for duties and responsibilities which are specifically allocated to him under Section 10.03 and is responsible for no other duties under the Plan.
- (viii) A Fiduciary may serve, upon approval by the Board, in more than one

fiduciary capacity with respect to the Plan.

(ix) A Fiduciary may employ one or more persons to render advice with regard to any responsibility he has under the Plan.

(x) A Fiduciary may not cause the assets of the Plan to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries prior to the satisfaction of all liabilities for benefits under the Plan except to the extent permitted under Code section 401(a) (2), nor may it cause the Plan to engage in a prohibited transaction within the meaning of Code section 503(b) or any successor provisions thereto.

10.03 Allocation of Fiduciary Responsibilities

The Fiduciaries of the Plan shall have the powers and duties as specified herein, and shall be responsible for no other powers and duties under the Plan.

(i) The City: The City is responsible for naming the Certified Public Accountant, appointing the appointed members of the Board, administering the Plan through the Board, establishing a funding policy for the Plan, as herein provided, and making Contributions under the Plan pursuant to Section 9.01.

(ii) The Investment Manager: The Investment Manager shall have the duties and responsibilities set forth in any Contract and/or in any other agreements with the Board or the City concerning the Plan.

(iii) Payments: The Chairman of the Board or his/her designee shall sign all vouchers for the disbursements of the fund, and his/her written order shall fully protect the Board treasurer in the payment of the same. The Chairman of the Board and the Mayor must sign all vouchers to transfer funds between accounts held by fund asset manager(s). A majority of the Board shall control on all questions. The Chief Financial Officer shall be appointed to act as ex-officio treasurer of the Board, and the City shall obtain a bond in the amount of \$500,000 for the Chief Financial Officer to cover his/her activities in connection with monies or Plan Assets.

10.04 Board

There is hereby established, to serve without pay, a Board of Trustees whose duty it shall be to manage the Plan Assets and perform other duties as provided herein.

(i) The Board of Trustees shall be composed of three appointed trustees (the "appointed trustees") and four elected trustees (the "elected trustees"). The appointed trustees shall consist of:

- (a) the Mayor;
- (b) the Chairman of the Water, Light and Sinking Fund Commission; and
- (c) the Chairman of the Finance Committee of the Mayor and the Council of the City of Dalton.

(ii) The elected trustees shall consist of:

- (a) One trustee who is either a Participant Employee in, or a Retiree of, the Police or Fire Departments;
- (b) One trustee who is either a Participant Employee in, or a Retiree of, the Water, Light and Sinking Fund Commission;
- (c) One trustee from all other Participant Employees or Retirees;
- (d) One Retiree trustee at large elected by all Participant Employees and all Retirees.

(iii) The elected trustee from each of the above described groups in subsection (ii) shall be selected, at an election held within such group, other than the Retiree trustee at large, by secret ballot in which every Participant Employee and Retiree of such group shall be entitled to vote. The Participant Employee or Retiree receiving the plurality of votes cast, as determined by the respective Employer (or the City as to the Retiree trustee at large), in any such election shall become the elected trustee from such group. The Retiree trustee at large shall be elected by all Participant Employees and all Retirees. The Retiree receiving the plurality of votes cast, as determined by the City, shall become the elected Retiree trustee at large.

(iv) Terms for Elected Trustees.

(a) Trustees are elected for two-year terms which begin on January 1 of the year immediately following his or her election.

(b) It is intended that the terms of the terms of the trustees are staggered to ensure that the Board will not consist of all newly elected trustees during any term. In order to achieve staggered terms the following appointment provisions were applied on a one time basis only for the trustees elected in 2007 for terms in 2008 and 2009:

(1) All of the trustees elected in 2007 to serve as Board Members for the term years 2008 and 2009 served the two-year term to which they were elected, however, the Board extended the term of two of the four trustees elected in 2007 by one additional year so that two elected trustees serve a one time only term of three years. The two elected trustees who shall had their term extended by the Board for an additional year (or until 2010) were determined in the sole discretion of the Board.

(2) All subsequent trustees elected thereafter are appointed for terms of two (4) years in the even or odd year determined as a result of the application of subsection (1) above.

(v) A meeting for election of an elected trustee shall be held for each group permitted to elect such trustee within one hundred eighty (180) days of the expiration of such elected trustee's term and the members of the group entitled to vote thereon shall be given at least five days notice of said meeting.

(vi) An elected trustee may be re-elected to the Board and there shall be no limitation on the number of terms which may be served by any person as an elected trustee of the Board. An elected trustee may be removed upon petition for removal and election of a successor, as follows: Upon a petition signed by at least 51% of the Participants of the group from which the elected trustee was elected calling for removal of their representative on the Board and for an election of a Participant to serve the unexpired term of such representative, an election shall be duly held, as soon as practicable, in the same manner as the office was previously filled. All persons qualified to vote at any meeting called for removal of any such elected trustee shall be notified by the Human Resources Office at least five (5) days prior to the date set for said meeting. The removal of such original elected trustee shall be effective upon the election of his successor in the manner described in the preceding paragraph. An election shall be held, in the manner hereinbefore described, at the expiration of the term of each elected trustee, for the purpose of electing his successor. If a vacancy occurs in the offices of elected trustees, the vacancy shall be filled for the unexpired term within 30 days and in the same manner as the office was previously filled; provided, however, that during such vacancy, the action of the remaining members of the Board shall be binding with respect to all business which they may transact. Should an elected trustee be retired under this Act or cease to be in the employ of the Employer, his office shall be declared vacant.

10.05 Right to Appeal from Act or Decision of Board

Any Participant who is dissatisfied with the action of the Board shall have the right of appeal to the Superior Court of Whitfield County, Georgia, by writ of certiorari, within 30 days from the date of such action of the Board, but said Participant shall bear all of his expenses of appeal from the action of the Board.

10.06 Time and Place for Meetings of Board

The Board shall make all rules as to the time and place of meetings and for the payment of said funds to those entitled to receive the same. It shall within the month of January of each Plan Year organize by electing a chairman, a vice-chairman who shall serve when the chairman is absent, and a secretary.

10.07 Powers of the Board

The Board, in administering the Plan, shall have the following powers:

- (i) To purchase and continue one or more annuity contracts whether group or otherwise for the benefit of Participants.
- (ii) To employ agents, employees, or experts to assist said Board in carrying out the provisions of this Plan, including, but not limited to, an agent or agents to advise and make recommendations concerning the investment of funds, the Plan Actuary and Investment Advisors; and to pay reasonable compensation for such services, which compensation shall be paid from income or corpus of the Plan Assets or, at the election of the City of Dalton, from City funds.
- (iii) Without limiting the generality of the following Section 10.07 (iv) hereof, the Plan Assets may be invested in obligations issued by or on behalf of the United States or the State of Georgia and its political subdivisions.
- (iv) The Board shall have full power to invest or reinvest the Plan Assets in any kind of property, or undivided interests therein, which the Board shall deem proper (including, by way of illustration but not of limitation, real estate, stocks, bonds, mortgages, debentures, common trust funds, insurance contracts payable to the Board for the benefit of the Plan, shares or interests in investment companies, funds or (trust)) and may hold funds uninvested during any period of unsettled financial conditions, to continue the Plan Assets invested in any property received or acquired by the Board without obligation to sell all or any part thereof because not of a type or quality or constituting a diversification considered proper or wise for trust investments; to make sales of any investment without advertisements and without the necessity of obtaining an order of Court; to grant options to purchase, and to sell, convey, assign, or exchange any trust property in such manner and upon such terms as the Board shall deem proper; to lease trust property for any time, even extending beyond the term of any trust hereunder; to insure, improve, repair, alter, partition, subdivide, grant easements, or dedicate any property comprising a part of the Plan Assets and to erect or raze improvements thereon; to settle, compound, or abandon all claims and demands in favor of or against the Plan Assets; to consent to the reorganization, consolidation, or readjustment of the finances of any corporation; to vote in person or issue proxies to others to borrow money and to mortgage or pledge any trust property for any purpose deemed proper by the Board; to delegate powers, discretionary or otherwise, for any purpose to one or more nominees or agents; to hold or register any property in the Board's own name or in the name of a nominee, without disclosure of any fiduciary relationship.

Said funds and investments may also be, from time to time, turned over to and placed in the custody of any bank or trust company which is, at the time of reference, serving

as fiscal agent or expert for said City.

- (v) To generally contract in matters relevant to effectuating and achieving its purposes of this Plan.
- (vi) To receive and pay out Plan Assets in accordance with the provisions of this Plan or to contract for similar services.
- (vii) To make actuarial studies and pay the cost thereof.
- (viii) To make rules and regulations as may be necessary to the effective administration of the Plan.
- (ix) To make final determination of eligibility and amount of benefits payable to a Participant.
- (x) To interpret Plan language, to resolve all ambiguities and questions regarding the operation of the Plan, and to establish such policies and procedures as may be required for the administration of the Plan, each to be accomplished in the Board's sole and absolute discretion

10.08 Continuing Education of Trustees

Each appointed or elected trustee first appointed or elected on or after July 1, 2019, must complete a minimum of eight (8) hours of education applicable to his or her fiduciary obligations under the public retirement system as required by Georgia Code Ann. § 47-1-17 (2019). If a trustee fails to complete this education requirement within fourteen (14) months, he or she shall be removed from the Board.

Each appointed or elected trustee appointed or elected prior to July 1, 2019, or who has served one or more years as a trustee shall complete a minimum of twelve (12) hours of continuing education every two (2) years in areas applicable to his or her fiduciary obligations under the public retirement system as required by Georgia Code Ann. § 47-1-17 (2019). If such trustee fails to meet this requirement within twenty-six (26) months, he or she shall be removed from the Board.

Applicable education shall include education and training in the following areas:

- (i) Laws applicable to public retirement systems, which may include federal and state laws applicable to specific public retirement systems, laws applicable to public retirement systems trustees, the applicable common law duties of trustees listed in Title 53 of the Georgia Code, and laws related to open meetings and open records;
- (ii) Roles, duties, and responsibilities of public retirement system trustees;

- (iii) Ethics and conflicts of interest;
- (iv) Governance, administration, and funding of public retirement systems;
- (v) Investments; investment management, portfolios, and strategies; and measurements of performance; and
- (vi) Audit and actuarial principles and methods related to public retirement systems.

Applicable education may include:

- (i) Seminars, conferences, or schools sponsored by educational institutions or professional organizations;
- (ii) Online continuing education coursework;
- (iii) Continuing education received at any public retirement system meeting; or
- (iv) Any other continuing education approved by the public retirement system.

SECTION 11 AMENDMENT OF PLAN

The governing authority of the City of Dalton, Georgia shall have the exclusive power to amend, terminate, merge or modify the Plan only by an ordinance properly approved by the City, and not by course of conduct. However, no such amendment or modification (except such amendment or modification as is required to qualify or maintain qualification of the Plan under the appropriate sections of the Internal Revenue Code, Department of Labor regulation or other applicable Federal or State law) shall make it possible for any part of the assets of the Plan (other than assets as required to pay taxes, administrative expenses, or other items to be charges on the Plan) to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries prior to the satisfaction of all liabilities for benefits under the Plan with respect to such person. The Participants shall not have any contractual rights, under state law, to any particular benefits or procedures as the City's right to amend, terminate, merge or modify is absolute and subject only to the limitations as provided herein.

SECTION 12 MISCELLANEOUS

12.01 Forms

All consents, elections, applications, and designations required or permitted under the Plan must be made on forms prescribed and furnished by the Board or the Investment Manager, if required.

12.02 Proof of Survival of Benefit Claimant

Where a retirement benefit is contingent upon the survival of any person, evidence of such person's survival must be furnished to the Board and the Investment Manager, if required, by personal Endorsement by such person of the check drawn for said payment, or other evidence satisfactory to the Board or Investment Manager, if required.

12.03 Effect of Misstated Facts

If it is found that the date of birth or sex of a Participant or Beneficiary has been misstated or that the length of service, Credited Service, compensation, or date of employment of a Participant has been misstated, the amount of payments with respect to such Participant or Beneficiary shall be the amount which would have been payable if such fact or facts had not been misstated, and in no case shall any person be entitled to receive any greater benefit than that which would have been payable on the basis of the true facts. Overpayment shall be charged against, and underpayments shall be added to, any payments accruing to a Participant or Beneficiary made in accordance with actuarial determination.

12.04 Construction

In the construction of this Plan, the masculine shall include the feminine and singular the plural in all cases where such meanings would be appropriate. The Plan shall be construed and enforced according to the laws of the State of Georgia, and in accordance with any applicable federal statutes and regulations.

12.05 Limitations of Assignment - QDRO

No Participant or Beneficiary shall have a right to assign, transfer, hypothecate, encumber, commute, or anticipate his interest in any payment under the Plan, and such payments shall not in any way be subject to any legal processes to levy upon or attach the same for payment of any claim against any Participant or Beneficiary. Notwithstanding the above the Plan shall give proper recognition to a qualified domestic relations order as provided in the Code.

12.06 Obligations of Employer

Nothing contained in the Plan shall be deemed to give any Employee of the Employer or any Participant the right to be retained in the service of the Employer, or to interfere with the right of the Employer to discharge any Employee or Participant at any time, without regard to the effect which such discharge shall have upon his rights, if any, under the Plan.

12.07 Payments to Incompetents

If the Board and/or the Investment Manager shall receive evidence satisfactory to it that (i) a Participant or Beneficiary entitled to receive any benefits under the Plan is physically or mentally incompetent to receive such benefit and to give a valid release therefor, and (ii) another person or institution is then maintaining or has custody of such Participant or Beneficiary, and (iii) no guardian, committee, or other representative of the estate of such Participant or Beneficiary shall have been duly appointed, the benefit otherwise payable to such Participant or Beneficiary may be paid to such other person or institution, and the release of such other person or institution shall be a valid and complete discharge for the payment of such benefit.

12.08 Custody of Any Funds in Investment Manager

Any assets of the Plan held by the Investment Manager will be held for use in accordance with provisions of the Plan and Contract, and no part thereof shall be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries prior to the satisfaction of all liabilities for benefits under the Plan with respect to such persons. No Participant or Beneficiary, or any other person, shall have any interest in or right to any part of the assets of the Plan, except as, and to extent expressly provided in the Plan and Contract.

12.09 Discrimination

The Employer, through the Board, shall administer the Plan in a uniform and consistent manner with respect to all Participants, and shall not permit discrimination in favor of officers or highly compensated Employees.

12.10 Forfeitures

Forfeitures arising from any cause whatsoever under this Plan shall not be applied to increase the benefits any Participant would otherwise receive under the Plan at any time prior to the termination of the Plan or the complete discontinuance of Employer contributions hereunder; forfeitures shall be applied to reduce the Employer's contributions under the Plan in the then current or subsequent years.

12.11 Disappearance of Participant or Beneficiary

In the event that any Participant or Beneficiary receiving or entitled to receive benefits under the Plan should disappear and fail to respond within 60 days to a written notice sent by the Board by registered or certified mail, informing him of his entitlement to receive benefits under the Plan, the Board may pay such benefits or any portion thereof, which the Board determines to be appropriate, to Beneficiary of Participant as defined in Section 6.03 hereof until such Participant or Beneficiary is located or until such benefits are paid in full,

whichever event shall first occur.

If the Board has received no request for payment of such benefits from the Participant or Beneficiary and has made no such payments within the applicable period of limitation of actions after the same became payable, then the benefits under the Plan shall be payable pursuant to the direction of a court of applicable jurisdiction.

12.12 Compliance with Applicable Laws

(i) The Employer, through the Board, shall interpret and administer the Plan in such manner that the Plan shall remain in compliance with Sections 401(a) and 501(a) of the Internal Revenue Code, of 1986, as amended, and all other applicable Federal or State laws, regulations, and rulings, as a qualified "governmental" Plan.

(ii) Anything herein to the contrary notwithstanding, the annual retirement benefit payable under this Plan to a Participant shall not exceed the Actuarial Equivalent of a straight life annuity equal to \$160,000 or such other maximum permitted under Code Section 415(b)(1)(A) (hereinafter referred to as the "Dollar Limit"), effective as the effective date of such other maximum. Such limits shall be adjusted as prescribed by this Section. The limitation year for purposes of this Section shall be the calendar year.

The above referenced Dollar Limit will be adjusted annually for cost of living increases in accordance with Section 415(d) of the Code.

In no event shall the provisions above limit a Participant to a maximum allowable annual benefit, payable under any form of payment, of less than \$1,000 for each year of Service up to a maximum of \$10,000 provided such Participant never participated in a defined contribution plan maintained by the Employer (other than the contributory portion of a defined benefit plan) and his total annual benefit payable from all defined benefit plans of the Employer does not exceed \$10,000.

For purposes of applying the limitations described in the first paragraph of this section, "Compensation" means a Participant's total earnings including, but not limited to, overtime, bonuses and commissions and any other form of compensation required for inclusion under Section 415(b)(3) of the Code. Notwithstanding anything to the contrary, "Compensation" for purposes of this Section shall include any before-tax contributions under any plan or arrangement maintained by an Employer under Sections 125, 401(k), 402(h), 403(b) or 457(b) of the Code.

Except in the case of a qualified participant as defined in Section 415(b)(2)(H) of the Code (e.g., certain Police and Firefighters with 15 years of service as defined therein), if such retirement income commences before a Participant's attainment of age 62, the maximum annual limit shall be the Actuarial Equivalent of the dollar

limitation payable at such Participant's attainment of age 62. However, the interest factor may not be less than 5%. The adjustment provided for in the preceding sentences shall be made in such manner as the Secretary of the Treasury may prescribe which is consistent with the reduction for old age insurance benefits commencing before the attainment of age 62 under the Social Security Act. The reduction under this paragraph shall not reduce the limitation below (i) \$75,000 if the benefit begins at or after age 55, or (ii) if the benefit begins before age 55, the Actuarial Equivalent of the \$75,000 limitation for age 55.

If such retirement income commences after a Participant's attainment of age 65, the maximum annual limit shall be the Actuarial Equivalent of the dollar limitation payable at such Participant's attainment of age 65. However, the interest factor may not exceed 5%.

For a Participant with less than 10 years of participation in this Plan, the maximum annual dollar limit shall be multiplied by the ratio of the Participant's years of Plan participation to the number 10, provided such dollar limit is not reduced to an amount less than one-tenth by such limitation.

The above limits are intended to limit the benefits under this Plan to the extent required under Section 415(b) of the Code but not to limit them more than is required, and shall be interpreted or deemed modified as necessary to meet this objective.

(iii) Notwithstanding any other provision of this Plan, all distributions provided for herein shall meet the requirements of Code section 401(a)(9). To the extent that the form of benefits otherwise provided under this Plan would otherwise violate the limitations of Code section 401(a)(9), it shall be converted into a form of benefits which has the maximum length of payout permitted under Code section 401(a)(9), which is the Actuarial Equivalent of the form otherwise payable.

(iv) Notwithstanding any other provision of this Plan, any Participant who receives an eligible rollover distribution from this Plan may elect to have such distribution rolled directly over to any other qualified plan or individual retirement account or annuity specified by the Participant which permits such direct rollovers. In addition, for Plan Years beginning after 2006, a rollover distribution from the Plan made on behalf of a deceased Participant to a Beneficiary may be made to an inherited individual retirement account.

(v) The annualized Basic Monthly Earnings of a Participant may not exceed the limits of Section 401(a)(17) of the Code, as adjusted from time to time.

12.13 Return of Plan Assets to the Employer

The assets of the Plan shall be held for the exclusive purposes of providing benefits to Participants and Beneficiaries, and shall never inure to the benefit of the Employer, except...

Where the Employer Contribution was made by a mistake of fact, such Contribution shall be returned to the Employer within one year after the payment of the contribution;

Upon payment of any Contribution to the Board, except as above provided, the Employer's right, title and interest therein shall cease and terminate and no part of the corpus or income of the Plan shall ever revert to the Employer except as provided by law.

12.14 Merger

In the event of any merger or consolidation of the Plan with any other plan, or the transfer of assets or liabilities by the Plan to another plan, each Participant must receive (assuming that the Plan then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before the merger, consolidation, or transfer (assuming that the Plan had then terminated).

12.15 Claims Procedures

(i) Initial Stage: In the event the Board denies a claim for benefits under the Plan submitted by a Participant or Beneficiary, hereinafter referred to as Claimant, the Board shall provide adequate notice in writing to the Claimant, within a reasonable time after the receipt of the claim, setting forth, in a manner calculated to be understood by the claimant, the following:

- (a) specific reason(s) for the denial;
- (b) specific reference (s) to Plan provisions on which the denial is based;
- (c) a description of any materials or information necessary to perfect the claim and why they are necessary;
- (d) an explanation of the review procedure of the Plan.

(ii) Appellate Stage: A claimant shall have 60 days to appeal a denial of a claim for benefits to the Board. A claimant or his duly authorized representative must request an appeal in writing to the Board, and shall be allowed to review pertinent documents and submit issues and comments in writing.

The Board shall afford the claimant a full and fair review of his claim for benefits and shall make a decision on review as promptly as possible, but in no event later than 60 days following the written request for review.

The decision on review shall be in writing and shall include specific reasons for the decision and specific references to Plan provisions on which the decision is based,

and shall be written in a manner calculated to be understood by the Claimant.

12.16 No Pension Benefit Payable Before Termination of Employment; Pension to Cease if Again Placed on Payroll

(i) No benefit, sum or amount may be distributed to any Participant from the Plan prior to his Severance. Notwithstanding the foregoing, nothing in this Section 12.16 shall prohibit a Participant from receiving any benefits designated to him/her as a Beneficiary of another Participant of this Plan.

(ii) Any person receiving a Pension Benefit under this Plan and who shall be re-employed by an Employer hereunder shall cease to receive any monthly Pension Benefit to which he is otherwise entitled during any period of re-employment by the Employer, unless such entitlement occurred because the Participant was a Beneficiary of another Participant under the Plan. Upon termination of such reemployment, the monthly Pension Benefit to which the Participant is entitled shall resume.

12.17 Reserved

12.18 Power to Adopt Salary Schedules

Each Employer is hereby authorized and empowered as part of its adoption of schedules of wage and salary payments, to provide for contractual agreements for the payment of deferred wages and salaries to persons employed by said Employers or under their authority.

12.19 Severability

If any provision of this Plan or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Plan which can be given effect without the invalid provision or application and, to the end, the provisions of this Plan are severable.

12.20 Repeal of Permanent Disability and Death Benefit under Prior Plan

Any Participant under the Prior Plan who dies or becomes permanently disabled as defined in Section 10 of said Prior Plan (GA L. 1974, p. 2744, as amended) on or before July 1, 1982, shall be entitled to the benefit provided in said Section 10 of the Prior Plan. The death and permanent disability benefits provided in said Section 10 of the Prior Plan are repealed as to any Participant dying or becoming permanently disabled on and after July 1, 1982.

EXHIBIT A
SPECIAL NORMAL RETIREMENT ELECTIONS

A.03 Election of Fixed Monthly Benefit Under Prior Plan

A Participant who has made the irrevocable election or prior to retirement elects under Section 6(b) and (c) of the Prior Plan (GA L. 1974, p. 2744, as amended) the fixed monthly retirement benefit of one hundred (\$100) dollars per month payable during the Participant's life upon the Participant attaining age 65 or completing twenty-five (25) years of continuous service, shall be entitled only to said elected benefit and Section 3.01, 3.02, and A.03 hereof are not applicable to said electing Participant. The irrevocable election provided in the foregoing paragraph shall be made on a form prescribed by the Board and only those Participants under the Prior Plan covered under the pension provisions of Ga. L. 1945, p. 593, as amended, are eligible to make such election.

A.04 Special Normal Retirement Benefits for Certain Public Works Employees

Each "eligible Participant" (as such term is defined below for purposes of this Section A.04) may apply to the City, on or before September 22, 2008, to Retire and receive the Normal Retirement benefit defined in this Section A.04. An "eligible Participant" means any Participant who as of September 30, 2008 (i) is an employee of the Public Works Department; (ii) applied to participate in the "Early Retirement Plan" for Public Works employees established in 2008 (the "ERP"); and (iii) and was determined by the City to be eligible to be a participant in the ERP eligible for Normal Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997. Each eligible Participant whose application for special Normal Retirement benefits is approved by the City and who meets the criteria established by the City for such special benefits shall be an "approved Participant". The enhanced service benefit provides the approved Participant with the minimum number of months of Credited Service that would allow the approved Participant to meet the requirements for Normal Retirement up to a maximum of twenty four (24) months. The enhanced age benefit deems the age of the approved Participant to be increased by the minimum number of months required for the approved Participant to reach the age requirement for Normal Retirement benefits up to a maximum of twenty four (24) months. An approved Participant eligible for the special Normal Retirement benefit under this Section A.04 may divide the twenty four (24) months enhanced benefit between Credited Service and age, subject to the limits in the preceding two sentences. The application by an eligible Participant to receive a Normal Retirement benefit under this Section A.04 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Normal Retirement benefit must Retire on or

before October 20, 2008, as determined by the City. The Normal Retirement benefit of an approved Participant retiring under this Section A.04 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

A.05 Special Normal Retirement Benefits for Certain Recreation Department Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section A.05) may apply to the City, on or before December 30, 2008, to Retire and receive the Normal Retirement benefit defined in this Section A.05. An “eligible Participant” means any Participant who as of December 30, 2008 (i) is an employee of the Recreation Department; (ii) applied to participate in the “Early Retirement Plan” for Recreation Department employees established in 2008 (the “ERP”); and (iii) and was determined by the City to be eligible to be a participant in the ERP eligible for Normal Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997, if the eligible Participant requests credited service for any accrued but unused vacation and sick leave. Each eligible Participant whose application for special Normal Retirement benefits is approved by the City and who meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced service benefit provides the approved Participant with the minimum number of months of Credited Service that would allow the approved Participant to meet the requirements for Normal Retirement up to a maximum of twenty four (24) months. The enhanced age benefit deems the age of the approved Participant to be increased by the minimum number of months required for the approved Participant to reach the age requirement for Normal Retirement benefits up to a maximum of twenty four (24) months. An approved Participant eligible for the special Normal Retirement benefit under this Section A.05 may divide the twenty four (24) months enhanced benefit between Credited Service and age, subject to the limits in the preceding two sentences. The application by an eligible Participant to receive a Normal Retirement benefit under this Section A.05 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Normal Retirement benefit must Retire on or before December 30, 2008, as determined by the City. The Normal Retirement benefit of an approved Participant retiring under this Section A.05 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

A.06 Special Normal Retirement Benefits for Certain Administrative Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section A.06) may apply to the City, on or before December 30, 2008, to Retire and receive the Normal Retirement benefit defined in this Section A.06. An “eligible Participant” means any Participant who as of December 30, 2008 (i) is an administrative employee of the city

finance, human resources, clerk or administration departments; (ii) applied to participate in the “Early Retirement Plan” for the city finance, human resources, clerk or administration departments established in 2008 (the “ERP”); and (iii) and was determined by the City to eligible to be a participant in the ERP eligible for Normal Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997. Each eligible Participant whose application for special Normal Retirement benefits is approved by the City and who meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced service benefit provides the approved Participant with the minimum number of months of Credited Service that would allow the approved Participant to meet the requirements for Normal Retirement up to a maximum of twenty four (24) months. The enhanced age benefit deems the age of the approved Participant to be increased by the minimum number of months required for the approved Participant to reach the age requirement for Normal Retirement benefits up to a maximum of twenty four (24) months. An approved Participant eligible for the special Normal Retirement benefit under this Section A.06 may divide the twenty four (24) months enhanced benefit between Credited Service and age, subject to the limits in the preceding two sentences. The application by an eligible Participant to receive a Normal Retirement benefit under this Section A.06 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Normal Retirement benefit must Retire on or before December 30, 2008, as determined by the City. The Normal Retirement benefit of an approved Participant retiring under this Section A.06 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

EXHIBIT B
SPECIAL EARLY RETIREMENT ELECTIONS

B.04 Special Early Retirement Benefits for Certain Public Works Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section B.04) may apply to the City, on or before September 22, 2008, to Retire and receive the Early Retirement benefit defined in this Section B.04. An “eligible Participant” means any Participant who as of September 30, 2008 (i) is an employee of the Public Works Department; (ii) applied to participate in the “Early Retirement Plan” for Public Works employees established in 2008 (the “ERP”); and (iii) was determined by the City to be eligible to be a participant in the ERP eligible for Early Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section, and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997. Each eligible Participant whose application for Early Retirement is approved by the City and who is approved meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced service benefit provides the approved Participant with up to an additional twenty four (24) months of Credited Service under the Plan. The enhanced age benefit deems the age of the approved Participant to be increased by up to twenty four (24) months. An approved Participant electing the special Early Retirement benefit under this Section B.04 may divide the twenty four (24) months enhanced benefit between Credited Service and age, as long as an Early Retirement criterion is met. The application by an eligible Participant to receive an Early Retirement benefit under this Section B.04 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Early Retirement benefit must Retire on or before October 20, 2008, as determined by the City. The Early Retirement benefit of an approved Participant retiring under this Section B.04 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

B.05 Special Early Retirement Benefits for Certain Recreation Department Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section B.05) may apply to the City, on or before December 30, 2008, to Retire and receive the Early Retirement benefit defined in this Section B.05. An “eligible Participant” means any Participant who as of December 30, 2008 (i) is an employee of the Recreation Department; (ii) applied to participate in the “Early Retirement Plan” for Recreation Department employees established in 2008 (the “ERP”); and (iii) was determined by the City to be eligible to be a participant in the ERP eligible for Early Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section, and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an

effective date of April 1, 1997, if the eligible Participant requests credited service for any accrued but unused vacation and sick leave. Each eligible Participant whose application for Early Retirement is approved by the City and who is approved meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced service benefit provides the approved Participant with up to an additional twenty four (24) months of Credited Service under the Plan. The enhanced age benefit deems the age of the approved Participant to be increased by up to twenty four (24) months. An approved Participant electing the special Early Retirement benefit under this Section B.05 may divide the twenty four (24) months enhanced benefit between Credited Service and age, as long as an Early Retirement criterion is met. The application by an eligible Participant to receive an Early Retirement benefit under this Section B.05 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Early Retirement benefit must Retire on or before December 30, 2008, as determined by the City. The Early Retirement benefit of an approved Participant retiring under this Section B.05 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

B.06 Special Early Retirement Benefits for Certain Administrative Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section B.06) may apply to the City, on or before December 30, 2008, to Retire and receive the Early Retirement benefit defined in this Section B.06. An “eligible Participant” means any Participant who as of December 30, 2008 (i) is an administrative employee of the city finance, human resources, clerk or administration departments; (ii) applied to participate in the “Early Retirement Plan” for administrative employees of the city finance, human resources, clerk or administration departments established in 2008 (the “ERP”); and (iii) was determined by the City to be eligible to be a participant in the ERP eligible for Early Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section, and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997. Each eligible Participant whose application for Early Retirement is approved by the City and who is approved meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced service benefit provides the approved Participant with up to an additional twenty four (24) months of Credited Service under the Plan. The enhanced age benefit deems the age of the approved Participant to be increased by up to twenty four (24) months. An approved Participant electing the special Early Retirement benefit under this Section B.06 may divide the twenty four (24) months enhanced benefit between Credited Service and age, as long as an Early Retirement criterion is met. The application by an eligible Participant to receive an Early Retirement benefit under this Section B.06 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Early Retirement benefit must Retire on or before December 30, 2008, as determined by the City. The Early Retirement benefit of an approved Participant retiring under this Section B.06 shall be equal

to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.

B.07 Special Early Retirement Benefits for Certain Building Inspection Department Employees

Each “eligible Participant” (as such term is defined below for purposes of this Section B.07) may apply to the City, on or before September 7, 2009, to Retire and receive the Early Retirement benefit defined in this Section B.07. An “eligible Participant” means any Participant who as of September 7, 2009 (i) is an employee of the Building Inspection Department; (ii) applied for Early Retirement as a result of the termination of their employment by the City due to the elimination of the Building Inspection Department; and (iii) was determined by the City to be eligible for Early Retirement, taking into consideration the enhanced service benefit and/or enhanced age benefit provided under this Section, and credited service for any accrued but unused vacation and sick leave up to the amount authorized pursuant to the resolution by the Mayor and Council dated March 3, 1997, with an effective date of April 1, 1997, if the eligible Participant requests credited service for any accrued but unused vacation and sick leave. Each eligible Participant whose application for Early Retirement is approved by the City and who is approved meets the criteria established by the City for such special benefits shall be an “approved Participant”. The enhanced benefit provides the approved Participant with a total of an additional twenty four (24) months of (i) Credited Service ; or (ii) enhanced age benefit; or (iii) a combination of Credited Service and enhanced age. The application by an eligible Participant to receive an Early Retirement benefit under this Section B.07 must be made pursuant to the application procedures and requirements established by the Board. An approved Participant electing the special Early Retirement benefit must Retire on or before September 7, 2009, as determined by the City. The Early Retirement benefit of an approved Participant retiring under this Section B.07 shall be equal to his or her Pension Benefit, which shall be determined after taking into account the enhanced service and/or age elected by the approved Participant.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/2020

Agenda Item: The request of Hammond Creek Capital, LLC to annex parcels A and B totaling 91.745 acres into the City of Dalton as General Commercial (C-2) located at the North Bypass. Parcels (12-163-05-005) and (12-166-06-000)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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 the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-18

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Maintain The General Commercial (C-2) Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Hammond Creek Capital, LLC has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at the North By-Pass and Pleasant Grove Drive, NE and identified as Parcel Nos. 12-163-05-005 and 12-166-06-000;

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the annexation request is pursuant to the 100% method authorized by O.C.G.A. §36-36-20 et seq.;

WHEREAS, the Property is currently zoned General Commercial (C-2);

WHEREAS, the Owner is requesting the Property be maintained as General Commercial (C-2);

WHEREAS, the annexation and zoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed annexation and zoning of the Property at a duly noticed public hearing held on November 30, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of

the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Council find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter described are hereby annexed into the corporate limits of the City of Dalton:

Tract No. 1, Tax Parcel No.: 12-163-05-005:

All that tract or parcel of land lying and being in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 65.30 acres, and being more particularly described according to a plat of survey prepared for Hollis & Hollis Development Company, by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated May 22, 2006, and being more particularly described according to said survey as follows:

BEGINNING at a concrete monument located at the southeast corner of said Land Lot No. 140; thence north 89 degrees 11 minutes 12 seconds west, along the south line of said Land Lot No. 140, a distance of 304.55 feet to a right of way monument; thence running in a northwesterly direction, along the northeast right of way line of the North Dalton Bypass, the following courses and distances, to wit: north 23 degrees 41 minutes 13 seconds west, 237.76 feet to a right of way monument; north 67 degrees 43 minutes 12 seconds west, 171.02 feet; north 50 degrees 36 minutes 43 seconds west, 89.83 feet; north 53 degrees 02 minutes 29 seconds west, 52.32 feet; north 54 degrees 37 minutes 54 seconds west, 58.70 feet; north 56 degrees 06 minutes 50 seconds west, 64.18 feet; north 59 degrees 00 minutes 49 seconds west, 80.22 feet; north 60 degrees 23 minutes 18 seconds west, 90.44 feet; north 63 degrees

21 minutes 01 seconds west, 93.69 feet; north 66 degrees 25 minutes 04 seconds west, 102.97 feet; north 69 degrees 26 minutes 38 seconds west, 119.07 feet; north 72 degrees 47 minutes 28 seconds west, 119.90 feet to an iron pin; thence north 00 degrees 23 minutes 45 seconds west a distance of 239.13 feet to an iron pin; thence north 00 degrees 19 minutes 54 seconds west a distance of 240.95 feet to an iron pin; thence north 00 degrees 23 minutes 47 seconds west a distance of 1,315.18 feet to an iron pin; thence south 89 degrees 56 minutes 02 seconds east a distance of 1,320.05 feet to an iron pin; thence running in a southerly direction, along the west right of way line of Brooker Road, the following courses and distances, to wit: south 00 degrees 43 minutes 36 seconds east, 177.47 feet; south 00 degrees 21 minutes 16 seconds west, 63.02 feet; south 00 degrees 20 minutes 12 seconds west, 80.65 feet; south 00 degrees 06 seconds 58 seconds east, 86.27 feet; south 02 degrees 09 minutes 10 seconds east, 83.17 feet; south 04 degrees 40 minutes 50 seconds east, 79.14 feet; south 06 degrees 46 minutes 28 seconds east, 77.20 feet; thence south 00 degrees 11 minutes 09 seconds west, along the east line of said Land Lot No. 140, a distance of 1,839.26 feet to a concrete monument, which is the POINT OF BEGINNING.

Tract No. 2, Tax Parcel No.: 12-166-06-000:

All that tract or parcel of land lying and being in Land Lot Nos. 139, 165 and 166 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 98.84 acres, and being more particularly described as Tract Nos. 1 and 2 according to a plat of survey prepared for Hollis & Hollis, by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated April 10, 2006, and being more particularly described according to said survey as follows:

BEGINNING at a concrete monument located at the southwest corner of said Land Lot No. 139; thence north 00 degrees 11 minutes 29 seconds east, along the west line of said Land Lot No. 139, a distance of 1,837.80 feet to the point of intersection of said Land Lot line and the southwest right of way line of Brooker Road; thence running in a southeasterly direction, as measured along the southwest right of way line of Brooker Road, the following courses and distances, to wit: south 10 degrees 34 minutes 03 seconds east, 139.47 feet; south 17 degrees 03 minutes 07 seconds east, 109.29 feet; south 28 degrees 25 minutes 27 seconds east, 90.15 feet; south 43 degrees 47 minutes 58 seconds east, 82.86 feet; south 54 degrees 56 minutes 52 seconds east, 73.37 feet; south 61 degrees 17 minutes 28 seconds east, 118.05 feet; south 61 degrees 21 minutes 12 seconds east, 108.16 feet; south 60 degrees 16 minutes 22 seconds east, 138.03 feet; south 60 degrees 55 minutes 18 seconds east, 145.80 feet; south 63 degrees 11 minutes 24 seconds east, 156.09 feet; south 63 degrees 52 minutes 07 seconds east, 150.29 feet; south 58 degrees 59 minutes 48 seconds east, 115.10 feet; south 51 degrees 28 minutes 30 seconds east, 79.32 feet; south 49 degrees 16 minutes 01 seconds east, 156.83 feet; south 48 degrees 42 seconds 48 seconds east, 64.19 feet; thence running in a southeasterly direction, along the southwest right of way line of Brooker Road, along a curve to the right (a radius of 1,056.77 feet), an arc distance of 228.85 feet; thence running in a southeasterly direction, as measured along the southwest right of way line of Brooker Road, the following courses and distances, to wit: south 29 degrees 59 minutes 07 seconds east, 80.67 feet; south 27 degrees 45 minutes 02 seconds east, 139.94 feet; south 25 degrees 50 minutes 19 seconds east, 130.82 feet; south 23 degrees 09 minutes 45 seconds east, 100.39 feet; south 19 degrees 54 minutes

54 seconds east, 119.70 feet; south 19 degrees 23 minutes 29 seconds east, 53.92 feet; south 19 degrees 23 minutes 29 seconds east, 60.23 feet; south 22 degrees 28 minutes 50 seconds east, 86.01 feet; south 33 degrees 29 minutes 26 seconds east, 77.93 feet; south 45 degrees 59 minutes 59 seconds east, 106.75 feet; and south 53 degrees 21 minutes 35 seconds east, 79.27 feet to an iron pin; thence leaving the southwest right of way line of Brooker Road, and running south 08 degrees 38 minutes 50 seconds west a distance of 502.75 feet; thence south 01 degrees 32 minutes 46 seconds west a distance of 780.75 feet to an iron pin; thence north 82 degrees 38 minutes 16 seconds west a distance of 1,454.65 feet to a right of way marker located in the northeast right of way line of the North Dalton Bypass; thence running in a northwesterly direction, along the northeast right of way line of the North Dalton Bypass, the following courses and distances, to wit: north 31 degrees 35 minutes 20 seconds west, 258.36 feet to a right of way marker; north 19 degrees 42 minutes 41 seconds west, 538.05 feet to a right of way marker; north 23 degrees 07 minutes 26 seconds west, 430.28 feet to a right of way marker; thence south 58 degrees 12 minutes 21 seconds west, 10.54 feet to a right of way marker; north 33 degrees 30 minutes 26 seconds west, 284.82 feet to a right of way marker; and north 23 degrees 38 minutes 32 seconds west, 41.53 feet to an iron pin; thence leaving the northeast right of way line of the North Dalton Bypass, and running south 89 degrees 11 minutes 12 seconds east, along the north line of said Land Lot No. 165, a distance of 304.55 feet to the northeast corner of said Land Lot No. 165, which is the POINT OF BEGINNING.

LESS AND EXCEPT the 8.46 acre portion of the above described property conveyed to Whitfield County, Georgia in that certain Right of Way Deed dated December 9, 2011, and recorded in Deed Book 5674 Page 83, Whitfield County, Georgia Land Records.

LESS AND EXCEPT the 37.17 acre portion of the above described property conveyed to the City of Dalton Georgia Board of Education in that certain Limited Deed of Gift dated December 19, 2017 and recorded in Deed Book 6620 Page 33, Whitfield County, Georgia Land Records.

LESS AND EXCEPT the 25.47 acre portion of the above described property conveyed to Brooker Drive Properties, LLC in that certain Limited Warranty Deed dated December 29, 2017 and recorded in Deed Book 6623 Page 181, Whitfield County, Georgia Land Records.

Section 4.

The Property shall remain General Commercial (C-2) zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 91.745 acres. No streets or roads are affected by this annexation.

Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, to the Georgia Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 7.

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the annexation and zoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the annexation and zoning of the Property as approved herein.

Section 8.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 9.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 11.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have

been met.

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

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

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: December 4, 2020

SUBJECT: The request of Hammond Creek Capital, LLC to annex parcels A and B totaling 91.745 acres into the City of Dalton as General Commercial (C-2) located at the North Bypass. Parcels (12-163-05-005) and (12-166-06-000) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 30, 2020 at 6:00 p.m. at the Edwards Park Complex located at 115 Edwards Park Dalton, GA. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present via video conference. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Chuck Dobbins with power of attorney.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis, which was in favor of the annexation into the City of Dalton. There were no further questions for Calhoun.

Chuck Dobbins represented the petitioner with Power of Attorney and stated that annexing the subject property into the City was the petitioner's first step towards the development of the subject property. Dobbins then stated that the long-term plan for the subject property is still in the preliminary design phase. Dobbins then described the current goals for the developer were to incorporate various residential components as well as some commercial development as part of a planned community on the subject property. Dobbins clarified that the current C-2 zoning of the subject property was sufficient at this time since the detailed site plan for the property was not yet completed, and he stated that the petitioner would likely return at a later time in order to seek a rezoning once a site plan is completed.

With no other comments heard for or against this hearing closed at approximately 6:25pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested annexation into the City of Dalton. **Mr. Pennington then made a motion to recommend the annexation into the City of Dalton based on his agreement with the content of the staff analysis. Ms. McClurg then seconded the motion and a unanimous recommendation to approve the annexation into the City of Dalton followed, 4-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE: The request of Hammond Creek Capital to annex a tract of land totaling 91.74 acres, zoned General Commercial (C-2) and located along The North Bypass and Pleasant Grove Drive into the City of Dalton (Parcels 12-163-05-005, 12-166-06-000) (Dalton)

Since the applicant filed the annexation request they are not required to attend the public hearing under Georgia law. This annexation would have the effect of changing jurisdictions while maintaining the same zoning district on the subject property due to the Unified Zoning Ordinance used by both Whitfield County and the City of Dalton.

The surrounding land uses and zoning are as follows: 1) To the north are several undeveloped tracts that vary in size from 1-acre to 118-acres. The larger northern tracts are zoned General Agriculture GA, while the smaller northern tracts are zoned Low-Density Single-Family Residential R-2; 2) to the east is a tract totaling 37-acres that contains the new City of Dalton Middle School and is zoned C-2; 3) to the south are two adjacent lots across the North Bypass. The largest tract is zoned R-2 and contains Heritage Park while the smaller tract zoned M-2 contains a manufacturing operation; 4) to the west are three adjacent tracts. The smaller western adjacent tracts are zoned C-2 and contain commercial operations while the larger tract is part of the Dalton Country Club. All in all, a review of the zoning map shows a convergence of residential, commercial, and industrial zone districts that is consistent with the existing land use in this area.

The subject property is currently within the jurisdiction of the Whitfield County Board of Commissioners, but the subject property is flanked on majority of its border by the City of Dalton's corporate boundaries.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met?	<u>X</u>		
	1. Legal ad November 13, 2020 (16 days notice)			
	2. Property posted November 13, 2020 (Yes -- one sign on the lot frontage; 16 days notice.)			
C.	Has a plat been submitted showing a subdivision of land?		<u>X</u>	

<p>D. The following special requirements have an impact on this request:</p> <p>100-year flood plain</p> <p>Site Plan (none required)</p> <p>Buffer Zones (none required)</p> <p>Soil Erosion/Sedimentation Plan</p> <p>Storm Water Requirements</p>		<p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p>	
---	--	---	--

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

Yes. The proposed annexation would create a more consistent boundary for the City of Dalton. Since the City participates in the Unified Zoning Ordinance the property's current zone district would be unchanged upon annexation. Considering the subject property is surrounded by the City of Dalton on the majority of its boundary, this annexation would help to create a more consistent boundary if it is approved.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

No impact is expected. The annexation will change the property's governing jurisdiction, but the use of the land will remain the same unless rezoned by the City of Dalton post-annexation.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property is currently zoned C-2 in the County and because of the Unified Zoning Ordinance, the annexation, if approved, will maintain the same C-2 zoning designation.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. The zoning will be the same, but the governing jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by their choice. There is no identifiable hardship under the subject property's current zone district or governing jurisdiction, but the annexation of the subject property, if approved, would create a more consistent boundary for the City of Dalton.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected. The vicinity has all available services - water, sewer, fire, natural gas, and electricity.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been

amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The subject property is within the Regional Activity Center character area. This character area is intended for larger commercial-style land uses and/or recreation centers to create a destination for visitors beyond the immediate area. Since the current C-2 zoning is not affected by the proposed annexation, the current zoning would be appropriate for this area regarding the comprehensive plan.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

Compared to some requests, this one is easy. The use and zoning proposed is reflective of uses and zoning in the vicinity. No special conditions or patterns are identified.

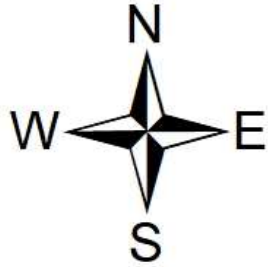
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

While it is clear that the subject property has remained undeveloped for some time, there are no factors affecting the subject property that would inhibit development as it is currently zoned. There is a large electrical utility line easement dissecting the subject property, but the utility easement is not so significant that it would thwart potential commercial development.

CONCLUSION: The staff recommendation is that the subject property is very much suited for the requested annexation into the City of Dalton.

Hammond Creek Capital Annexation Request

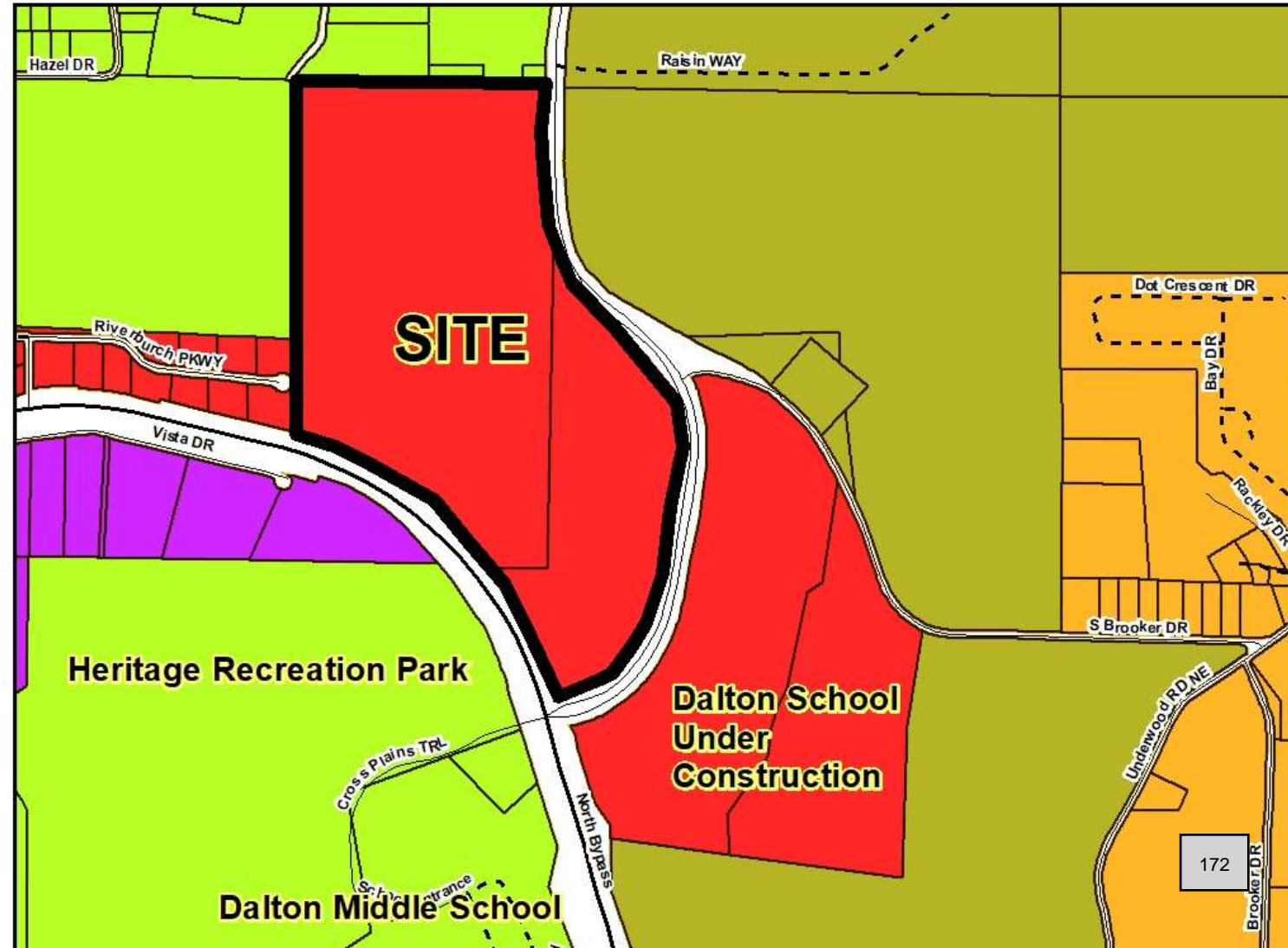
Zoning will remain C-2, General Commercial



ZONING

-  General Agriculture (GA)
-  Low Density Single Family Residential (R-2)
-  Rural Residential (R-5)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

Feet
1,000




Hammond Creek Capital Annexation Request

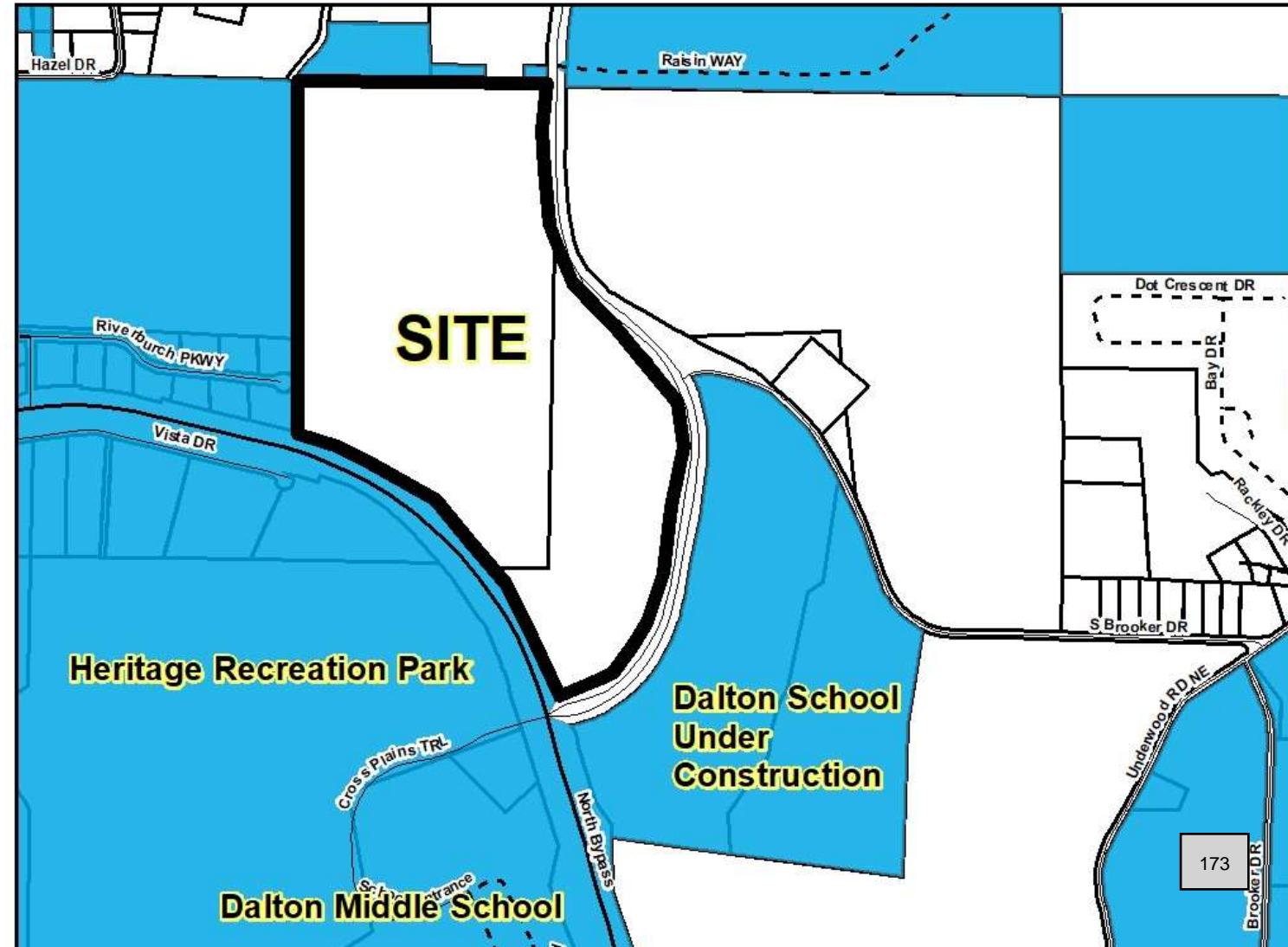
Zoning will remain C-2, General Commercial



DALTON CITY LIMITS

 Town_Boundaries

Feet
1,000



Hammond Creek Capital Annexation Request

Zoning will remain C-2, General Commercial



Feet
1,000





ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Hammond Creek Capital, LLC
APPLICANT ADDRESS:	P.O. Box 128
CITY, STATE & ZIP:	Dalton, GA 30722
TELEPHONE NUMBER:	706-277-9707

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	North Bypass
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	n/a
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	n/a
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	C-2

- PROPOSED ZONING CLASSIFICATION
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 91.745
- TAX MAP NUMBER/PARCEL NUMBER 12-163-05-005 and 12-166-06-000
- HOUSING UNITS None

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. ☐ CAUCASIAN ☐ LATINO
☐ AFRICAN AMERICAN ☐ OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.


SIGNATURE OF APPLICANT(S)

10/27/20
DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

12-166-06-000 and 12-163-05-005

*Describe parcel or parcels and nature of interest
and percentage of interest*

Hammond Creek Capital, LLC owns 100% interest

I hereby appoint J. Tom Minor IV
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

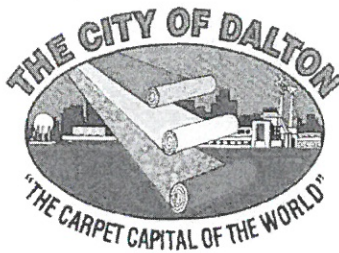
[Signature]
(Owner's Name)

Sworn to and subscribed
Before me, this 27th day
of October, 2020.

[Signature]
Notary Public

(Seal)





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mills per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.537$ mills, your Dalton City tax would be \$253.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

Hammond Creek Capital, LLC

BY: 

SIGNED

10/27/20

DATE

DOC# 11757
FILED IN OFFICE
06/27/2008 09:59AM
Bk: 5226 Pgs: 45-47
Melica Kendrick
CLERK OF SUPERIOR COURT
WHITFIELD COUNTY

TRANSFER TAX: 6,269.10

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
Minor, Bell & Neal
P.O. Box 2586
Dalton, GA 30722-2586

PT 1-1616

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 26th day of June, 2008, between **CHM McDonald Family Limited Partnership, LLLP**, a Georgia limited liability limited partnership, Grantor, and **Hammond Creek Capital, LLC**, a Georgia limited liability company, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH: That the Grantor, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires

[Notary Seal]



CHM McDonald Family Limited Partnership, LLLP

By: E. Crawford McDonald (Seal)
E. Crawford McDonald, General Partner

By: Marilyn Morgan (Seal)
Marilyn Morgan, General Partner

File No. 2008060741

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot Nos. 139, 165 and 166 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract Nos. 1 and 2 according to a plat of survey prepared for Hollis & Hollis, by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated April 10, 2006, and being more particularly described according to said survey as follows:

BEGINNING at a concrete monument located at the southwest corner of said Land Lot No. 139; thence north 00 degrees 11 minutes 29 seconds east, along the west line of said Land Lot No. 139, a distance of 1,837.80 feet to the point of intersection of said Land Lot line and the southwest right of way line of Brooker Road; thence running in a southeasterly direction, as measured along the southwest right of way line of Brooker Road, the following courses and distances, to wit: south 10 degrees 34 minutes 03 seconds east, 139.47 feet; south 17 degrees 03 minutes 07 seconds east, 109.29 feet; south 28 degrees 25 minutes 27 seconds east, 90.15 feet; south 43 degrees 47 minutes 58 seconds east, 82.86 feet; south 54 degrees 56 minutes 52 seconds east, 73.37 feet; south 61 degrees 17 minutes 28 seconds east, 118.05 feet; south 61 degrees 21 minutes 12 seconds east, 108.16 feet; south 60 degrees 16 minutes 22 seconds east, 138.03 feet; south 60 degrees 55 minutes 18 seconds east, 145.80 feet; south 63 degrees 11 minutes 24 seconds east, 156.09 feet; south 63 degrees 52 minutes 07 seconds east, 150.29 feet; south 58 degrees 59 minutes 48 seconds east, 115.10 feet; south 51 degrees 28 minutes 30 seconds east, 79.32 feet; south 49 degrees 16 minutes 01 seconds east, 156.83 feet; south 48 degrees 42 seconds 48 seconds east, 64.19 feet; thence running in a southeasterly direction, along the southwest right of way line of Brooker Road, along a curve to the right (a radius of 1,056.77 feet), an arc distance of 228.85 feet; thence running in a southeasterly direction, as measured along the southwest right of way line of Brooker Road, the following courses and distances, to wit: south 29 degrees 59 minutes 07 seconds east, 80.67 feet; south 27 degrees 45 minutes 02 seconds east, 139.94 feet; south 25 degrees 50 minutes 19 seconds east, 130.82 feet; south 23 degrees 09 minutes 45 seconds east, 100.39 feet; south 19 degrees 54 minutes 54 seconds east, 119.70 feet; south 19 degrees 23 minutes 29 seconds east, 53.92 feet; south 19 degrees 23 minutes 29 seconds east, 60.23 feet; south 22 degrees 28 minutes 50 seconds east, 86.01 feet; south 33 degrees 29 minutes 26 seconds east, 77.93 feet; south 45 degrees 59 minutes 59 seconds east, 106.75 feet; and south 53 degrees 21 minutes 35 seconds east, 79.27 feet to an iron pin; thence leaving the southwest right of way line of Brooker Road, and running south 08 degrees 38 minutes 50 seconds west a distance of 502.75 feet; thence south 01 degrees 32 minutes 46 seconds west a distance of 780.75 feet to an iron pin; thence north 82 degrees 38 minutes 16 seconds west a distance of 1,454.65 feet to a right of way marker located in the northeast right of way line of the North Dalton Bypass; thence running in a northwesterly direction, along the northeast right of way line of the North Dalton Bypass, the following courses and distances, to wit: north 31 degrees 35 minutes 20 seconds west, 258.36 feet to a right of way marker; north 19 degrees 42 minutes 41 seconds west, 538.05 feet to a right of way marker; north 23 degrees 07 minutes 26 seconds west, 430.28 feet to a right of way marker; thence south 58 degrees 12 minutes 21 seconds west, 10.54 feet to a right of way marker; north 33 degrees 30 minutes 26 seconds west, 284.82 feet to a right of way marker; and north 23 degrees 38 minutes 32 seconds west, 41.53 feet to an iron pin; thence leaving the northeast right of way line of the North Dalton Bypass, and running south 89 degrees 11 minutes 12 seconds east, along the north line of said Land Lot No. 165, a distance of 304.55 feet to the northeast corner of said Land Lot No. 165, which is the POINT OF BEGINNING.

FILED & RECORDED

TIME:

1:30

DATE:

2-5-07

DEED BOOK:

4938

PAGE:

329-330

Melica Kendrick, C.S.C.
Whitfield County, GA

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PT 0275

After Recording Return to:

John T. Minor, IV ✓

Minor, Bell & Neal

P.O. Box 2586

Dalton, GA 30722-2586

Paid \$

Date

Whitfield County, Georgia
Real Estate Transfer Tax

3518.30

2-5-07

Melica Kendrick
Clerk of Superior Court**WARRANTY DEED**

Georgia, Whitfield County

THIS INDENTURE made this 31st day of January, 2007, between **Wentworth Development, LLC**, a Georgia limited liability company, Grantor, and **Hammond Creek Capital, LLC**, a Georgia limited liability company, Grantee.

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the property described in Exhibit "A" attached hereto, the terms of which are made a part hereof.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in Fee Simple. The said GRANTOR will warrant and forever defend the right and title to the above-described property unto the said GRANTEE against the lawful claims of all persons.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Wentworth Development, LLC

By: [Signature] (Seal)

D. Jerome Hollis, Manager

By: [Signature] (Seal)

Kevin L. Wright, Manager

Signed, Sealed and delivered
in the presence of

[Signature]
Unofficial Witness

Notary Public (Please affix seal)
My commission expires

File No. 20070B0123



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 140 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Hollis & Hollis Development Company, by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated May 22, 2006, and being more particularly described according to said survey as follows:

BEGINNING at a concrete monument located at the southeast corner of said Land Lot No. 140; thence north 89 degrees 11 minutes 12 seconds west, along the south line of said Land Lot No. 140, a distance of 304.55 feet to a right of way monument; thence running in a northwesterly direction, along the northeast right of way line of the North Dalton Bypass, the following courses and distances, to wit: north 23 degrees 41 minutes 13 seconds west, 237.76 feet to a right of way monument; north 67 degrees 43 minutes 12 seconds west, 171.02 feet; north 50 degrees 36 minutes 43 seconds west, 89.83 feet; north 53 degrees 02 minutes 29 seconds west, 52.32 feet; north 54 degrees 37 minutes 54 seconds west, 58.70 feet; north 56 degrees 06 minutes 50 seconds west, 64.18 feet; north 59 degrees 00 minutes 49 seconds west, 80.22 feet; north 60 degrees 23 minutes 18 seconds west, 90.44 feet; north 63 degrees 21 minutes 01 seconds west, 93.69 feet; north 66 degrees 25 minutes 04 seconds west, 102.97 feet; north 69 degrees 26 minutes 38 seconds west, 119.07 feet; north 72 degrees 47 minutes 28 seconds west, 119.90 feet to an iron pin; thence north 00 degrees 23 minutes 45 seconds west a distance of 239.13 feet to an iron pin; thence north 00 degrees 19 minutes 54 seconds west a distance of 240.95 feet to an iron pin; thence north 00 degrees 23 minutes 47 seconds west a distance of 1,315.18 feet to an iron pin; thence south 89 degrees 56 minutes 02 seconds east a distance of 1,320.05 feet to an iron pin; thence running in a southerly direction, along the west right of way line of Brooker Road, the following courses and distances, to wit: south 00 degrees 43 minutes 36 seconds east, 177.47 feet; south 00 degrees 21 minutes 16 seconds west, 63.02 feet; south 00 degrees 20 minutes 12 seconds west, 80.65 feet; south 00 degrees 06 seconds 58 seconds east, 86.27 feet; south 02 degrees 09 minutes 10 seconds east, 83.17 feet; south 04 degrees 40 minutes 50 seconds east, 79.14 feet; south 06 degrees 46 minutes 28 seconds east, 77.20 feet; thence south 00 degrees 11 minutes 09 seconds west, along the east line of said Land Lot No. 140, a distance of 1,839.26 feet to a concrete monument, which is the POINT OF BEGINNING.



EXHIBIT "A"

All that tract or parcel of land lying or being in Land Lots 139, 140, 165 and 166, 12th District, 3rd Section, City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found at the intersection of the northeastern right-of-way of North Bypass (variable right-of-way) with the westerly right-of-way of Pleasant Grove Drive (variable right-of-way) having Georgia State Plane Coordinate values Northing: I, 745,718.59; Easting: 2,065,607.69, Georgia West Zone. Thence along said right-of-way of the North Bypass the following courses and distances: North 22 degrees 28 minutes 53 seconds West a distance of 403.27 feet to a concrete monument; South 58 degrees 50 minutes 53 seconds West a distance of 10.54 feet to a concrete monument; North 32 degrees 51 minutes 54 seconds West a distance of 284.82 feet to a concrete monument; North 23 degrees 00 minutes 42 seconds West a distance of 41.51 feet to a concrete monument; North 23 degrees 02 minutes 44 seconds West a distance of 237.76 feet to a concrete monument; North 67 degrees 04 minutes 43 seconds West a distance of 171.02 feet to a concrete monument; along a curve to the left having a radius of 2023.50 feet and an arc length of 871.20 feet, being subtended by a chord bearing of North 67 degrees 26 minutes 40 seconds West for a distance of 864.49 feet to a 1/2-inch rebar found; Thence leaving said right-of-way, North 00 degrees 16 minutes 55 seconds East a distance of 480.12 feet to a 1/2-inch rebar found; Thence North 00 degrees 14 minutes 41 seconds East a distance of 1315.22 feet to a 2-inch open top pipe found; Thence South 89 degrees 13 minutes 03 seconds East a distance of 1299.73 feet to a 1/2-inch rebar found on the western right-of-way of Pleasant Grove Drive; Thence along said right-of-way the following courses and distances: South 00 degrees 25 minutes 18 seconds West a distance of 407.40 feet to a point; along a curve to the left having a radius of 2215.19 feet and an arc length of 239.50 feet, being subtended by a chord bearing of South 03 degrees 50 minutes 11 seconds East for a distance of 239.38 feet to a point; along a curve to the left having a radius of 882.67 feet and an arc length of 349.81 feet, being subtended by a chord bearing of South 16 degrees 39 minutes 49 seconds East for a distance of 347.52 feet to a 5/8-inch rebar set; South 59 degrees 34 minutes 30 seconds West a distance of 12.61 feet to a concrete monument found; along a curve to the left having a radius of 887.00 feet and an arc length of 53.76 feet, being subtended by a chord bearing of South 32 degrees 09 minutes 40 seconds East for a distance of 53.75 feet to a concrete monument found; along a curve to the left having a radius of 875.15 feet and an arc length of 101.69 feet, being subtended by a chord bearing of South 43 degrees 57 minutes 03 seconds East for a distance of 101.63 feet to a concrete monument found; along a curve to the left having a radius of 875.00 feet and an arc length of 37.59 feet, being subtended by a chord bearing of South 41 degrees 41 minutes 43 seconds East for a distance of 37.59 feet to a concrete monument found; South 07 degrees 54 minutes 50 seconds West a distance of 69.59 feet to a concrete monument found; South 46 degrees 53 minutes 04 seconds East a distance of 40.58 feet to a concrete monument found; North 04 degrees 13 minutes 13 seconds East a distance of 51.21 feet to a concrete monument found; along a curve to the left having a radius of 890.00 feet and an arc length of 40.69 feet, being subtended by a chord bearing of South 47 degrees 25 minutes 49 seconds East for a distance of 40.69 feet to a concrete monument found; South 48 degrees 44 minutes 25 seconds East a distance of 248.15 feet to a concrete monument found; along a curve to the right having a radius of 646.00 feet and an arc length of 654.17 feet, being subtended by a chord bearing of South 19 degrees 43 minutes 47 seconds East for a distance of 626.58 feet to a concrete monument found; South 09 degrees 16 minutes 50 seconds West a distance of 687.83 feet

to a concrete monument found; along a curve to the right having a radius of 646.00 feet and on arc length of 336.45 feet, being subtended by a chord bearing of South 24 degrees 12 minutes 03 seconds West for a distance of 332.66 feet to a concrete monument found; North 17 degrees 37 minutes 30 seconds West a distance of 24.08 feet to a concrete monument found; South 39 degrees 54 minutes 38 seconds West a distance of 44.01 feet to a concrete monument found; South 11 degrees 49 minutes 28 seconds East a distance of 24.59 feet to a concrete monument found; along a curve to the right having a radius of 646.00 feet and an arc length of 346.18 feet, being subtended by a chord bearing of South 58 degrees 34 minutes 58 seconds West for a distance of 342.05 feet to a concrete monument found; North 65 degrees 00 minutes 24 seconds West a distance of 79.17 feet to a point;

, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 91.745 Acres.

EXHIBIT "B"

4-1. - Establishment of districts.

4-1-14

General commercial (C-2.) This district is established to provide for and to encourage appropriate development along collector and arterial thoroughfares, which includes the broadest mix of commercial retail and service uses with associated storage capabilities, and other commercial activities which will both accommodate the needs of residents and those of the traveling public. Shopping centers and large retail stores would be common, along with a host of supporting commercial uses.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-163-05-005
 Realkey 15384
 Property Record Card [Click Here](#)
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name HAMMOND CREEK CAPITAL LLC
 Owner Address PO BOX 128
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 307220128
 Latitude
 Longitude

Parcel Address

Parcel House Number 0
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name NORTH BYPASS
 Parcel Street Units
 Parcel Street Type

Current Fair Market Value Information

Previous 1183466
 Current 1183466
 Land 1183466
 Residential Improvement
 Commercial Improvement
 Accessory Improvement
 Conservation Use Value

Historical Fair Market Value Information

2018 1183466
 2017 1183466
 2016 1183466

Exemption Information

Homestead S0
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

Property Information

Class Industrial
 Strata Large Tract
 Tax District County
 Neighborhood
 Legal Description 65.30A PTR5 J B DAVES EST
 Total Acres 56.81
 Zoning See GIS Map
 GMD\Map Number 105
 Subdivision
 Subdivision Phase
 Subdivision Section 0009
 Subdivision Block
 Subdivision Lot
 Comments:

Appeals Information

Appeal Year 2011
 Appeal Status Resolved
 Appeal Year 2014
 Appeal Status Resolved

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-166-06-000
Realkey 42880
GIS Map Map
Owner Name HAMMOND CREEK CAPITAL LLC
Owner Address PO BOX 128
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 307220128
Latitude
Longitude

Parcel Address

Parcel House Number 0
Parcel Street Extension
Parcel Street Direction
Parcel Street Name NORTH BYPASS
Parcel Street Units
Parcel Street Type

Current Fair Market Value Information

Previous 1178636
Current 1178636
Land 1178636
Residential Improvement
Commercial Improvement
Accessory Improvement
Conservation Use Value

Historical Fair Market Value Information

2018 1178636
2017 2059035
2016 2059035

Property Information

Class Commercial
Strata Large Tract
Tax District County
Neighborhood
Legal Description 36.21A ERNEST MCDONALD
Total Acres 36.21
Zoning See GIS Map
GMD\Map Number
Subdivision
Subdivision Phase
Subdivision Section 0009
Subdivision Block
Subdivision Lot
Comments:

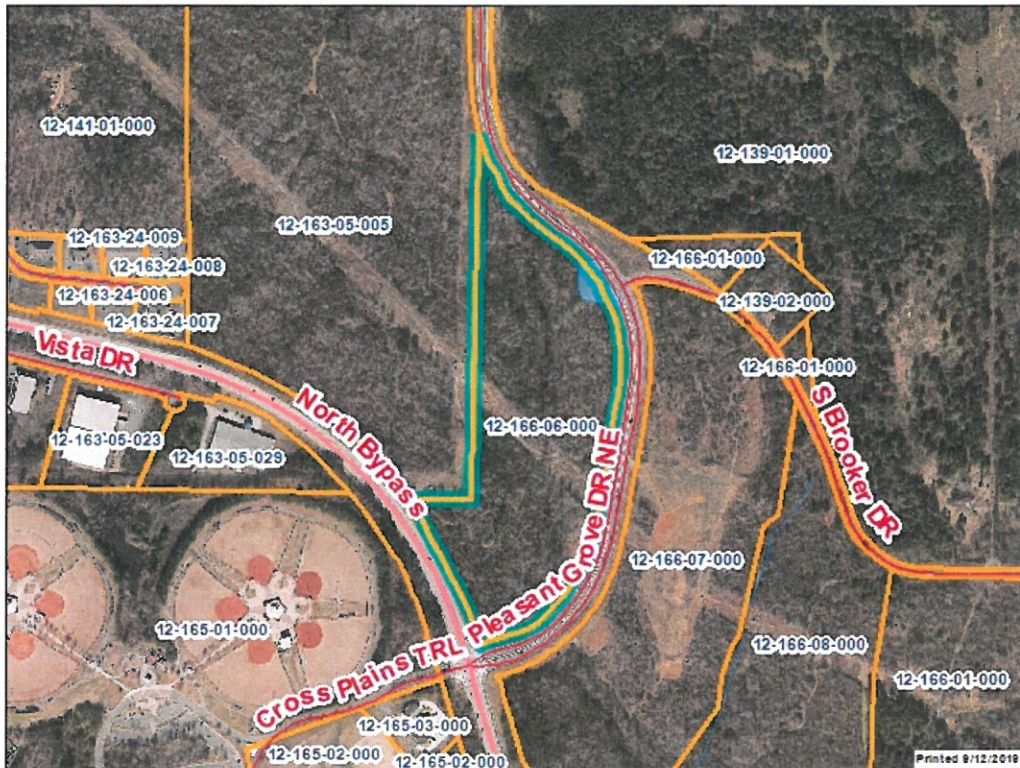
Exemption Information

Homestead 50
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

Appeals Information

Appeal Year 2011
Appeal Status Resolved
Appeal Year 2014
Appeal Status Resolved

GIS Quickmap



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer



Whitfield County

Board of Commissioners

Board Members
R. Lynette Laughter, Chairman
Harold Brooker
Barry W. Robbins
Roger Crossen
Greg Jones

November 13, 2020

Honorable David Pennington
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-163-05-005 & 12-166-06-000

Dear Mayor Pennington:

At the November 9, 2020 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-1 to have no land use classification objection to the annexation of Tax Parcel No. 12-163-05-005 & 12-166-06-000.

Regards,

Mark Gibson

Mark Gibson
County Administrator

cc: Ashley O'Donald, Chief Appraiser
Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
Claude Craig, Emergency Services Director
File

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
tpangle@daltonga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Bill Weaver
Dr. Luis Viamonte
Terry Mathis
Truman Whitfield
Anthony Walker

November 3, 2020

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-163-05-005 and 12-166-06-000

Greetings,

At the present time there is **no** indication the proposed annexation of above listed property would render a reduction in the level of fire protection to this area by Dalton Fire Department. The property is undeveloped and therefore the specific needs of this property would be identified at such time as proposed development is tendered.

Additional fire protection, such as the addition of hydrants, may be required to manage risks associated with development of the property. However until such time as plans are made known, no recommendation can be made as to specific fire protection needs for this property.

Dalton Fire Department would not oppose annexation with the contingency for expansion of fire protection, and apparatus access measures relative to development of the property.

Thank you,

Todd Pangle
Fire Chief
Dalton Fire Department

William C Cason III
Chief of Police
www.daltonpd.com
www.cityofdalton-ga.gov/police



Public Safety Commission
Bill Weaver
Terry Mathis
Anthony Walker
Dr. Luis M. Viamonte
Truman Whitfield

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: November 05, 2020

To: Chief Cliff Cason

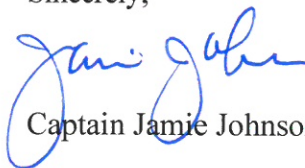
From: Captain Jamie Johnson

RE: Hammond Creek Capital Parcel Numbers 12-163-05-005 and 12-166-06-000

Chief Cason:

I have reviewed the annexation request for Hammond Creek Capital Parcel Numbers 12-163-05-005 and 12-166-06-000 located on the North Bypass. This property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,


Captain Jamie Johnson

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

M E M O R A N D U M

TO: David Pennington III, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: P. Andrew Parker, P.E.
Public Works Director

RE: Annexation Request
Hammond Creek Capital, LLC.
91.745 Acres
Parcel Numbers: 12-163-05-005 & 12-166-06-000
Zoning Classification: C-2

DATE: November 10, 2020

Regarding the subject request, please be advised that the Public Works Department has no objections to the annexation of the above referenced tracts.



November 10, 2020

Mr. David Pennington, III
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Hammond Creek Capital, LLC (91.745 acres)

Dear Mayor Pennington:

As requested in your November 2, 2020, memorandum, Dalton Utilities has reviewed the annexation request of Hammond Creek Capital for 91.745 acres +/- located along the N. Bypass and Pleasant Grove Drive, NE. This property is further described as parcel numbers 12-163-05-005 and 12-166-06-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure and we look forward to working with the developer to meet their utility needs.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner". The signature is fluid and cursive, with the first name "Mark" and last name "Buckner" clearly distinguishable.

Mark Buckner, P.E.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/2020

Agenda Item: The request of Anita Sammons to rezone from Low Density Single Family Residential (R-2) to Neighborhood Commercial (C-1) a tract of land totaling .07 acres located at 830 McAfee Street, Dalton, Georgia. Parcel (12-218-02-011) (City)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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 the attached staff analysis.

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: December 4, 2020

SUBJECT: The request of Anita Sammons to rezone from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling .07 acres located at 830 McAfee Street, Dalton, Georgia. Parcel (12-218-02-011) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on November 30, 2020 at 6:00 p.m. at the Edwards Park Complex located at 115 Edwards Park Dalton, GA. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present via video conference. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Anita Sammons.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was not in favor of the requested C-1 rezoning. Calhoun also noted that he had received feedback from multiple City department heads that expressed concerns with parking and fire code setbacks that could not be achieved on the subject property. There were no further questions for Calhoun.

Anita Sammons stated that her intent was to restore the structure on the subject property in order to open and operate a convenient store and café-style restaurant to serve the surrounding neighborhood. Sammons stated that the subject property had formerly been used for similar purposes before it fell vacant some years ago. Sammons then stated that she had been given verbal permission to utilize the parking lot of the adjacent Mack Gaston Community Center as parking for her patrons. Sammons then delivered a signed petition to Calhoun and stated that those that signed said petition were in favor of the proposed use for the subject property. Jody McClurg confirmed with Sammons that the proposed use would be a store and café rather than a conventional restaurant or simply a convenient store.

With no other comments heard for or against this hearing closed at approximately 6:20pm.

Recommendation:

Chairman Lidderdale sought a motion on the proposed C-1 rezoning. Ms. McClurg stated that the decision was a difficult one. **Ms. McClurg then made a motion to recommend a denial of the C-1 rezoning based on her agreement with the content of the staff analysis. Mr. Thomas seconded the motion and a unanimous recommendation to deny the C-1 rezoning followed, 4-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE: The request of Anita Sammons to rezone a tract of land totaling 0.07 acres, zoned Medium-Density Single-Family Residential (R-3) and located at 830 McAfee St. (Parcel 12-218-02-011) (Dalton)

The surrounding land uses and zoning are as follows: 1) To the north are is the Mack Gaston Community Center zoned R-3; 2) to the east is a tract totaling 0.14 acres that contains a single-family detached dwelling zoned R-3; 3) to the south is a 0.18 acre tract containing a single-family detached dwelling zoned R-3; 4) to the west is a 0.14 acre tract that contains a single-family detached dwelling zoned R-3. All in all, a review of the zoning map shows a very consistent R-3 zone district in this area.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad November 13, 2020 (16 days notice) 2. Property posted November 13, 2020 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?		<u>X</u>	
D. The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements	<u>X</u>	<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

A review of the zoning map indicates that this area is consistently medium-density single-family residential. A closer look at the actual land use and existing development in this area indicates that there

are some commercial structures that appear to all be in proximity to the Bogle St. and McAfee St. intersection. The subject property was developed for commercial use in 1958, based on tax records, which means that the existing commercial structure predates the City's original zoning ordinance that was adopted in 1960. A historical zoning map indicates that the subject property had been zoned M-2 for many years, which meant that any land use would have been permitted based on the nature of the former pyramid-style zoning ordinance. After over six-decades of zoning text and map amendments, including the adoption of the UZO in 2015, the subject property no longer meets the requirements set forth in the UZO. While the subject property was both developed and utilized for commercial land use for some time, the commercial use of the building ceased for a period greater than 12 consecutive months. Once a non-conforming use ceases for a period of more than 12 consecutive months the use may no longer continue without rezoning action to establish conformity. None of the adjacent properties around the subject property are commercial in use or nature based on tax records and a site visit.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

As stated previously, none of the adjacent properties are zoned or utilized for commercial use. A close look at the subject property indicates that neither the front nor side setbacks could be met based on the existing structure. The subject property would also not be able to meet the 20' buffer requirements for either of the side lots. In fact, the only portion of the subject property that could meet the setback and buffer requirements is the rear lot. While the C-1 zone district is designed for neighborhood commercial uses, setbacks and buffers are intended to protect adjacent residential properties from the sights and sounds associated with commercial land uses. With so little separation and no potential for a sufficient buffer area, there is concern for a negative impact to the adjacent residential properties' values and the quality of life for the adjacent residents.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

Based on the commercial nature of the existing structure on the subject property, it is unlikely that this structure would be converted for the purpose of residential occupation. It is fair to say, however, that the subject property is unable to meet the requirements for parking, side and front setbacks, and buffers even if the rezoning is approved. It is also worthy noting that parking requirements in the City's original 1960 zoning ordinance would have required the subject property to have a minimum of 7 parking spaces based on the building's size. In the current UZO, a minimum of 5 parking spaces would be required based on the proposed use and size of the structure. The subject property has been out of compliance with parking requirements since 1960, and staff cannot contemplate a parking solution based on the limitations of the subject property.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The limited size of the subject property and the existing structure do not give concern for utility capacity, police service, or traffic generation. It is, however, worth noting that on-street parking is prohibited along both sides of McAfee St. in this area. The lack of available on-street parking is clearly signed along this portion of McAfee St.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been

amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Joint Comprehensive Plan's future development map indicates that the subject property is well within the Town Neighborhood Revitalization area. This character area is intended primarily to promote residential zoning and land use that encourages reinvestment. Some of the key elements of this area are to encourage infill development that compliments the existing character of the current housing styles and sizes. This character area does note that neighborhood commercial land use should be permitted where it is appropriate in order to provide services to the surrounding neighborhood. It is also stated in this character area, as well as in the 2012 Dalton Urban Redevelopment Plan, that a sufficient buffer between commercial/industrial and residential land use is paramount in the encouragement of redevelopment in these areas. Essentially, this character area does support the proposed neighborhood commercial land use, but the previously mentioned constraints of the subject property regarding setbacks, parking, and buffers remain an unaddressed issue.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The subject property is entirely surrounded by properties zoned R-3 of which $\frac{3}{4}$ of adjacent properties contain single-family detached dwellings. While there are other non-conforming commercial buildings and uses in the greater area, no commercial land use exists adjacent to the subject property. If the subject property is rezoned C-1, an island of C-1 would be created where 100% of adjacent properties would remain R-3. This rezoning would constitute a spot zone.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION: The staff recommendation is that the subject property is not suited for the requested C-1 rezoning based on the following factors;

1. The C-1 zone district would create a "spot zone" surrounded by R-3 zoned and developed tracts.
2. If the rezoning is approved, there would be no feasible way to create off-street parking or appropriate buffers and setbacks.
3. The Comprehensive Plan and Future Development map do not support the rezoning based solely on the fact that there is no room to buffer the subject property from the adjacent residential properties.

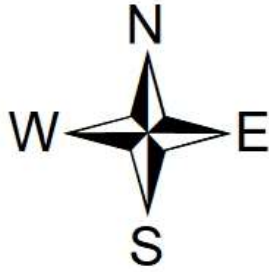
Sammons Rezoning Request

R-3, Medium Density Single Family Residential

to

C-1, Neighborhood Commercial

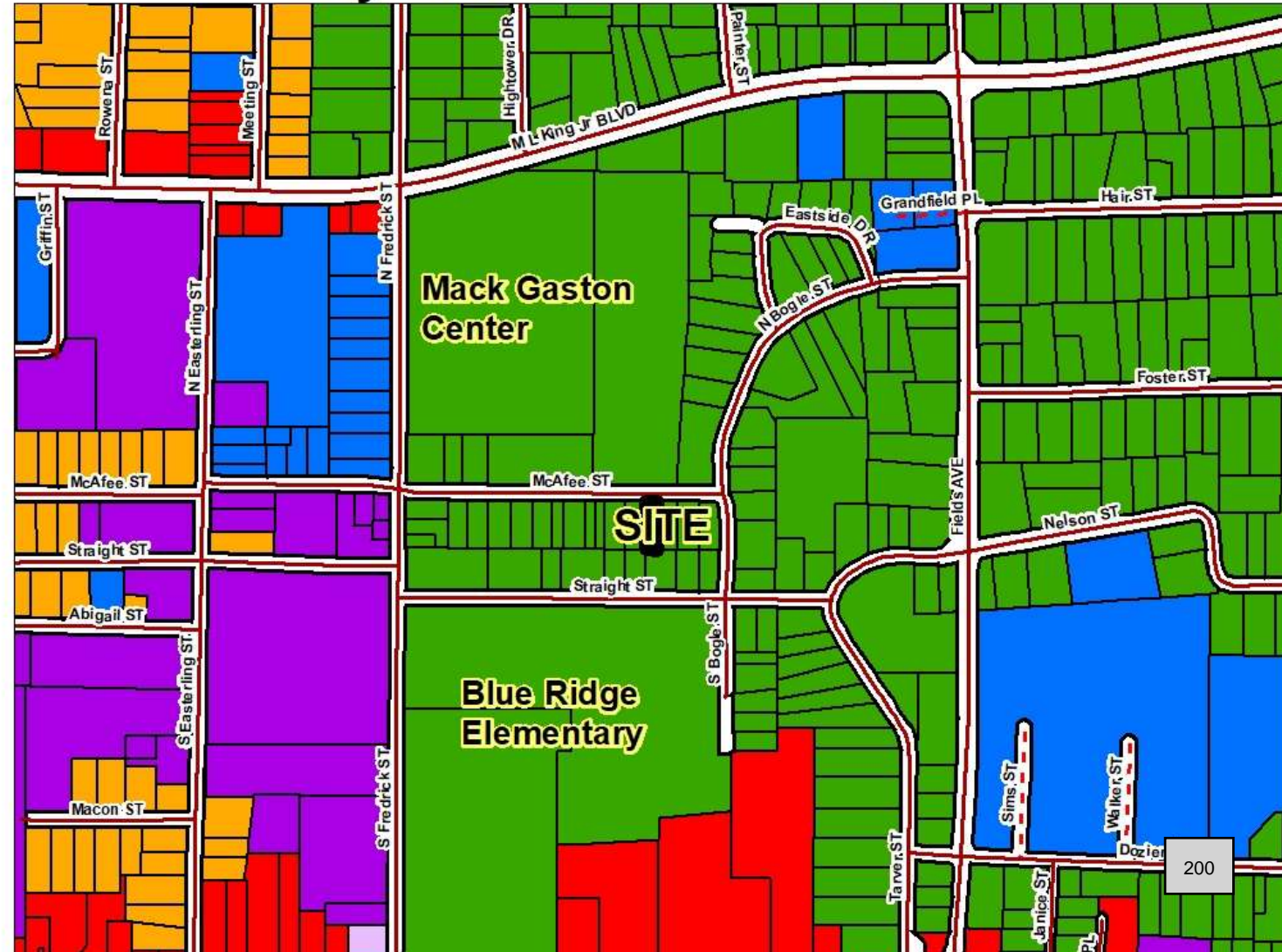
City of Dalton Jurisdiction

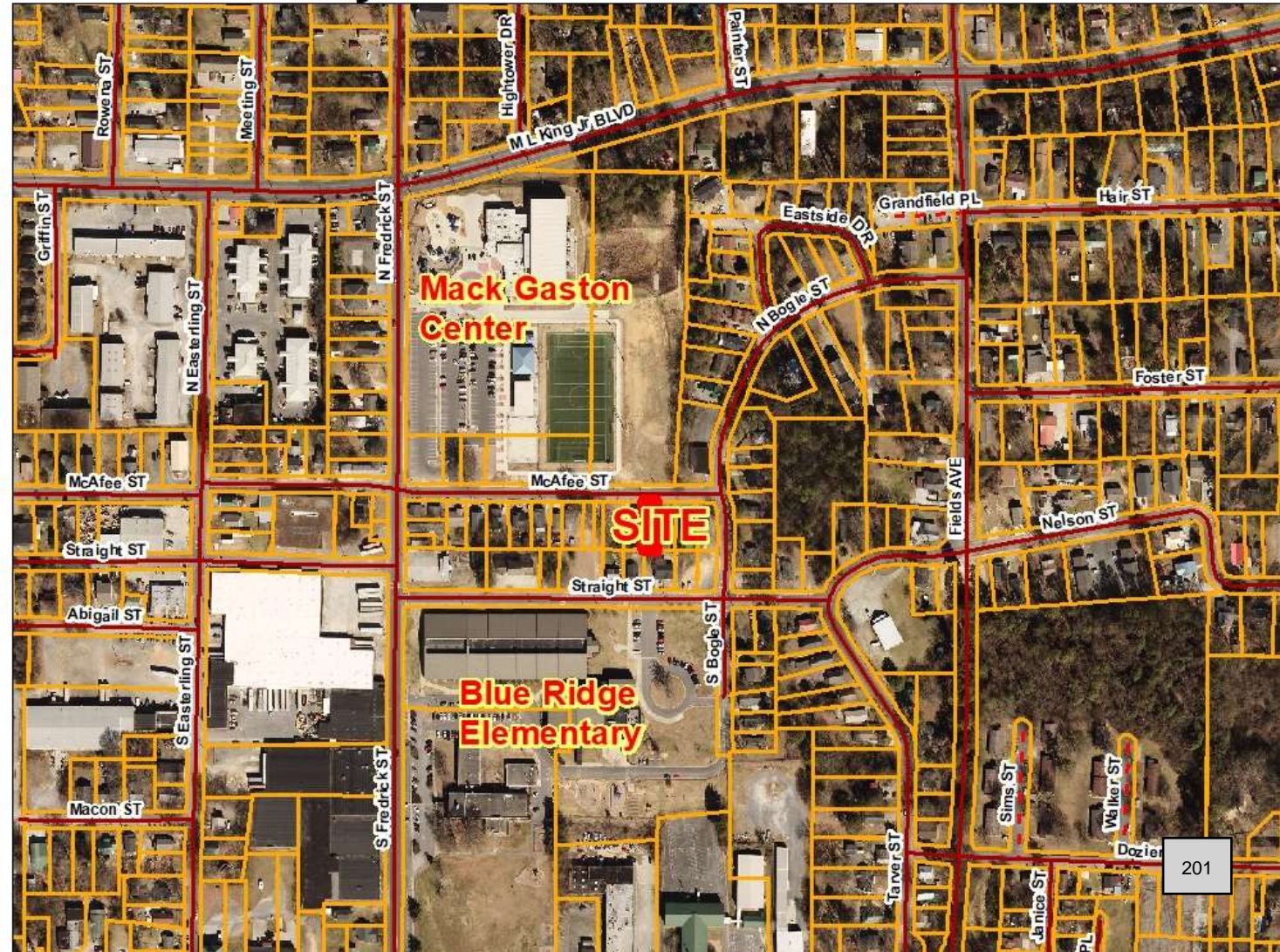


ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Limited Commercial (C-1A)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
300

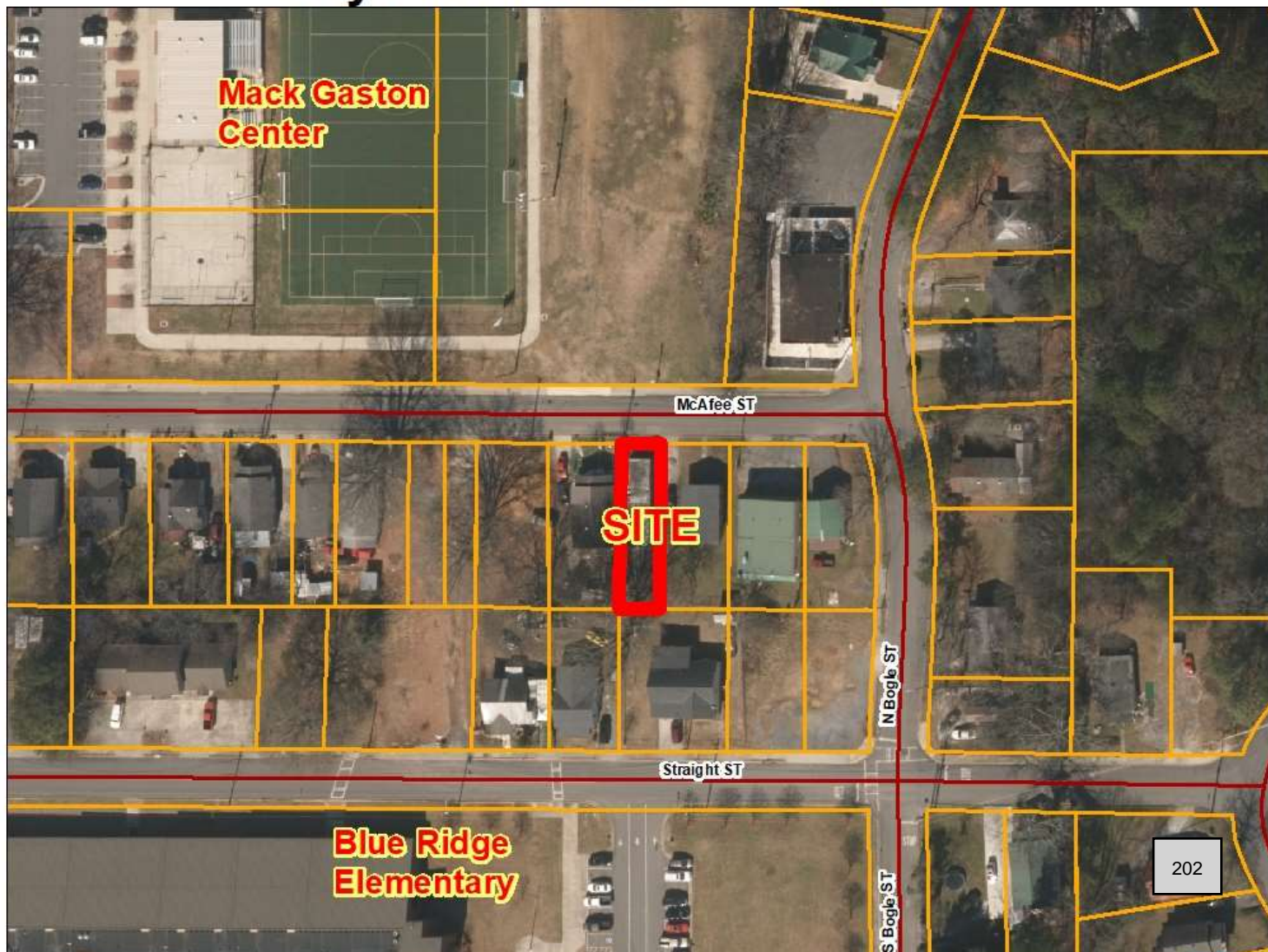




Sammons Rezoning Request
R-3, Medium Density Single Family Residential
to
C-1, Neighborhood Commercial
City of Dalton Jurisdiction



FEET
100





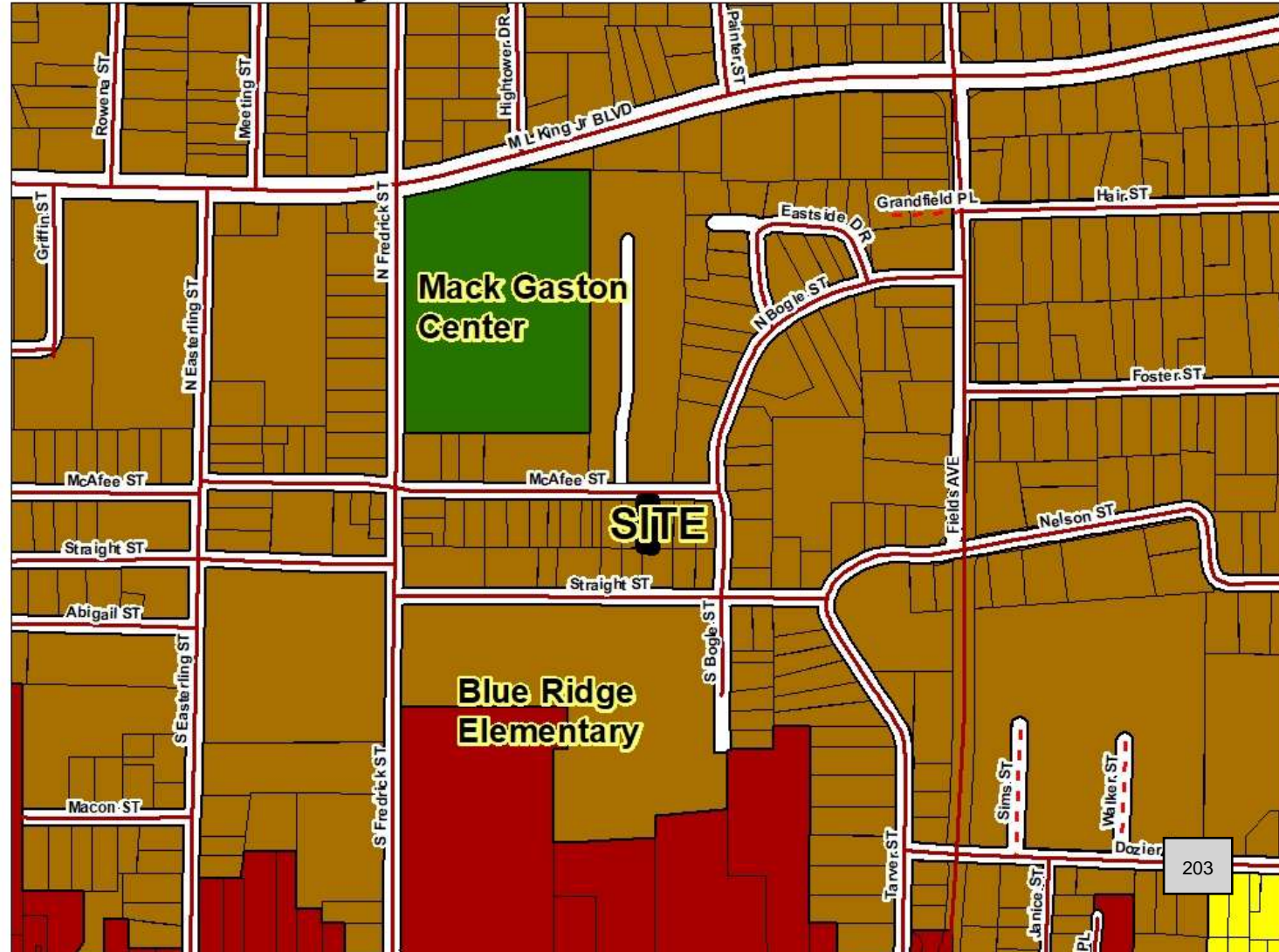
FUTURE DEVELOPMENT MAP



FEET
300

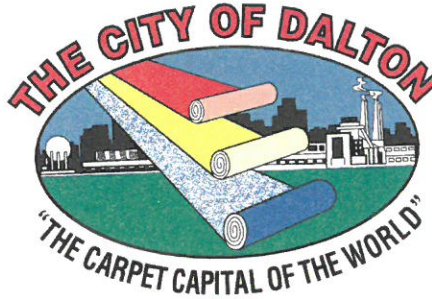


Sammons Rezoning Request R-3, Medium Density Single Family Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



CITY ADMINISTRATOR

JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@daltonga.gov
www.cityofdalton-ga.gov



MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

November 20, 2020

Ethan Calhoun
Asst. Planning Director-Northwest Georgia Regional Commission
1 Jackson Hill/ PO Box 1798
Rome, Georgia 30162-1798
VIA Email

RE: Rezoning Request - Sammons (830 McAfee Street, Dalton)

Dear Mr. Calhoun:

Please accept this letter as communication from the City of Dalton regarding an application for rezoning of the property located at 830 McAfee Street, Dalton, GA, Parcel Number 12-218-02-011, from R-3 to C-1. A City staff review of the application raises several concerns should this rezoning application be approved.

It's our recollection that this property has been used for commercial/retail purposes in the past, prior to Unified Zoning, so that may be a factor in the staff analysis. While we are supportive of economic development, a review by City staff identified several concerns as explained below.

The first concern is related to parking. Given the small size of the parcel, and percentage occupied by the current structure, we do not believe that sufficient space is available for off-street parking. Section 5-3-3 (Improvement and Maintenance) of the Unified Zoning Ordinance requires: "All off-street parking areas intending to serve commercial uses, including ingress and egress, shall be graded to ensure proper drainage, surfaced with concrete, asphaltic material, or porous pavers". Without sufficient parking, employee and customer parking tends to overflow into street parking. An examination of the traffic patterns and regulatory signage in this area indicates that parking is currently prohibited on both sides of McAfee Street adjacent to this business.

The second concern is related to the intended use as compared to the setback requirements. It's our understanding that the owner intends to operate a restaurant at this location. In the event they desire to have a commercial kitchen, this use would require greater building setbacks, which does not appear to be achievable when viewing the current structure's position on the parcel. The structure would also be required to meet other life safety codes.

Again, the City is very supportive of entrepreneurs and business development. But we must also recommend an application of the zoning requirements which is in compliance with current regulations, and which is consistent with the requirements met recently by other similarly situated applicants.

We respectfully ask that these concerns be considered when contemplating this pending application, and please contact me if you have any questions for us.

Best Regards,


Jason Parker
Dalton City Administrator



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12/7/2020

Agenda Item: Network Hardware and Security Refresh

Department: I.T. Department

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes/No

Cost: \$507,235

Funding Source if Not in Budget General Fund

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

This project of refreshing the entire network hardware and security has been in the works for almost 7 months. Before you, is the proposed network equipment that will help the city for security, management of the network, and bring the city of Dalton to the new era of networking. Our current environment has approached its end of life and is needing to be replaced.

As proposed in the finance committee meeting, this project will entitle 2 parts which will be the actual products, and then the implementation with the assistance of professional services. During the finance committee meeting the total presented was \$558,858 this was then approved during the meeting. The remainder will be used to deploy this equipment.



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Dave Madsen
Phone: (800) 800-0019 ext. 75532
Fax: 603-683-1119
Email: david.madsen@connection.com

25119014.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Account Manager:
Phone:
Fax:
Email:

Date: 12/1/2020
Valid Through: 12/31/2020
Account #: S00598

Customer Contact: Jorge Paez
Email: jpaez@daltonga.gov

Phone: (706) 529-2445
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14613220 CITY OF DALTON ACCOUNTS PAYABLE PO BOX 1205 DALTON, GA 30722 (706) 529-2440	AB#: 14613592 CITY OF DALTON JORGE PAEZ 300 W WAUGHST DALTON, GA 30720 (706) 529-2440

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination			NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				***City Wide Network Refresh***			\$ -
						Subtotal	\$ 507,234.20
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 507,234.20

CITY IT Network Refresh at 26 Service Locations
Based on Network Redesign by InterDev

City Hall	\$ 70,757.14
Finance	
Admin	
Clerk	
IT	
HR	
Airport	\$ 15,491.94
Public Works	\$ 14,187.20
PWAdmin	\$ 6,436.63
PWSign	\$ 2,299.39
PWGarag	\$ 1,606.88
PWSAN	\$ 1,606.88
PWCemetery	\$ 2,237.42
Police	\$ 18,604.30
Fire	\$ 41,219.89
Fire Sta1	\$ 13,895.62
Fire Sta2	\$ 6,910.95
Fire Sta3	\$ 5,879.39
Fire Sta4	\$ 5,879.39
FireSta5	\$ 8,654.54
Recreation	\$ 70,347.63
RecJDAdmin	\$ 11,197.68
RecJDMaint	\$ 2,003.63
RecJDNix	\$ 1,368.82
Rec Senior	\$ 5,792.62
RecHeritage	\$ 10,667.93
RecGaston	\$ 8,807.94
RecNobPro	\$ 4,596.30
RecNobMaint	\$ 3,564.74
RecAlRollins	\$ 6,066.11
RecBrookwood	\$ 2,006.50
RecLakeshor	\$ 7,682.59
RecDurkan	\$ 2,634.17
RecHaigMillLake	\$ 3,958.60
Spare Equip	\$ 11,063.88
Security/Management	\$ 265,562.22
Total Rounded	\$ 507,234.20

12/2/20

City IT Infrastructure 26 Locations

FORTINET[®]

MUTUAL NON-DISCLOSURE AGREEMENT

Our mutual objectives under this Agreement are to provide protection for each party's confidential information and to maintain our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us or our affiliates ("Discloser") discloses confidential information to the other or its affiliates ("Recipient").

1. Disclosure. Confidential information that is exchanged between the Effective Date and termination of this Agreement ("Information") is protected hereunder if it is marked confidential, is otherwise clearly identified by Discloser as confidential at the time of disclosure, or under the circumstances should be reasonably understood by Recipient to be confidential.

2. Obligations. Recipient hereby agrees: (a) to use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as Recipient uses with its own confidential information, and, at a minimum, Recipient shall use a reasonable standard of care, and (b) to use Discloser's Information solely for the purposes for which it was disclosed. Recipient may disclose Information to its affiliates, advisors, contractors, and employees (collectively, "Representatives") who have a need-to-know for the purposes of disclosure, provided Recipient is responsible to ensure that, before such disclosure, such Representatives are bound by terms at least as protective of Discloser's Information as the terms herein and Recipient remains liable and responsible to Discloser for any Representative's non-compliance with restrictions in this Agreement.

Upon request by written notice from Discloser to Recipient, Recipient shall, according to Discloser's preference, either destroy or return all Discloser Information (whether written, electronically stored, or otherwise), and neither Recipient nor any of its Representatives shall retain any copies or extracts thereof except as may be required by applicable legal or regulatory requirements.

3. Term. This Agreement will terminate three (3) years after the Effective Date; provided Information disclosed under this Agreement will be subject to this Agreement for three (3) years following the initial date of disclosure; and provided further, Information constituting Discloser's trade secrets will remain subject to this Agreement for so long as such information remains a trade secret under the Uniform Trade Secrets Act.

4. Exceptions to Obligations. Notwithstanding the other provisions herein, the restrictions herein shall not apply to Recipient for information that: (a) is already in Recipient's possession at the time of disclosure without obligation of confidentiality, (b) is developed independently by Recipient, (c) is obtained by Recipient in good faith from a third party without obligation of confidentiality, or (d) is or becomes generally publicly available through no fault of Recipient. Recipient may disclose

Discloser's Information if, and solely to the extent, specifically required by law, but only if, prior to so disclosing, Recipient provides prompt written notice to Discloser and allows Discloser a reasonable opportunity to avoid or limit such disclosure and works in good faith with Discloser to avoid and limit disclosure.

5. Disclaimers. THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND. Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by Discloser.

6. General. This Agreement does not require either of us to disclose or receive Information. The receipt of Information under this Agreement will not limit Recipient from developing and providing to others products or services that may be competitive with products or services of Discloser or providing to others products or services that compete with Discloser; provided Recipient does not do so in breach of this Agreement, and, in the event Fortinet receives product input or feedback from the other party hereto, Fortinet may incorporate such input and feedback into its products and will own all intellectual property rights in and to those products and incorporated features or functions.

The parties agree to comply with applicable data protection laws (meaning all laws, regulations and other legal requirements relating to privacy, data security, communications secrecy, security breach notification, or the processing of personal data), to the extent that they process personal data (as defined in applicable data protection laws). The parties will comply with all applicable import and export laws. The laws of the State of California govern, any and all disputes relating to this Agreement, without regard to conflict of law principles, and both parties hereto consent to jurisdiction in Santa Clara County, California.

Only a written agreement signed by both of us can modify this Agreement. Either of us may terminate this Agreement upon thirty (30) days' written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to all successors and assigns. Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent, and any attempt to do so is void. This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. This Agreement may be executed in counterparts, signed electronically, or transmitted via facsimile, PDF, or other reliable means, and still be considered an original.

IN WITNESS WHEREOF, the undersigned parties have executed the Agreement as of the last date written below:

Company: _____

By: _____

Name:

Title:

Date:

Notice

Address:

Company: Fortinet, Inc.

By: _____

Name:

Title:

Effective Date:

Notice: Attn: (1) CFO and (2) General Counsel

Address: 899 Kifer Rd, Sunnyvale, CA 94086 U.S.A.



Fortinet Product License Agreement / EULA and Warranty Terms

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Product License Agreement

The parties to this agreement are you (the end customer) and Fortinet, Inc. ("Fortinet"). CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE OR THIS "AGREEMENT" OR "EULA"), USE OR INSTALLATION OF FORTINET PRODUCT(S) AND ANY UPDATES THERETO, INCLUDING HARDWARE APPLIANCE PRODUCTS, SOFTWARE AND FIRMWARE INCLUDED THEREIN BY FORTINET, AND STAND-ALONE SOFTWARE PRODUCTS SOLD BY FORTINET, (TOGETHER THE "PRODUCTS") ON THE TERMS ACCEPTED BY YOU. BY YOUR USE OF THE TERMS IN THIS AGREEMENT, AS AMENDED OR UPDATED FROM TIME TO TIME IN FORTINET'S DISCRETION BY FORTINET PUBLISHING AN AMENDED OR UPDATED VERSION, FORTINET SHALL NOT BE BOUND BY ANY ADDITIONAL AND/OR CONFLICTING PROVISIONS IN ANY ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE OR OTHER WRITTEN OR VERBAL COMMUNICATION UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY THE GENERAL COUNSEL OF FORTINET. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT START THE INSTALLATION PROCESS OR USE THE PRODUCTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY, AND IN NO EVENT LATER THAN FIVE (5) CALENDAR DAYS AFTER YOUR RECEIPT OF THE PRODUCT IMMEDIATELY NOTIFY THE FORTINET LEGAL TEAM IN WRITING AT LEGAL@FORTINET.COM OF REQUESTED CHANGES TO THIS AGREEMENT.

1. License Grant.

This is a license, not a sales agreement, between you and Fortinet. The term "Software", as used throughout this Agreement, includes all Fortinet and third party firmware and software provided to you with, or incorporated into, Fortinet appliances and any stand-alone software provided to you by Fortinet, with the exception of any open source software contained in Fortinet's Products which is discussed in detail in section 15 below, and the term "Software" includes any accompanying documentation, any updates and enhancements of the software or firmware provided to you by Fortinet, at its option. Fortinet grants to you a non-transferable (except as provided in section 5 ("Transfer") and section 15 ("Open Source Software") below), non-exclusive, revocable (in the event of your failure to comply with these terms or in the event Fortinet is not properly paid for the applicable Product) license to use the Software solely for your internal business purposes (provided, if (a) agreed by Fortinet in writing, (b) a substantial portion of your business is to provide managed service provider services to your end-customers, and (c) you pay for an MSP license, then you may use the Software and/or Software embedded in Fortinet Hardware and supporting hardware appliances to provide those services, subject to the other restrictions in this Agreement), in accordance with the terms set forth in this Agreement and subject to any further restrictions in Fortinet documentation (including license term restrictions), and solely on the Fortinet appliance, or, in the case of blades, CPUs or databases, on the single blade, CPU or database on which Fortinet installed the Software or, for stand-alone Software, solely on a single computer running a validly licensed copy of the operating system for which the Software was designed unless and except set forth in the published documentation otherwise, or, in the case of blades, CPUs or databases, on a single blade, CPU or database. For clarity, notwithstanding anything to the contrary, all licenses of Software to be installed on blades, CPUs or databases are licensed on a per single blade, solely for one blade and not for multiple blades that may be installed in a chassis, per single CPU or per single database basis, as applicable. The Software is "in use" on any Fortinet appliances when it is loaded into temporary memory (i.e. RAM). You agree that, except for the limited, specific license rights granted in this section 1, you receive no license rights to the Software.

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You may not attempt to, and, if you are a corporation, you are responsible to prevent your employees and contractors from attempting to, (a) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, or distribute the Software; (b) rent or lease any rights in the Software in any form to any third party or make the Software available or accessible to third parties in any other manner; (c) except as provided in section 5, transfer assign or sublicense right to any other person or entity; (d) remove any proprietary notice, labels, or marks on the Software, Products, and containers, or (e) use the Software for third-party training, commercial time-sharing or service bureau use or use the Software to provide services to third parties except as expressly set forth in this Agreement.

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4. Term and Termination.

Except for (a) evaluation and beta licenses where the term of the license is limited per the evaluation/beta or other agreement or (b) other licenses, such as subscription licenses, where the term of the license is limited per the ordering documents, other Fortinet documentation or otherwise, the term of the license is for the duration of Fortinet's copyright in the Software. Fortinet may terminate this Agreement, and the licenses and other rights herein, immediately without notice if you breach or fail to comply with any of the terms and conditions of this Agreement or for other reasons as stated in Fortinet's other documentation. You agree that, upon such termination, you will cease using the Software and any Product and either destroy all copies of the Fortinet documentation or return all materials to Fortinet.

5. Transfer.

If you are a Fortinet contracted and authorized reseller or distributor of Products, you may transfer (not rent or lease unless specifically agreed to in writing by Fortinet) the Software to one end user on a permanent basis, provided that: (i) you ensure that your customer and the end user receives a copy of this Agreement, is bound by its terms and conditions, and, by selling the Product or Software, you hereby agree to enforce the terms in this Agreement against such user, (ii) you at all times comply with all applicable United States export control laws and regulations, and (iii) you ensure any fees paid to you by an end user who purchased Product(s) from you but does not agree to the terms contained in this Agreement and therefore wishes to return the Product(s) as provided for in this Agreement. Further, if you are a non-authorized reseller of Products and Services, you are not authorized to sell Product(s), Software or Services, but, regardless, by selling Product(s), Software or Services, you hereby agree you are bound by the restrictions and obligations herein and are bound to: (i) ensure that your customer and the end user receive a copy of this Agreement and are bound in full by all restrictions and obligations herein (ii) enforce the restrictions and obligations in this Agreement against such customer and/or end user, (iii) comply with all applicable United States export control laws and regulations and all other applicable laws, and (iv) refund any fees paid to you by a customer and/or end user who purchased Product(s) from you but does not agree to the restrictions and obligations contained in this Agreement and therefore wishes to return the Product(s) as provided for in this Agreement. Notwithstanding anything to the contrary, distributors, resellers and other Fortinet partners (a) are not agents of Fortinet and (b) are not authorized to bind Fortinet in any way.

6. Limited Warranty.

Fortinet provides this limited warranty for its product only to the single end-user person or entity that originally purchased the Product from Fortinet or its authorized reseller or distributor and paid for such Product. The warranty is only valid for Products which are properly registered on Fortinet's Support Website, <https://support.fortinet.com>, or such other website as provided by Fortinet, or for which the warranty otherwise

starts according to Fortinet's policies, and any support is only valid for products properly purchased through authorized distributors and resellers. The warranty periods discussed below will start according to Fortinet's policies posted at <http://www.fortinet.com/aboutus/legal.html> or such other website as provided by Fortinet. It is the Fortinet distributor's and reseller's responsibility to make clear to the end user the date the product was originally shipped from Fortinet, and it is the end user's responsibility to understand the original ship date from the party from which the end user purchased the product. All warranty claims must be submitted in writing to Fortinet before the expiration of the warranty term or such claims are waived in full. Fortinet provides no warranty for any beta, donation or evaluation Products. Fortinet warrants that the hardware portion of the Products ("Hardware") will be free from material defects in workmanship as compared to the functional specifications for the period set forth as follows and applicable to the Product type ("Hardware Warranty Period"): (a) a three hundred sixty-five (365) day limited warranty for the Hardware products; (b) for FortiAP and Meru AP indoor Wi-Fi access point Hardware products, the warranty herein shall last from the start of the warranty period as discussed above until five (5) years following the product announced end-of-life date Hardware; (c) for FortiSwitch Hardware appliance products other than the FortiSwitch-5000 series, the warranty herein shall last from the start of the warranty period as discussed above until five (5) years following the product announced end-of-life date Hardware. Fortinet's sole obligation shall be to repair or offer replacement Hardware for the defective Hardware at no charge to the original owner. This obligation is exclusive of transport fees, labor, de-installation, installation, reconfiguration, or return shipment and handling fees and costs, and Fortinet shall have no obligation related thereto. Such repair or replacement will be rendered by Fortinet at an authorized Fortinet service facility as determined by Fortinet. The replacement Hardware need not be new or of an identical make, model, or part; Fortinet may, in its discretion, replace the defective Hardware (or any part thereof) with any reconditioned Product that Fortinet reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. The Hardware Warranty Period for the repaired or replacement Hardware shall be for the greater of the remaining Hardware Warranty Period or ninety days from the delivery of the repaired or replacement Hardware. If Fortinet determines in its reasonable discretion that a material defect is incapable of correction or that it is not practical to repair or replace defective Hardware, the price paid by the original purchaser for the defective Hardware will be refunded by Fortinet upon return to Fortinet of the defective Hardware. All Hardware (or part thereof) that is replaced by Fortinet, or for which the purchase price is refunded, shall become the property of Fortinet upon replacement or refund. Fortinet warrants that Software as initially shipped by Fortinet will substantially conform to Fortinet's then-current functional specifications for the Software, as set forth in the applicable documentation for a period of ninety (90) days ("Software Warranty Period"); if the Software is properly installed on approved Hardware and operated as contemplated in its documentation, Fortinet's sole obligation shall be to repair or offer replacement Software for the non-conforming Software with software that substantially conforms to Fortinet's functional specifications. This obligation is exclusive of transport fees, labor, de-installation, installation, reconfiguration, or return shipment and handling fees and costs, and Fortinet shall have no obligation related thereto. Except as otherwise agreed by Fortinet in writing, the warranty replacement Software is provided only to the original licensee, and is subject to the terms and conditions of the license granted by Fortinet for the Software. The Software Warranty Period shall extend for an additional ninety (90) days after any warranty replacement software is delivered. If Fortinet determines in its reasonable discretion that a material non-conformance is incapable of correction or that it is not practical to repair or replace the non-conforming Software, the price paid by the original licensee for the non-conforming Software will be refunded by Fortinet; provided that the non-conforming Software (and all copies thereof) is first returned to Fortinet. The license grant respecting any Software for which a refund is given automatically terminates immediately upon refund. For purpose of the above hardware and software warranties, the term "functional specifications" means solely those specifications authorized and published by Fortinet that expressly state in such specifications that they are the functional specifications referred to in this section 6 of this Agreement, and, in the event no such specifications are provided to you with the Software or Hardware, there shall be no warranty on such Software.

7. Disclaimer of Other Warranties and Restrictions.
EXCEPT FOR THE LIMITED WARRANTY SPECIFIED IN SECTION 6 ABOVE, THE PRODUCT AND SOFTWARE ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY, IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL SHIPMENT FROM FORTINET. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER OF THE PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE HARDWARE WARRANTY PERIOD DISCUSSED ABOVE DOES NOT APPLY TO CERTAIN FORTINET PRODUCTS, INCLUDING FORTITOKEN WHICH HAS A 365 DAY WARRANTY FROM THE DATE OF SHIPMENT FROM FORTINET'S FACILITIES, AND THE SOFTWARE WARRANTY DOES NOT APPLY TO CERTAIN FORTINET PRODUCTS, INCLUDING FORTIGATE-ONE AND VDOM SOFTWARE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT NO VENDOR CAN ASSURE COMPLETE SECURITY AND NOTHING HEREIN OR ELSEWHERE SHALL BE DEEMED TO IMPLY A SECURITY GUARANTEE OR ASSURANCE. The warranty in Section 6 above does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Fortinet or its authorized representative, (b) has not been installed, operated, repaired, updated to the latest version, or maintained in accordance with instructions supplied by Fortinet, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, (d) is licensed for beta, evaluation, donation, testing or demonstration purposes or for which Fortinet does not charge a purchase price or license fee; or (e) is procured from a non-authorized reseller or non-authorized distributor. In the case of beta, testing, evaluation, donation or free Software or Product, the end user acknowledges and agrees that such Software or Product may contain bugs or errors and could cause system failures, data loss and other issues, and the end user agrees that such Software or Product is provided "as-is" without any warranty whatsoever, and Fortinet disclaims any warranty or liability whatsoever. An end user's use of evaluation or beta Software or Product is limited to thirty (30) days from original shipment unless otherwise agreed in writing by Fortinet.

8. Governing Law.

Any disputes arising out of this Agreement or Fortinet's limited warranty shall be governed by the laws of the state of California without regard to the conflict of laws principles. In the event of any disputes arising out of this Agreement or Fortinet's limited warranty, the parties submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, INFRINGEMENT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT OR SERVICE OR ANY DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OR DAMAGE RELATED TO USE OF THE PRODUCT OR SERVICE IN CONNECTION WITH HIGH RISK ACTIVITIES, DE-INSTALLATION AND RE-INSTALLATION FEES AND COSTS, DAMAGE TO PERSONAL OR REAL PROPERTY, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COMPUTER SECURITY BREACH, COMPUTER VIRUS INFECTION, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT INCLUDING ANY PRODUCT RETURNED TO FORTINET FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT

OF ANY BREACH OF THE LIMITED WARRANTY IN SECTION 6 ABOVE, EVEN IF FORTINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT AS SPECIFICALLY STATED IN SECTION 6 ABOVE.

10. Import/Export Requirements; Compliance with Laws; FCPA Compliance.

You are advised that the Products may be subject to the United States Export Administration Regulations and other import and export laws, diversion contrary to United States law and regulation is prohibited. You agree to comply with all applicable international and national laws that apply to the Products as well as end user, end-use, and destination restrictions issued by U.S. and other governments. For additional information on U.S. export controls see www.bis.doc.gov. Fortinet assumes no responsibility or liability for your failure to obtain any necessary import or export approvals and licenses, and Fortinet reserves the right to terminate or suspend shipments, services and support in the event Fortinet has a reasonable basis to suspect any import or export violation. You represent that neither the United States Bureau of Industry and Security nor any other governmental agency has issued sanctions against you or otherwise suspended, revoked or denied your export privileges. You agree not to use or transfer the Products for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the United States Government by regulation or specific written license. Additionally, you agree not to directly or indirectly export, import or transmit the Products contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. You agree you and your employees will be responsible to comply in full with all laws and policies applicable to any and all dealings with Fortinet in general and its distributors, resellers and partners. Furthermore, you represent that you understand, and you hereby agree to comply with, all requirements of the U.S. Foreign Corrupt Practices Act and all other applicable laws. For beta, testing, evaluation, donation or free Products and/or related services, you hereby agree, represent and warrant to Fortinet that (a) receipt of the Products and/or services comply with all policies and you have obtained all necessary approvals for such Products and/or services, (b) the Products and/or services are not provided in exchange for Fortinet maintaining current business or for new business opportunities, and (c) the Products and/or services are not being received for the benefit of, and are not being transferred to, any government entity, representative or affiliate.

11. U.S. Government End Users.

The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement and its successors.

12. Tax Liability.

You agree to be responsible for payment of any sales or use taxes imposed at any time on this transaction.

13. General Provisions.

Except as specifically permitted and required in section 5 ("Transfer") above, you agree not to assign this Agreement or transfer any of the rights or obligations under this Agreement without the prior written consent of Fortinet. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. The United Nations Convention on Contracts for the International Sales of Goods is expressly excluded. This Agreement and other Fortinet agreements may be amended or supplemented only by a writing that refers explicitly to the agreement signed on behalf of both parties, or, for this Agreement, as otherwise expressly provided in the lead-in above Section 1 above, provided, notwithstanding anything to the contrary and except for this Agreement which may be amended or updated as expressly provided in the lead-in above Section 1 above, for any amendment or other agreement to be binding on Fortinet, such amendment or other agreement must be signed by Fortinet's General Counsel. No waiver will be implied from conduct or failure to enforce rights nor effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found unenforceable, that part will be enforced to the maximum extent permitted and the remainder shall continue in full force and effect. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. Notwithstanding anything to the contrary, this EULA constitutes the entire agreement between Fortinet and its end-customers and supersedes any and all conflicting provisions, such as limitations of liability, in any and all purported end customer agreements, whether entered into now or in the future. In the event of a conflict between this EULA and another agreement, this EULA shall prevail unless the conflicting agreement expressly states that it replaces this EULA, expressly referring to this EULA, and is agreed to in writing by authorized representatives of the parties (which, in the case of Fortinet, is Fortinet's General Counsel).

14. Privacy.

You agree to Fortinet's collection, use, disclosure, protection and transfer of your information, as set forth in the Fortinet privacy policy on the Fortinet web site (<http://www.fortinet.com/about-us/privacy.html>), including (a) Fortinet's use of the Customer information to send information regarding Fortinet products and services; and (b) Fortinet's disclosure of your information to provide assistance to law enforcement, governmental agencies and other authorities or to allow Fortinet to protect its Customers' and/or end users' rights.

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3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

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