



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 15, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Must Complete Public Commentary Contact Card Prior to Speaking)*

Minutes:

- [1.](#) Mayor & Council Minutes of November 1, 2021

New Business:

- [2.](#) Resolution 21-13 - Election Results Certification
- [3.](#) Oath of Office - Dennis Mock, City Council Member Ward 1
- [4.](#) Renewal of Aetna Employee Assistance Program (EAP)
- [5.](#) Resolution 21-14 To Replace the Existing Group Health and Major Medical Insurance Plan for Retired Former Employees of The City of Dalton With an Individual Coverage Health Reimbursement Arrangement ("the Plan") For Such Eligible Persons and Beneficiaries; To Authorize Establishment of The Plan; To Provide Effective Dates; And for Other Purposes
- [6.](#) Agreement with Health One Alliance d/b/a HRA Simple for Health Reimbursement Account
- [7.](#) Appointment of Elected Official to Defined Contribution Committee
- [8.](#) FY-2021 Budget Amendment #4
- [9.](#) Traffic Control Change - Section of Spencer Street Two Lane Residential No Parking in Southbound Lane
- [10.](#) Traffic Control Change - Section of Castle Road Two-Lane Residential No Parking on Both Sides
- [11.](#) Traffic Control Change - One-Way West Bound Entering on Ashworth Drive, and Exiting South Bound Off Dude Street

12. First Reading - Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes
13. Executive Session - Personnel Matters

Supplemental Business

Announcements:

14. City of Dalton government offices will be closed November 25-26, 2021 for the Thanksgiving holidays.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 1, 2021

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, Tyree Goodlett, Gary Crews, City Administrator Andrew Parker and City Attorney Terry Miller.

CALLED TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

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 Crews, the Agenda dated November 1, 2021 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no Public Commentary.

PROCLAMATION – SMALL BUSINESS SATURDAY

The Mayor and Council proclaimed November 27, 2021 as Small Business Saturday in the City of Dalton and urged our citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

PROCLAMATION – METEOROLOGIST CEDRIC HAYNES

The Mayor and Council proclaimed November 1, 2021, as Dalton High graduate, Cedric Haynes Day in the City of Dalton as he has now come full circle to his dream job as meteorologist at WRCB in Chattanooga Tennessee.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of October 4, 2021.

On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

NEW 2021 ALCOHOL BEVERAGE APPLICATIONS

The Mayor and Council reviewed the following 2021 Alcohol Beverage Applications:

(2) New 2021 Alcohol Beverage Applications:

1. Business Owner: VIP Friends II, LLC
d/b/a: VIP Tobacco Mart 2
Applicant: Ashit Sushilkumar Kadakia
Business Address: 314 North Glenwood Ave. Suite 105
License Type: Package Beer (Convenience Store)
Disposition: **New**
2. Business Owner: Cigar Tyme Lounge, LLC
d/b/a: Cigar Tyme Lounge
Applicant: Juan Carlos Escudero Soriano
Business Address: 267 North Hamilton St
License Type: Pouring Beer, Pouring Wine (Lounge)
Disposition: **New**

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the applications. The vote was unanimous in favor.

CERTIFICATION OF CONSISTENCY WITH THE CONSOLIDATED PLAN FOR THE DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION (DWCDC) FOR HOUSING AND URBAN DEVELOPMENT (HUD) CONTINUUM OF CARE FUNDING

CFO Cindy Jackson presented the Certification of Consistency with the Consolidated Plan for The Dalton-Whitfield Community Development Corporation (DWCDC) for Housing and Urban Development (HUD) Continuum of Care Funding to the Mayor and Council for their approval. Jackson stated the City is required to certify that these programs are consistent with the City's Consolidated Plan. Jackson further stated that the grants are for the Permanent Supportive Housing program in total of \$345,172. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Plan. The vote was unanimous in favor.

TASK ORDER 004A – AMENDMENTS TO PROFESSIONAL SERVICES TASK ORDER 004 WITH ARCADIS U.S., INC. FOR WALNUT NORTH/ RIDGE STREET DRAINAGE STUDY

T. Jackson Sheppard, E.I.T., Project Engineer at Public Works, presented the Task Order 004A – Amendments to Professional Services Task Order 004 with Arcadis U.S., Inc. for Walnut North/ Ridge Street Drainage Study to address the development of construction plans for the new detention flood storage areas on the West Hill Cemetery in the amount of \$48,502 to be paid from the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Harlan, the amendments were approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH ADVANCED SPORTS GROUP, LLC (ASG) FOR NORTHEAST COMMUNITY COMPLEX SOCCER FIELDS (NEW SYNTHETIC TURF CONSTRUCTION ONLY PACKAGE)

Project Manager Megan Elliot presented the General Construction Agreement with Advanced Sports Group, LLC (ASG) for Northeast Community Complex Soccer Fields (New Synthetic Turf Construction Only Package) in the amount of \$1,551,275.22 to be paid from the 2020 SPLOST. On the motion of Council member Harlan, second Council member Crews, the Agreement was approved. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH NORTHWEST GEORGIA PAVING, INC. FOR THE NORTHEAST COMMUNITY COMPLEX SOCCER FIELDS PROJECT (GENERAL SITE CONSTRUCTION PACKAGE)

Project Manager Megan Elliot presented the Contract for Services with Northwest Georgia Paving, Inc. for the Northeast Community Complex Soccer Fields Project (General Site Construction Package) in the \$3,608,822.42 to be paid from the 2020 SPLOST. Elliot stated the contract is for Phase 1 of a 2-phase project. On the motion of Council member Harlan, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor.

CHANGE ORDER WITH SIGNATURE TENNIS COURTS FOR RESURFACING TENNIS COURTS 11-20 AT LAKESHORE PARK

City Administrator Andrew Parker presented the Change Order with Signature Tennis Courts for Resurfacing Tennis Courts 11-20 at Lakeshore Park in the amount of \$37,300.00. On the motion of Council member Crews, second Council member Harlan, the Change Order was approved. The vote was unanimous in favor.

CREATION OF DEFINED CONTRIBUTION COMMITTEE

Human Resources Director Greg Batts requested the approval of the Creation of Defined Contribution Committee. Batts stated that as part of the safe harbor requirements for the new defined contribution plan, a committee must be appointed to oversee the plans investment performance and adherence to rules of the plan. Batts further listed the potential members of the committee: City Administrator, HR Director, Finance Director, CEO & CAO of Dalton Utilities. On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the Committee and added an elected official to serve on the committee. The vote was unanimous in favor.

APPOINTMENT - DALTON-WHITFIELD PLANNING COMMISSION

On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council appointed Octavio Perez to the Dalton-Whitfield Planning Commission to fill an unexpired 4-year term of Scott Delay to expire July 2023. The vote was unanimous in favor.

Mayor and Council
Minutes
Page 4
November 1, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:18 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/15/2021

Agenda Item: Resolution 21-13 - Election Results Certification

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? N/A

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:

Certification of the Official General Election results held on Nov 2, 2021.

RESOLUTION 21-13

CITY OF DALTON, WHITFIELD COUNTY, STATE OF GEORGIA

The Mayor and Council of the City of Dalton, Georgia in regular meeting duly assembled on Monday November 15, 2021, for the purpose of declaring the results of the City of Dalton Regular Election held on Tuesday, November 2, 2021 after consolidation of the returns of this election, do hereby declared the results of the same as follows:

- FOR City Council Ward 1 (Special):

Dennis Mockreceived 1793 votes.

- FOR City Council Ward 2:

Annalee Harlan (I)received 1482 votes.

Rodney C. Millerreceived 610 votes.

- FOR City Council Ward 4:

Gary D. Crews (I)received 1013 votes.

Steve Farrowreceived 1061 votes.

- FOR Dalton Board of Education (Evans):

Matt Evans (I)received 1767 votes.

- FOR Dalton Board of Education (Griffin):

Palmer Griffin (I)received 1408 votes.

Manuel J. Mezareceived 659 votes.

We declare **Dennis Mock** as duly elected Councilmember Ward 1, **Annalee Harlan** as duly elected Councilmember Ward 2, and **Steve Farrow** as duly elected Councilmember Ward 4, Council Members of the City of Dalton and;

Matt Evans, and **Palmer Griffin** as duly elected Dalton Board of Education Members.

This the ____ day of _____, 2021.

David Pennington III, Mayor

Annalee Harlan, Councilmember

Gary Crews, Councilmember

Tyree Goodlett, Councilmember

Bernadette Chattam, CMC
City Clerk

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR:

- ☐ SPECIAL ELECTION
☒ GENERAL ELECTION
☐ RUNOFF ELECTION

11/2/2021
Date
City of Dalton
Municipality/County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by EMS). Attach copies of this consolidated certification report as follows:

1. White sheet is attached to Election Summary and returned to Secretary of State.
2. Yellow sheet is attached to Election Summary and maintained by Superintendent.
3. Pink sheet is attached to Election Summary and sent to Clerk of Superior Court.
4. Goldenrod sheet is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county)

ELECTION SUMMARY MUST BE ATTACHED TO THIS FORM

Name of Candidate(s)

Insert Vote Totals On Blanks Below:

_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

We, the undersigned Superintendent of Elections and his/her Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County, and that the above listed Write-In Votes constitute all votes cast for qualified Write-In Candidates on BMD and Absentee/Provisional Ballots. In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 4 day of November, 2021. SIGNED IN QUADRUPLICATE.

[Signature] Assistant
[Signature] Assistant
[Signature] Assistant

Assistant
Assistant

Mary Hammert
Superintendent Of Elections

Election Summary Report

General Election

WHITFIELD

November 02, 2021

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups
Official and Complete

Precincts Reported: 11 of 11 (100.00%)

Registered Voters: 2,240 of 17,254 (12.98%)

Ballots Cast: 2,240

Dalton Alderman Ward 2 (Vote for 1) NP

Precincts Reported: 10 of 10 (100.00%)

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	1,362	726	40	1	2,129 / 15,875	13.41%

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Annalee Harlan (I)		885	562	34	1	1,482	
Rodney C. Miller		451	154	5	0	610	
Total Votes		1,336	716	39	1	2,092	

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
--	--------------	-----------------	------------------	-------------	-------	--

Dalton Alderman Ward 4 (Vote for 1) NP

Precincts Reported: 10 of 10 (100.00%)

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	1,362	726	40	1	2,129 / 15,875	13.41%

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Gary D. Crews (I)		678	324	11	0	1,013	
Steve Farrow		644	387	29	1	1,061	
Total Votes		1,322	711	40	1	2,074	

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
--	--------------	-----------------	------------------	-------------	-------	--

Dalton Board of Education (Evans) (Vote for 1) NP

Precincts Reported: 10 of 10 (100.00%)

		Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast		1,362	726	40	1	2,129 / 15,875	13.41%
Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Matt Evans (I)		1,129	612	26	0	1,767	
Total Votes		1,129	612	26	0	1,767	
		Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	

Dalton Board of Education (Griffin) (Vote for 1) NP

Precincts Reported: 10 of 10 (100.00%)

		Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast		1,362	726	40	1	2,129 / 15,875	13.41%
Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Palmer Griffin (I)		875	505	28	0	1,408	
Manuel J. Meza		446	201	11	1	659	
Total Votes		1,321	706	39	1	2,067	
		Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	

Dalton Alderman Ward 1 Special (Vote for 1) NP

Precincts Reported: 10 of 10 (100.00%)

		Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast		1,362	726	40	1	2,129 / 15,875	13.41%
Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Dennis Mock		1,153	610	29	1	1,793	
Total Votes		1,153	610	29	1	1,793	
		Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	

Varnell Mayor (Vote for 1) NP

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast		101	9	0	1	111 / 1,379	8.05%
Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Tom Dickson (I)		72	5	0	1	78	
Anthony N. Hulsey		29	4	0	0	33	
Total Votes		101	9	0	1	111	
		Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	

OATH OF OFFICE

I, _____, do solemnly swear that I will, to the best of my ability, discharge the duties as Council member for the City of Dalton, during my continuance in office; so help me God.

In addition thereto, I do solemnly swear or affirm that:

- (1) I am not the holder of any unaccounted for public money due the State of Georgia, or any political subdivision or authority thereof;
- (2) I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding;
- (3) I am otherwise qualified to hold said office according to the Constitution and laws of the State of Georgia;
- (4) I will support the Constitution of the United States and of this state;

This ____ day of _____, 20__.

Signature

Print name

ATTESTATION

The foregoing Oath of Office for the City of Dalton was read and duly sworn by the aforesaid individual on the ____ day of _____, 20__ in accordance with Georgia Code Sections 45-3-1 through 45-3-10.

Terry L. Miller
CITY ATTORNEY



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 15, 2021

Agenda Item: Employee Assistance Program (EAP) Renewal

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Not this version but previous one was reviewed/approved

Cost: \$9312.00

Funding Source if Not in Budget Budgeted

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

This is a 3 year agreement with no increase for 2022



**Aetna Employee Assistance Program
Attn: EAP Contracting
151 Farmington Ave
Hartford, CT 06156
Mail Stop RSAA
FAX Number 1-800-970-6255**

City of Dalton, Georgia
Attn: Greg Batts, HR Director
PO Box 1205
Dalton, GA 30722

October 28, 2021

Dear Mr. Batts:

Thank you for renewing your Aetna Resources For Living Employee Assistance Program ("EAP") Services Agreement ("Services Agreement"). At Aetna, we believe in an integrated, total health focus where an EAP and other benefits are part of a continuum of care.

This letter ("Renewal Letter") serves to confirm our agreement that you and Aetna mutually agree to: (i) renew your Services Agreement, and (ii) amend the Services Agreement as follows:

- (a) the Service and Fee Schedule is hereby replaced with the enclosed Service and Fee Schedule.

All other terms and conditions of the Services Agreement not addressed herein shall remain in full force and effect.

Please review these documents. If they are acceptable to you, please sign the enclosed signature document where indicated, and e-mail the documents back to me at the email address at the bottom of this Renewal Letter. Alternatively, you may return a copy to the address and contact department noted at the top of this Renewal Letter or FAX the signed documents to the FAX number also indicated above. Please keep a copy for yourself prior to sending back to Aetna.

If we do not hear from you or receive the signed documents by December 31, 2021, Aetna will consider the terms of this Renewal Letter and its attachments as part of the Services Agreement which will serve as the complete and sole contract between us and you.

We look forward to a continued long and productive relationship between Aetna and City of Dalton, GA. Should you have any questions regarding this Renewal Letter or any other aspects of your Employee Assistance Program, please do not hesitate to contact us.

Sincerely,

Taiesha Pullam
Taiesha.Pullam@rfl.com

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

The term of this Renewal shall be from 01/01/2022 through 12/1/2024.

IN WITNESS WHEREOF, the parties hereto have caused this letter to be executed by their duly authorized representatives.

CITY OF DALTON, GEORGIA

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:

Printed Name:

Title:

Date:

Printed Name:

Title:

Date:

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

SERVICE AND FEE SCHEDULE

This Employee Assistance Program Renewal is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company") and City of Dalton, GA (hereinafter "Customer").

Customer hereby elects to receive the Services, within the 50 U.S. states only, as designated below. The below Service Fees shall be in effect for three (3) years, beginning upon the Effective Date of this Renewal, and, thereafter, if this Renewal is extended by the parties for any additional successive term, such Service Fees shall be reasonably negotiated by the parties for such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Renewal and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

Core Features and Services (included in the PEPM)	\$1.94 PEPM
---	--------------------

- Unlimited telephonic access to licensed clinicians 24 hours a day, seven days a week.
- 6 counseling sessions per problem per contract year with EAP network contracted providers.
- Access to comprehensive, nationwide network of EAP providers who are licensed, master's level behavioral health professionals.
- Referrals to community services.
- Internet access to our EAP website 24 hours a day, seven days a week.
- Telephonic management and supervisory consultation.
- Designated account management with EAP administrative expertise.
- Standard printed communication materials and additional promotional materials in electronic format.
- Quarterly EAP utilization reports.*
- Web-based WorkLife, Legal and Financial Services and Identity Theft Services.
- Bank of Training Hours: 2 hours of Training and Education are included in the EAP Session Model PE/PM Rate. Training and Education services may be on-site, or for web-based seminars up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants. Additional Training and Education sessions are \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply or additional hours may be deducted from the bank. These capitated hours will be used for the total amount of time that the educator is on site. Additional trainings are priced below.
- Standard Intake Model.

Additional Services:

Training and Education: The term "Training and Education" refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e. in-person, telephonically, or web-based. Additional fees apply to web-based training over 50 participants (Participants is defined as unique phone lines calling into the webinar). Department of Transportation (DOT) services are excluded from standard Training and Education services.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- Training and Education Fee for Service Pricing (beyond the 2 hours included above):
 - Fee for Service On-Site Training Pricing: \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply.
 - Fee for Service Webinar Training Pricing: \$250.00 per hour, plus a \$150.00 charge for preparation for each web-based training for up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants.
 - Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.
- Training and Education Cancellation Fee: Failure to provide Company with six (6) business days' notice of cancellation of a previously scheduled training program may result in a charge of:
 - Bank of Training Hours Training Cancellation Fee: Services which are included in the bank of capitated hours described above, will result in the deduction of a number of hours from the bank, equal to the number of cancelled hours. When the bank of hours has been exhausted, fee for service training cancellation fee of \$375.00 per hour applies.
 - For Department of Transportation compliance training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness, see pricing referenced below under Drug Free Workplace Services. Mental Health First Aid trainings are excluded from standard Training and Education services. For specialized Mental Health First Aid training, see separate definition under Mental Health First Aid.
 - MENTAL HEALTH FIRST AID: An educational program offered to Customers to help managers and employees recognize and respond to mental health issues in the workplace and in the community. The curriculum includes an overview of mental health and provides education about Anxiety, Depression, Suicide, Trauma, Psychosis, and Substance Use Disorders, along with videos, interactive exercises and practice scenarios. Courses must be taught onsite. The 8-hour in-person course and the 6-hour virtual course can be provided at the corporate and community levels. Whether virtual or in-person both the 8-hour in-person and 6-hour virtual courses provide all participants that complete course with Mental Health First Aid Certification for three years. The 4-hour virtual and in-person general awareness courses are available for Corporate level only. The 4-hour course does NOT provide participants with a Mental Health First Aid Certification. In-person courses are limited to 30 participants per course. The virtual 4-hour general awareness course has a participant minimum of 15 participants and a maximum of 25 participants. The virtual 6-hour courses have a 15-participant minimum/maximum per course.

Mental Health First Aid Virtual Delivery Requirements for Participants

Virtual courses will be hosted through The National Council for Behavioral Health's Zoom webinar platform, and The National Council will provide a how-to guide for participants who have never used this platform.

- Computer – Windows or Apple desktop or laptop computer OR Mobile Device/Tablet/Surface: iOS, Android, Windows
- Phone (backup audio option) – It is highly recommended that users join the course from a tablet, laptop or desktop computer for the best experience. Phones may be used for audio support.
- Microphone and speakers – Participants whose computers do not have a microphone and/or speaker can use the dial-in option from their phone for audio.
- HD Webcam – Either built into the user's device or external.
- Internet Connection – We recommend an internet speed of at least 5 mbps upload/download speed. Users can test their internet speed here: <https://www.speedtest.net/>

For the virtual 4-hour general awareness course, Plan Sponsor will ensure that participants review course materials prior to attending a virtual session. Course materials will be available for download via the online learning platform.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

The virtual 6-hour certification course is a blended course that includes two hours of self-directed pre-work and four hours of instructor led training. Plan Sponsor will ensure that there are 15 identified participants for registration that are committed to completing required online learning pre-work and attending the four hours of instructor led training. Course materials will be available for download via the online learning platform.

If registered participant(s) does not complete the required two hours of self-directed pre-work, the participant(s) will be denied access to the four hours of live facilitator led training. If a participant doesn't complete the pre-work or is not able to attend the instructor led portion of the course, participants will not be able to makeup the session or receive certification and no refund will be issued. Participants will only receive a certificate upon completion of post test and evaluation.

Mental Health First Aid: Please contact your Account Executive for Mental Health First Aid pricing should you require these services.

- Community Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services.
 - 8 Hour Course - This option provides eight (8) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel (if applicable). Check with your Account Executive for more information.
- Corporate In-Person Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services. 30 participant maximum.
 - 8 Hour Course – This option provides eight (8) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.
 - 4 Hour Course – This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.
- Corporate Virtual Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services. Minimum of 15 participants and Maximum of 25 participants
 - 6 Hour Course - This option provides six (6) hours (2 hours self-directed pre-work + 4 hours of instructor led training) of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.
 - 4 Hour Course - This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.
- Mental Health First Aid Cancellation Fee Schedule (In-person or Virtual): If cancelled for any reason within 30 days from the training date, Customer will be responsible for the cancellation fees as follows:
 - 50% of the total fee 15-30 days prior to the scheduled date of training.
 - 100% of the total fee 0-14 days prior to the scheduled dates of training.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

Critical Incident Support (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services): An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.

- CISD (Critical Incident Stress Debriefings) Fee for Service Pricing:
 - Fee for Service Standard CISD Pricing (On-site attendance response time in greater than 2 hours)
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor. Out of area or special request expenses are additional.
 - Fee for Service Immediate CISD Pricing (On-site attendance response time in less than 2 hours)
 - \$350 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor. Out of area or special request expenses are additional.
 - CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.
- CISD Cancellation Fee: Whenever possible, Customer agrees to provide Company with 24 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 24 hours' notice of cancellation of any services:
- Fee for Service CISD Cancellation Fee: Services which are provided on a fee for service basis and which are subject to the hourly rate will result in a charge of \$375.00 per incident.

Reduction in Force: The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.

- Reduction in Force Fee for Service Pricing:
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor.
- Reduction in Force Cancellation Fee: Failure to provide Company with 24 hours notice of cancellation of Reduction in Force Services will result in a charge of \$375 per incident.

Drug Free Workplace Services: Suite of services to assist Customer in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- Drug Free Workplace services:
 - \$750 per case, for substance abuse case management by Substance Abuse Professionals (SAP) and/or for Department of Transportation regulation compliance.
 - DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Supervisor Training - 2 hours at \$800

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Employee Training - 1 hour at \$400

Other Terms/Conditions:

- NOTE: Original contractual definition of "Employee" and "Dependent" are amended to include adult children up to the age of 26.
- Rate excludes any fees for broker commissions.
- Rate is guaranteed for 3 years from the renewal date of 01/01/2022.
- Rate assumes standard billing process of single bill at plan sponsor level only.
- *Utilization reports are provided on a Quarterly basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to Annual reporting.
- Company may adjust Service Fees effective as of the date on which any of the following occurs:
 - If, for any Service, there is a change in the number of Employees greater than +/- 20% of current population assumed in Company's quotation as of the Effective Date of this Renewal.
 - Change in Services – A material change in Services is requested or initiated by the Customer or by legislative action.
 - Premium Taxes or Assessments – If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.
 - EAP Services may be subject to regulation under the Knox-Keene Act in the State of California. Program documentation and procedures may be adjusted accordingly.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/15/21

Agenda Item: Resolution 21-14

Department: Human Resources

Requested By: Greg Batts

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

Cost:

**Funding Source if Not
in Budget**

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

To Replace the Existing Group Health and Major Medical Insurance Plan for Retired Former Employees of The City of Dalton With an Individual Coverage Health Reimbursement Arrangement ("the Plan") For Such Eligible Persons and Beneficiaries; To Authorize Establishment of The Plan Through Health One Alliance, LLC d/b/a HRA Simple; To Provide Effective Dates; And for Other Purposes

RESOLUTION 21-14

To Replace The Existing Group Health And Major Medical Insurance Plan For Retired Former Employees Of The City Of Dalton With An Individual Coverage Health Reimbursement Arrangement (“the Plan”) For Such Eligible Persons And Beneficiaries; To Authorize Establishment Of The Plan; To Provide Effective Dates; And For Other Purposes

WHEREAS, the City of Dalton provides a program of group health and major medical insurance coverage to a designated class of former employees of the City of Dalton and eligible beneficiaries; and

WHEREAS, it is deemed in the best interest of the City as plan sponsor and the eligible retired employees and participating beneficiaries to establish for them a Health Reimbursement Arrangement (“the Plan”); and

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

-1-

Effective January 1, 2022 the City authorizes its executive officer and HR Director to replace the City’s group major medical and health insurance plan for eligible retirees and beneficiaries; further, the City will provide a Health Reimbursement Arrangement (“the Plan”) for such retired employees and beneficiaries.

-2-

Upon consideration of that HRA Simple Administrative Services Agreement before the Mayor and Council, the same is approved and the City is hereby authorized to enter into same.

-3-

This Resolution shall be effective immediately upon passage thereof.

SO RESOLVED this _____ day of _____, 2021 at the Regular Meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution was read on November 15, 2021 and upon motion of Councilmember _____, second by Councilmember _____, upon the question the vote is _____ ayes, _____ nays and the Resolution DOES/DOES NOT pass.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 15, 2021

Agenda Item: Agreement with HRA Simple

Department: Human Resources

Requested By: Greg Batts

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

Cost: @ \$15,000 Annually

**Funding Source if Not
in Budget** OPEB Trust

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

Agreement to administer Health Reimbursement Account



ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and entered into to be effective as of ____January 1, 2022____ (the "Effective Date"), by and between ____City of Dalton, Georgia____ (the "Employer"), and Health One Alliance, LLC d/b/a HRASimple, a Georgia limited liability company (hereinafter "HRASimple").

WHEREAS, Employer has established an Individual Coverage Health Reimbursement Arrangement (the "Plan"), for the benefit of its eligible retirees;

WHEREAS, Employer desires HRASimple to assist in its administration of the Plan, and HRASimple strives to assist Employer in the administration of the Plan; and

WHEREAS, HRASimple and Employer agree that HRASimple shall assist in the administration of the Plan based on the terms and conditions set forth in this Agreement, including, without limitation that:

- Employer has established the Plan for the exclusive benefit of its retirees.
- Employer is the administrator of the Plan (the "Plan Administrator").
- Employer remains the Plan Administrator and is responsible for the Plan's operation and maintenance, including establishing eligibility and benefits and funding the payment of benefits owed to participants under the Plan.
- HRASimple is an independent contractor to Employer and the Plan and acts as an agent on behalf of Employer in rendering Employer services according to this Agreement.
- HRASimple is to provide the agreed-upon services without assuming any liability for any services' performance beyond those set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 HRASIMPLE ADMINISTRATIVE SERVICES

1.1 Plan Administration Assistance. HRASimple shall assist Employer in the administration of the Plan as provided in this Agreement. HRASimple's duties to the Plan are limited to those expressly provided for in this Agreement. HRASimple shall have no responsibility, duty, or obligation with respect to any employee benefit plans of the Employer other than the Plan.

1.2 Plan Document Template Assistance.

(a) Upon request, HRASimple will provide the Employer plan document templates, a summary plan description ("SPD") template, and other standard document templates as relating to the establishment of the Plan.

(b) Employer must provide HRASimple with an executed copy of its plan document.

(c) HRASimple does not provide legal or tax consulting advice or direction.

1.3 Information for Employer Required Disclosure and Plan Reporting. HRASimple shall provide Employer with general information about disclosure and Plan reporting requirements related to the Plan and information

reasonably available to HRASimple that is necessary for Employer to prepare the annual Form 5500. HRASimple is not responsible for the accuracy of any information provided by Employer or for determining the level of Employer compliance required by the Plan. It is the sole responsibility of Employer to assure compliance with all legal disclosure and Plan reporting requirements.

1.4 **COBRA Administration.** HRASimple shall provide required notices to employees whose coverage terminates, including election notices, which shall advise Participants of their rights under current laws and the Initial Election Period described by applicable law. HRASimple shall issue instructions for making the required premium payments and maintaining coverage for every Qualified Beneficiary who elects the continuation of coverage under applicable law within the time frames set forth under COBRA. HRASimple shall receive, account for, and appropriately distribute any payments received from the Qualified Beneficiary. HRASimple shall notify Qualified Beneficiaries of any changes advised by the Employer regarding the amount Qualified Beneficiaries must pay to maintain their coverage under the Plan. HRASimple will retain any administrative fees charged to Participants and permitted under applicable law for COBRA continuation premium.

1.5 **HRASimple Reporting to Employer.** HRASimple shall provide the following reports to Employer:

- Employer Funding Report (monthly and on-demand)
- Payment History Report (on demand)
- Enrollment Report (on-demand)
- Account Balance Detail Report (on-demand)
- Statement of fees due to HRASimple (monthly invoice)
- Payroll Deduction Report (weekly and on-demand)

1.6 **Employee Support.** HRASimple shall establish and maintain a website and toll-free phone number available to assist Plan participants in understanding their benefits, rights, and responsibilities under the Plan, subject to the third party carriers and accessibility.

1.7 **Claims Processing.**

(a) HRASimple shall process claims received from Employer or Plan participants daily during regular business hours (9:00 a.m. to 5:00 p.m. Eastern Time Zone, Monday through Friday excluding holidays).

(b) HRASimple shall arrange for the payment of approved reimbursement requests as provided in the Plan. Qualified reimbursements or payments are available if there is a suitable available balance in the agreed upon banking account to cover the expense due from the Employer. Such banking arrangement is detailed in the Custodial Account pursuant to Article 3.

(c) HRASimple shall consider any initial claim for benefits made under the Plan provided the claim is submitted in accordance with the Plan, the SPD, and any reasonable rules established by HRASimple and communicated to Employer and participants.

(d) HRASimple will accept or deny (in whole or part) an initial claim for benefits after making such investigation as it deems necessary.

(e) To the extent HRASimple determines that a participant is entitled to the claimed benefits under the Plan, HRASimple will arrange for the proper payment from the Plan to the participant directly, a health care provider, or an individual health plan selected by the participant using the funds provided by Employer.

(f) To the extent HRASimple determines that a participant is not entitled to claimed benefits under the Plan, HRASimple shall provide to such participant a written notification of its decision as soon as administratively practicable after the claim was received by HRASimple, subject to the requirements of Section 503 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 USC § 1133) and 29 CFR § 2590.715-2719.

(g) HRASimple shall be responsible for deciding to accept or deny (in whole or in part) all appeals of denied benefit claims consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719.

(h) HRASimple shall be responsible for notifying the participant of its decision regarding an appeal consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719.

(i) In making decisions regarding claims for benefits and appeals of denied benefit claims, HRASimple shall have discretionary authority to construe and interpret the Plan's terms and determine whether a benefit claim is appropriately payable under the Plan.

(j) Notwithstanding anything herein to the contrary, Employer shall be responsible for all eligibility claims, eligibility appeals, and eligibility determinations.

(k) To the extent that HRASimple provides written non-English or non-Spanish assistance to a participant during claims processing as required by Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719, Employer shall reimburse HRASimple for the related fees and expenses, if any.

1.8 Fiduciary Duties. HRASimple performs fiduciary duties under the Plan only to the extent described in Section 1.6.

1.9 Employer Funds and Custodial Accounts. Funds received by HRASimple from Employer for the payment of Plan benefits shall be held in the Custodial Account pursuant to Article 3.

1.10 Retention and Release of Plan Data, Records, and Files.

(a) Written and electronic records containing personal information are securely destroyed or deleted consistent with business needs or legal retention requirements.

(b) Per business records needs and associated retention and secure destruction periods, HRASimple retains a copy of all information (excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to HRASimple policy) for at least eight (8) years from the date created at HRASimple, including, without limitation, a record of all assets and transactions involving the Custodial Account (defined in Article 3).

(c) Following the termination of this Agreement, HRASimple shall cooperate with Employer or Employer's subsequent service provider to effect an orderly transition of services provided under this Agreement and,

within a reasonable time, will release to Employer a copy of all data, records, and files in HRASimple's standard format.

(d) Upon termination of this Agreement, HRASimple is entitled to retain a copy of all information including the data, records, and files released pursuant to Section 1.9(b) and to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law and any executed or applicable business associate agreement between the parties.

1.11 Confidentiality of Plan Information. HRASimple shall keep confidential all information that it obtains concerning the Plan. Other than in due course of business, such information shall not be disclosed to a third party without prior approval of Employer or as otherwise provided in Article 4.

Employer may request that HRASimple share Plan information and other data with another Plan or Employer vendor. HRASimple shall consider all reasonable requests; however, before releasing or sharing any Plan information or other data with another vendor, Employer must enter into a business associate agreement and/or a confidentiality and data-sharing agreement with the vendor and make a copy of such agreement available to HRASimple upon request.

1.12 Disclaimer. HRASimple does not insure or underwrite the liability of Employer to provide benefits under the Plan. HRASimple shall not be liable or obligated to use its funds to pay benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in action against Employer, HRASimple, or the Plan. Employer shall promptly reimburse HRASimple for any benefit payments made using HRASimple funds.

1.13 Subcontracting. HRASimple may delegate or subcontract any portion of HRASimple services to a third party. For those HRASimple services HRASimple has delegated or subcontracted, HRASimple shall remain fully responsible to Employer for compliance with all applicable provisions of this Agreement or any executed or applicable business associate agreement between the parties.

1.14 Overpayment Recovery. If HRASimple determines that it has paid benefits to an ineligible person or paid more than the appropriate amount, HRASimple shall, with Employer's full cooperation, undertake a reasonable effort to recover such erroneous payment. For purposes of this provision, HRASimple shall have the sole discretion to determine what constitutes a "good faith effort," which effort may vary from time to time depending upon the circumstances of the overpayment, but may include HRASimple's attempt to contact the participant via letter, phone, email or another means about the recovery of the payment at issue.

1.15 Total Control and Discretionary Authority. Except as otherwise expressly provided in this Agreement, Employer has total control and discretionary authority over the Plan and how the Plan is operated. HRASimple serves as Employer's agent only to process qualifying expense/reimbursement requests as provided under this Agreement.

1.16 External Review. To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719 apply to the Plan, HRASimple shall serve as a conduit for external review requests, meaning HRASimple will send appropriate information and cooperate fully with the external review organization conducting the review. Employer shall pay any cost, fee, or expense related to the review or request for review. If HRASimple pays any such charge, fee, or expense on behalf of Employer, Employer shall reimburse HRASimple promptly upon request.

ARTICLE 2 EMPLOYER RESPONSIBILITIES

2.1 Compliance with Laws. Although HRASimple serves as Employer's agent for services rendered pursuant to this Agreement, Employer remains responsible for compliance of the Plan itself with the Patient Protection and Affordable Care Act of 2010 (the "PPACA"), ERISA, the Health Insurance Portability and Accountability Act of

1996 ("HIPAA"), the Internal Revenue Code of 1986 (the "Code"), and any other law or regulation, domestic or foreign, as applicable.

Employer agrees to hold HRASimple harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney fees) that result from the failure or alleged failure of Employer, its officers, employees, and any other entity related to or performing services on behalf of Employer (other than HRASimple) to comply with PPACA, ERISA, HIPAA, the Code, Medicare Secondary Payer ("MSP") and any other law or regulation, domestic or foreign, as applicable, or the provisions of this Agreement.

2.2 Summary Plan Description. Employer shall be responsible for the distribution to its employees participating in the Plan a copy of the SPD and all required employee notices, including the required adoption or availability notices with respect to the Plan.

2.3 Plan Amendments. Employer shall notify HRASimple of any contemplated amendments to the Plan. Under no circumstances may Employer alter HRASimple's services or obligations under the Agreement through an amendment to the Plan without the prior written notice to and acceptance of HRASimple.

2.4 Plan Eligibility. Employer shall provide HRASimple a record of all eligible employees to participate in the Plan and notify HRASimple of any changes monthly. Employer shall also provide HRASimple with the demographic and related information that HRASimple may need to perform its services under this Agreement. Employer shall be solely responsible for determining which of its employees are eligible to participate in the respective plan, collect the required information from those employees, and inform HRASimple of such eligible employees. Employer shall be responsible for collecting and providing to HRASimple, in an electronic format, all reasonably required information to ensure compliance with the MSP rules and regulations.

2.5 Employer Assistance. Employer shall assist in the employees' enrollment in the Plan, cooperate with HRASimple regarding the proper settlement of claims, and transmit any inquiries about the Plan to HRASimple. Late notification of Plan eligibility or incorrect Plan eligibility provided by Employer to HRASimple may result in erroneous plan benefit payments, for which Employer shall be solely responsible. Employer shall also be responsible for collecting any such erroneous payments from the employee. If there are insufficient Employer funds available to restore the erroneous payments or if the requested reimbursement of funds would otherwise cause the Minimum Account Balance deposit to become insufficient, HRASimple may suspend services under this Agreement and request immediate restoration of funds from Employer.

2.6 Funds. Employer shall deposit funds in the Custodial Account to be used to pay benefits and expenses under the Plan as agreed to herein and in accordance with the Plan documents. Funds deposited in the Custodial Account shall consist solely of general assets of Employer. Employer has the sole responsibility and liability for the funding of all benefits under the Plan.

2.7 Contribution-Based Funding. Employer shall establish an initial deposit amount as set forth on Exhibit A that will adequately fund the reasonable needs of the Plan for the initial month in which the plan operates, to be deposited into the Custodial Account (the "Minimum Account Balance") from which disbursements can be made on Employer's behalf for payment of qualifying expenses. The Employer shall establish this deposit at least ten (10) business days before the plan's effective date. HRASimple will provide a monthly statement of expected contributions required for periods, and Employer will deposit such expected funds within two (2) business days via ACH transfer or wire transfer. For the avoidance, as set forth in Sections 1.13 and 7.1 of this Agreement, HRASimple does not insure or underwrite the liability of Employer to provide benefits under the Plan. HRASimple shall not be liable or

obligated to use its funds to pay benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in action against Employer, HRASimple, or the Plan.

2.8 Ownership of Account Assets. All funds from Employer deposited in the Custodial Account remain Employer's general assets. HRASimple shall be responsible for administering the funds in accordance with the terms of this Agreement. Funds are disbursed from the Custodial Account by HRASimple or any of its designees only for an allowable Plan expense as determined by Employer or a representative of Employer (including HRASimple) or as otherwise required by a court of competent jurisdiction.

2.9 Employer, Employee, and Plan Participant Fraud. Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by its employees, Plan participants, or any other third party (other than HRASimple). HRASimple will assist in pursuing or remedying such fraud using its standard procedures.

2.10 Plan Fiduciary.

(a) Except as provided in Section 1.6, Employer agrees that HRASimple is not a named fiduciary or a Plan fiduciary under the Plan as such terms are described under ERISA. HRASimple shall have no power or authority to waive, alter, breach, or modify the Plan's terms and conditions. HRASimple shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices, and procedures set forth in the Plan, this Agreement, and as otherwise agreed upon or directed by Employer.

(b) Except as provided in Section 1.6, HRASimple neither shall have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer funds. Employer agrees that the use of, offset, or recoupment of funds in the Custodial Account to pay undisputed fees or other undisputed amounts due to HRASimple pursuant to this Agreement constitutes Employer action that is authorized by Employer under this Agreement and agrees that such actions are not discretionary acts of HRASimple and do not create a fiduciary status for HRASimple.

(c) HRASimple agrees that it will perform services on the Plan's behalf as set forth in this Agreement, including any addenda to this Agreement. However, HRASimple will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan if such actions violate any applicable domestic law or regulation.

2.11 Employer Information and Instructions.

(a) HRASimple shall be fully protected in relying upon representations and communications made by or on behalf of Employer in effecting its obligations under this Agreement.

(b) HRASimple is entitled to rely on the most current information in its possession when providing services under this Agreement.

(c) HRASimple shall provide the services according to this Agreement based on information provided to HRASimple by Employer. For this purpose, the term "information" means all data, records, and other information supplied to HRASimple, obtained by HRASimple or produced by HRASimple (based on data, records, or additional information provided to or obtained by HRASimple) in connection with performing the services pursuant to this Agreement, regardless of the form of the information or how the information is provided to HRASimple.

(d) In engaging HRASimple to perform the services under this Agreement, Employer has authorized and instructed HRASimple to implement HRASimple's standard administrative forms and procedures.

(e) HRASimple is not responsible for any acts or omissions it makes in reliance upon the direction or consent of Employer or inaccurate, misleading or incomplete information from Employer or any third party.

(f) Employer is responsible for the integrity of data in the files. Therefore, complete and accurate information from Employer or a vendor on behalf of Employer is required for HRASimple to perform the services set forth herein.

(g) If Employer requires HRASimple to use the social security number in the employee identification number field, Employer agrees to hold HRASimple harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney fees) and expressly releases all claims against HRASimple in connection with said use HRASimple.

2.12 Plan Tax Obligations. The Plan and/or Employer on behalf of the Plan is responsible for any state, federal, or foreign tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or HRASimple relating to the Plan or the services provided by HRASimple pursuant to this Agreement, including those imposed pursuant to PPACA. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees. If HRASimple is required to pay any such tax, fee, assessment, surcharge, and/or penalty on behalf of Employer, HRASimple shall report the payment to Employer along with documentation of the payment, and Employer shall promptly reimburse HRASimple for the full amount or Employer's proportionate share of such amount. This reimbursement would be in addition to the fees described in Section 6.1. Employer is at all times responsible for the tax consequences of the establishment and operation of the Plan. Further, the parties agree that HRASimple does not provide any legal, tax, or accounting advice to the Plan and/or Employer. HRASimple is at all times responsible for all the taxes based upon its net income and its property ownership.

ARTICLE 3 CUSTODIAL ACCOUNT

3.1 Appointment and Acceptance of Custodian. By signing this Agreement, Employer appoints HRASimple as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and HRASimple accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account. HRASimple shall maintain one or more depository accounts ("Custodial Account") at Bank of OZK or such custodian as HRASimple may designate from time to time, and shall hold in such Custodial Account all funds initially received from Employer plus any additional funds that may be obtained from Employer for Custodial Account from time to time. HRASimple and Employer intend and agree that all funds received from Employer for deposit in the Custodial Account shall comprise and shall remain Employer's general assets.

3.3 Disbursements. HRASimple shall make payments or distributions from the Custodial Account according to the framework of policies, interpretations, rules, practices, and procedures established by HRASimple for this purpose and as set forth in the Plan as otherwise agreed upon or directed by Employer. HRASimple shall neither have nor shall be deemed to have any discretion, control, or other authority with respect to Employer funds' disposition.

3.4 Interest Earned. Employer acknowledges and understands that from time to time, HRASimple may receive earnings and interest on the funds held in the Custodial Account and that any such earnings or interest shall be part of HRASimple's compensation. Employer acknowledges and understands that fees otherwise charged by HRASimple for services under this Agreement would be greater if HRASimple did not retain such earnings and interest on these funds. The period during which interest may be earned begins when Employer funds are deposited

into the Custodial Account and continues for as long as Employer funds remain in the Custodial Account. Funds shall be disbursed on a first-in, first-out basis.

3.5 Maintenance of Records. Upon Employer's written request, HRASimple shall provide Employer with an accounting of all assets and transactions involving the Custodial Account in relation to Employer, including a description of all receipts, payments, or disbursements, and other transactions.

ARTICLE 4 CONFIDENTIAL BUSINESS INFORMATION

4.1 General Obligations. For purposes of this Article 4, "confidential business information" shall mean any information identified by either party as "confidential" and/or "proprietary," or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, employees, service methods, software, documentation, financial information, prices, and product plans. Neither HRASimple nor Employer shall disclose confidential business information of the other party. The receiving party shall use reasonable care to protect the confidential business information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential business information of like kind. The foregoing obligation shall not apply to any information that: (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (c) was known to the receiving party at the time of disclosure; (d) was generated independently by the receiving party; or (e) is required to be disclosed by law, subpoena or other processes.

HRASimple may disclose Employer's or the Plan's confidential business information to a governmental agency or other third parties to the extent necessary for HRASimple to perform its obligations under this Agreement or if Employer has given HRASimple written authorization to do so.

Although HRASimple may have confidential business information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

Each party agrees that its obligations in this Article 4 also apply to its parent, subsidiary, and affiliated companies, if any, and similarly bind all successors, employees, and representatives.

ARTICLE 5 TERM AND TERMINATION OF THE AGREEMENT

5.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter unless terminated pursuant to this Article 5.

5.2 Termination. Notwithstanding the foregoing, this Agreement may be terminated at any time during the Initial Term or any renewal term by Employer or by HRASimple without cause and without liability with written notice of the intention to terminate to be effective as of a date certain set forth in the written notice not fewer than sixty (60) days from the date of such notice.

All obligations of HRASimple relating to the payment of claims under the Plan will be terminated on the effective date of termination given in the written termination notice, regardless of when the claim for such benefit is incurred.

5.3 Automatic Termination. This Agreement shall automatically terminate:

(a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;

(b) If any fee for any service provided by HRASimple to Employer remains unpaid to HRASimple beyond ten (10) days past the due date upon written notification by HRASimple to Employer that HRASimple is exercising its option to enforce this provision; or

(c) If at any time Employer fails to provide funds for the payment of Plan benefits, upon written notification by HRASimple,

5.4 Default. If a party is in default under any provision of this Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used reasonable efforts to cure such breach or default within thirty (30) days after it receives such notice or if reasonable efforts to remedy have begun within thirty (30) days, but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate this Agreement as of any future date designated in the notice. HRASimple may suspend services under this Agreement, as applicable, until Employer restores the Minimum Account Balance.

5.5 Performance of Services Upon Termination. If this Agreement is terminated, HRASimple will cease the services' performance as of the termination date. If, however, the parties agree in writing that this Agreement shall continue while HRASimple performs services during a run-out period (and upon prepayment for such run-out period if requested by HRASimple), HRASimple will continue to process qualifying expense reimbursements and to provide general Plan administration and services for any claims that are received by HRASimple on or before the run-out period end date. The terms of this Agreement will remain in force and effect during any such run-out period.

Upon the termination of this Agreement, or any specified run-out period, HRASimple will cease the processing of any received claims, and Employer shall be immediately responsible for all aspects of its Plan, including the processing of all claims, annual reporting, and general plan administration. HRASimple shall return Employer any funds in the Custodial Account that have not been used for Plan benefit payments along with any unpaid or other pending payment requests and/or subsequent claims that are received after the end date of any specified run-out period. Such return shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of any undisputed unpaid fees and other expenses under this Agreement or any additional agreement between the parties. HRASimple shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements, or other amounts due to HRASimple as of the date of termination under the terms of this Agreement or any additional agreement between the parties.

ARTICLE 6 COST OF SERVICES

6.1 Plan Administrative Service Fees.

(a) Employer shall pay HRASimple a fee for its services rendered pursuant to this Agreement in accordance with the fee schedule attached hereto as Exhibit A. Fees are invoiced monthly and are due within thirty (30) days of the invoice date. If Employer disputes any portion of the fees invoiced in good faith, Employer shall provide HRASimple with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for ten (10) days following the Dispute Notice date.

(b) Where Broker Compensation is included in the fee structure, it will be a line-item specifying the Per Employee Per Month amount and included in the total amount due. HRASimple will make payment to the Broker; not the Employer. This is a pure pass through fee.

(c) Employer shall have thirty (30) days from the invoice's date to correct a participant count for credit or refund.

(d) On or after the rate expiration date indicated on the fee schedule, HRASimple reserves the right to amend the fee schedule with sixty (60) days' advance written notice. If Employer is unwilling to accept the changes to the fee schedule, Employer may terminate this Agreement by providing notice to HRASimple no later than the effective date of the fee schedule amendment.

(e) Notwithstanding the foregoing, HRASimple reserves the right to charge for the provision of additional services that were neither included in nor contemplated by this Agreement on the Effective Date; and increase fees based on additional costs imposed on HRASimple, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, domestic or foreign, actually incurred in performing its services. HRASimple shall provide Employer with reasonable prior written notice of such charges or increases.

6.2 Past Due Fees. Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if Employer fails to pay HRASimple, any amount (except for amounts subject to a good faith dispute) that is due as a result of the services provided by HRASimple to Employer under this Agreement or any other agreement between the parties, HRASimple shall be permitted to deduct the undisputed amount from any funds held by HRASimple that were received from Employer. This right of offset shall be in addition to any other remedies that HRASimple may have under this Agreement or any additional agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate this Agreement or right to recoupment, regardless of whether the past due amount is paid in full as a result of the offset or any recoupment rights provided herein.

6.3 Participant Count for Billing Purposes. HRASimple determines the participant count for billing purposes monthly. A participant is counted for billing purposes if the participant is an active employee, retiree, or COBRA beneficiary.

ARTICLE 7 GENERAL

7.1 Limitations of Liability. In no event shall either party be liable to the other for consequential, special, exemplary, punitive, indirect, or incidental damages, including, but not limited to, any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the party has been advised of the possibility of such damages. Further, in no event will HRASimple's liability for under this Agreement exceed the fees paid by the Employer for the services in the twelve months before the date on which the cause of action occurred. This is Employer's sole and exclusive remedy. No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

Further, as provided in Section 1.13, above, HRASimple does not insure or underwrite the liability of Employer to provide benefits under the Plan. HRASimple shall not be liable or obligated to use its funds to pay benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in action against Employer, HRASimple, or the Plan.

HRASimple and Employer expressly agree that the limitations of liability in this Section 7.1 represent an agreed allocation of this Agreement's risks between the parties. This allocation is reflected in the pricing offered by HRASimple to Employer and is an essential element of the bargain's basis between the parties.

7.2 Indemnification.

(a) Subject to the limitations in Section 7.1, HRASimple will indemnify, defend and hold harmless Employer (and its respective officers, directors, employees, representatives, successors, and permitted assigns) from and against all liability, damages, costs, losses, penalties, expenses and reasonable attorney fees (collectively, "Losses") incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party to the extent arising out of HRASimple's (i) fraudulent or criminal actions or omissions, (ii) gross negligence or willful misconduct, or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

(b) Employer will indemnify, defend and hold harmless HRASimple (and its respective officers, directors, employees, representatives, successors, and permitted assigns) from and against all liability, damages, costs, losses, penalties, expenses, and reasonable attorney fees (collectively, "Losses") incurred by HRASimple in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of Employer's (i) fraudulent or criminal actions or omissions, (ii) gross negligence or willful misconduct, or (iii) a material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

(c) The party seeking indemnification under Sections 7.2(a) or 7.2(b) above must notify the indemnifying party within thirty (30) days in writing of any actual or threatened claim, demand, action, suit, or proceeding to which it claims such indemnification applies. Failure to notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification unless the indemnifying party's actions have been materially prejudiced by the other party's failure to provide notice within the required time.

(d) The indemnifying party may (but is not required to) take steps to be joined as a party to any proceeding in which indemnification has been claimed. The party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to Losses to which this Section 7.2 applies and in doing so shall have the right to control the defense and settlement with respect to such claims to the extent that the defense and settlement related to the payment of monetary compensation. The party seeking indemnification may assume responsibility for the direction of its defense at any time, in whole or in part, in which case the costs and expenses, including reasonable attorneys' fees, of the defense, shall become Losses subject to indemnification under this Section 7.2 by the indemnifying party. The party seeking indemnification may assume at any time, in whole or in part, the right to settle or compromise any Losses against it with the reasonable consent of the indemnifying party, and such settlement or compromise that relates to monetary compensation shall become Losses subject to indemnification under this Section 7.2 by the indemnifying party.

7.3 Plan Benefits Litigation.

(a) Against HRASimple. If demand is asserted or a Plan participant or beneficiary commences litigation or an administrative proceeding, an employee of Employer, or a federal or state agency against HRASimple, or against the Employer, the Plan Administrator and/or the Plan and HRASimple jointly, related to the services provided by HRASimple or benefits provided under the Plan, including the administration, processing or determination of a claim for Plan benefits ("Plan Benefits Litigation"), HRASimple shall select and retain counsel to represent HRASimple's interest. In actions asserted against Employer and/or the Plan Administrator and HRASimple, and

provided no conflict of interest arises between the parties, as shall reasonably be determined by HRASimple, HRASimple agrees to joint defense counsel. Employer shall pay or cause to be paid all reasonable attorneys' fees and costs incurred by HRASimple in defense of the Plan Benefits Litigation. The failure to provide notice of Plan Benefits Litigation does not relieve Employer of the obligation to pay or cause to be paid HRASimple's attorneys' fees and costs. HRASimple and Employer and/or the Plan Administrator shall cooperate fully with each other to defend the Plan Benefits Litigation.

(b) Against Employer. If Plan Benefits Litigation is commenced against Employer, the Plan Administrator, and/or the Plan, but to which HRASimple is not a party, Employer and/or the Plan Administrator shall select and retain counsel and be responsible for all reasonable attorney fees and costs in connection with Plan Benefits Litigation. HRASimple shall provide practical cooperation in defense of Plan Benefits Litigation arising out of matters relating to this Agreement, but shall retain the right to select and retain counsel to represent HRASimple's interests, and reasonable attorney fees and costs incurred by HRASimple in defense of the Plan Benefits Litigation shall be paid or reimbursed by Employer.

(c) Plan Benefits. Notwithstanding any provision in this Agreement to the contrary, Employer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation. Furthermore, to the extent that a party exercises its rights with respect to Plan Benefits Litigation pursuant to this Section 7.3, there is no requirement to proceed pursuant to Section 7.2.

ARTICLE 8 MISCELLANEOUS

8.1 Number. Where the context of this Agreement requires, the singular shall include the plural and vice versa.

8.2 Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be responsible or liable if the performance of its obligations hereunder is hindered or adversely affected or becomes impossible or impracticable, as a result of an event or effect that the party could not have anticipated or controlled or for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, lockouts, strikes, work stoppages or other labor disruption, accidents, epidemics, pandemics, quarantines, war (whether declared or undeclared), acts of war or terrorism (whether foreign or domestic in origin), insurrection, sabotage, riot, a decree of health emergency, national emergencies or other man-made emergency, civil or military disturbances including any law, regulation, order or other action by any governmental authority, nuclear or natural disasters or acts of God, interruptions, loss or malfunctions of utility, transportation, communications or computer (software and hardware) services, including the disruption or outage of the Internet, or disruption of financial markets or banking functions (a "Force Majeure Event").

A party to this Agreement affected by such a Force Majeure Event shall as soon as reasonably practicable after the occurrence of the Force Majeure Event or the occurrence of harm resulting from such a Force Majeure Event that causes the party to be unable to perform: (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remedy any inability to perform due to such a Force Majeure Event.

8.3 Waiver. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.4 Severability. If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.5 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties, except as otherwise provided, shall be determined in accordance with the laws of the State of Georgia. In the event of any conflict of laws, the laws of the State of Georgia shall prevail.

8.6 Waiver of Jury Trial. Each of the parties hereto irrevocably waives all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, provided, however, that for judicial economy purposes, if a party desires to implead or otherwise add the other party to a third party claim and such third party claim is already a jury trial, the foregoing waiver of jury trial shall not apply. It shall also not apply in any criminal case without the written consent of the defendant.

8.7 Notice. Any notice required or permitted to be given under this Agreement shall be deemed delivered to the address set forth in this Agreement or such other physical or electronic address as specified by the party: (a) when received if delivered by hand; (b) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (c) three (3) days after deposit in the US mail for delivery, postage prepaid, or (d) when received if delivered electronically.

If notice is made to HRASimple:

Health One Alliance, LLC d/b/a HRASimple
Attn: Mark Mixer, CEO
201 W Waugh Street
Dalton, GA 30720
Email: MMixer@AlliantPlans.com

If notice is made to Employer:

ER NAME: _City of Dalton, Georgia_____
ATTN: _Greg Batts_____
ADDRESS: _300 W. Waugh St.
CITY, STATE/ZIP: _Dalton, GA 30720_____

Email: ____gbatts@daltonga.gov_____

8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and consented to by authorized representatives of both parties. This Agreement's provisions shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, permitted assigns, and successors in interest. Nothing express or implied in this Agreement is intended to confer. Nothing herein shall confer upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

8.9 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other unless in connection with a change in control, merger, acquisition, or sale of all or substantially all of the party's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified the other

party in writing within thirty (30) days following the date of the assignment. If consent is required, the parties shall not unreasonably withhold consent.

8.10 Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

8.11 Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of a partner or joint venture or any association for profit between Employer and HRASimple.

8.12 Successors and Assigns. In the event of HRASimple's resignation or inability to serve, Employer may appoint a successor. In such situations, the replacement of HRASimple shall be considered a termination of this Agreement, and the termination provisions of Article 5 shall remain effective and controlling.

8.13 Authority. Neither HRASimple nor Employer shall be obliged to determine the other party's authority to act pursuant to this Agreement when dealing with the other party in relation to the Plan.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Administrative Services Agreement as effective as the date first written above.

EMPLOYER:

By: _____
Title: _____
Date: _____

HEALTH ONE ALLIANCE, LLC D/B/A HRASIMPLE:

By: _____
Title: _____
Date: _____

EXHIBIT A

Fee Schedule

Implementation Fee:

\$5,000

This is a one-time fee, due upon initial execution of the agreement.

Monthly Service Fee:

\$30 Per Retiree, Per Month

(Employee count is based on those not waiving access to the ICHRA funding)

Does the Monthly Service Fee include a Broker Fee?:

X No, there is no fee being paid to a Broker.

_____ Yes, there is a \$ _____ Per Employee, Per Month fee included in the Monthly Service that is pass-through compensation to the Broker.

~~Initial Minimum Account Balance:~~

~~Employer Funding: _____ \$~~

~~Payroll Deduction advances: _____ \$~~

~~**TOTAL:** _____ \$~~

The amount due will be dependent upon those fulfilling the eligibility requirements of the Retiree HRA. HRASimple will calculate an estimated amount and bill the Employer prior to the 1st day of the effective date. Monthly reconciliation will occur each following month.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 15, 2021

Agenda Item: Appointment of Elected Official to Defined Contribution Committee

Department: HR

Requested By: Greg Batts

Reviewed/Approved by City Attorney? No – Not Needed

Cost: None

Funding Source if Not in Budget

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

The newly formed Defined Contribution Committee requires that an elected official be appointed to the Committee for a 1 year term.
--



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-15-21

Agenda Item: Budget Amendment #4

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** N/A

Cost: \$13,000

**Funding Source if Not
in Budget** Fund Balance

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

Budget amendment #4 to record insurance reimbursement for wrecked fire department vehicle, porta-toilet at Convention Center for Regeneron treatment event, and FY 21-22 CDBG annual entitlement allocation.

2021 Budget Amendment**Budget Amendment #4****GENERAL FUND**

	Increase (Decrease)	
Revenues & Transfers-In		
Reimbursements damaged property	\$ 14,410	(1)
	<u>\$ 14,410</u>	
Expenditures & Transfers-out		
Fire - Equipment Maintenance & Repair	\$ 14,410	(1)
Other agency funding - DDDA	13,000	(2)
	<u>\$ 27,410</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (13,000)</u></u>	

(1) Insurance reimbursement for damages incurred to fire department vehicle

(2) Porta-toilet rentals for Regeneron event at Convention Center

CDBG Fund

	(Decrease)	
Revenues & Transfers-In		
Federal Funds	\$ 402,300	(1)
	<u>\$ 402,300</u>	
Expenditures & Transfers-out		
Public Facility	\$ 263,340	(1)
Public Service	58,500	(1)
Administration	80,460	(1)
	<u>\$ 402,300</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) Annual entitlement funding for 7/01/21 - 6/30/22

PAYMENT SUMMARY RECEIPT

The City of Dalton
P.O. Box 1205
Dalton GA 30722-1205

DATE: 08/30/21 CUSTOMER#:
TIME: 09:03:04
CLERK: 628jchav

RECPT#:	189041	PREV BAL:	14408.35
TP/YR:	P/2021	AMT PAID:	14408.35
BILL:	189041	ADJSTMNT:	.00
EFF DT:	08/30/21	BAL DUE:	.00

Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID:	14408.35
INTEREST PAID:	.00
ADJUSTMENTS:	.00
DISC TAKEN:	.00

AMT TENDERED:	14408.35
AMT APPLIED:	14408.35
CHANGE:	.00

PAID BY: SEDGWICK CLAIMS MANA
PAYMENT METH: CHECK
PAYMENT REF: 125352324

TOT PREV BAL DUE:	14408.35
TOT BAL DUE NOW :	.00

CITY ADMINISTRATOR
ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov



MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN

MEMORANDUM

TO: Cindy Jackson
FROM: Kim Witherow
CC: Andrew Parker
RE: FY-2021 Budget Amendment
DATE: October 18, 2021

Administration submits the following budget amendment request for extending the rental of the porta potties at the Convention Center for the Regeneron site.

<u>Line Item</u>	<u>Change</u>
<i>Payments to Other Agencies</i>	
COVID DDDA 142500-000950	+13,000

FY2021 CDBG Applications - Summary
City of Dalton Program Office

Applicant	Project Type	Project Description	Number LMI Served	Total Amount of Request	% Program Funding	Avg. Score	Recommended Funding
Northwest Georgia Family Crisis	Public Service-LMC	Partially fund a Community Latino Specialist for domestic violence	1,805	\$17,500	51%	96	\$17,500
Friendship House	Public Service-LMC	Fund 4 tuitions for 2 year old class room	24	\$28,696	13%	87	\$0
Latin America Association	Public Service-LMC	Serve primarily Latino residents at risk of being homeless	150	\$50,000	5%	98	\$21,000
Boys & Girls Club	Public Service-LMC	Scholarships for LMI Teen Program	40	\$50,000	100%	91	\$20,000
Dalton Housing Authority	Public Facility-LMH	Replace HVAC's Phase 5 - Beechland Property	93	\$200,000	50%	100	\$160,000
City of Refuge	Public Facility-LMC	Roof Replacement	4,000	\$350,000	59%	92	\$103,338
City of Dalton	Administration	Program Administration	N/A	\$79,291	100%	NA	\$80,460
TOTAL				\$775,487			\$402,298

Has \$16,668 in 2020 and \$61 in 2019

20% max	Administration	Awarded
15% max	Public Service	
	Public Facilities	
	\$	\$
	\$ 80,460	\$ 80,460
	\$58,500	\$58,500
	\$263,338	\$263,338
	\$	\$
	\$ 402,298	\$ 402,298



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/15/21

Agenda Item: Traffic Control Change - Additional No Parking on Spencer Street

Department: Public Works

Requested By:

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@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

ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: Two-Lane Residential No Parking in Southbound Lane

Location: Spencer Street

Comments: The purpose of the traffic control change is to implement 300 linear feet of no parking on Spencer Street for both lanes of travel, and in both directions from the point of vertical inflection located adjacent to 107 Spencer Street residence. The Traffic Enforcement Unit had received traffic complaints, and also observed parking issues within this portion of Spencer Street. Vehicular traffic is forced to encroach into oncoming traffic where limited sight distance is available due to the algebraic difference in grade of the vertical crest in the road. The section of Spencer Street described above is not conducive for safe passing according to AASHTO geometric design standards. If the Traffic Control Change is approved, the Public Works department will install the required signage.

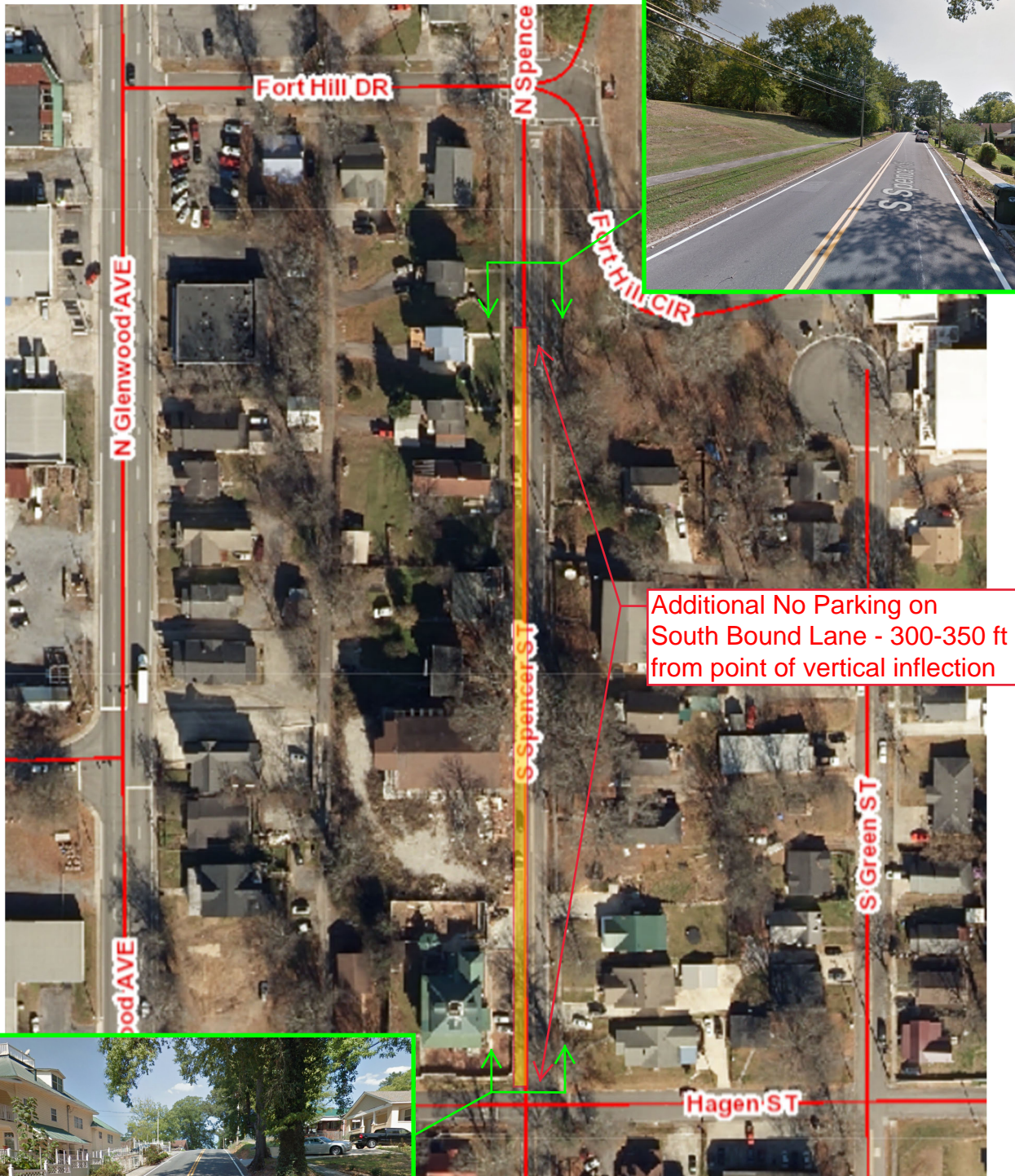
Date of Approval: _____

Mayor's Signature: _____

11/15/2021

Spencer Street Traffic Control Change

Additional No Parking in the South Bound Lane





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/15/21

Agenda Item: Traffic Control Change - No Parking on Portion of Castle Road

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@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
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: Two-Lane Residential No Parking on Both Sides

Location: Castle Road

Comments: The purpose of the traffic control change is to implement 275 linear feet of no parking on Castle Road for both lanes of travel, and in both directions from the point of vertical inflection located adjacent to the 380 Castle Road residential driveway. The Traffic Enforcement Unit had received traffic complaints, and also observed parking issues within this portion of Castle Road. Vehicular traffic is forced to encroach into oncoming traffic where limited sight distance is available due to the algebraic difference in grade of the vertical crest in the road. The section of Castle Road described above is not conducive for safe passing according to AASHTO geometric design standards. If the Traffic Control Change is approved, the Public Works department will install the required signage.

Date of Approval: _____

Mayor's Signature: _____

11/15/2021

Traffic Control Change

No Parking on Castle Road





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/15/2021

Agenda Item: Traffic Control Change - One-Way West Bound Entering on Ashworth Drive, and Exiting South Bound Off Dude Street

Department: Public Works

Requested By: Jackson Sheppard

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

See attached Traffic Control Change and Location Map

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@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
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: One-Way Street

Location: Ashworth Drive and Dude Street

Comments: The purpose of this Traffic Control Change is to convert a section of Ashworth Drive and Dude Street from N. Hamilton Street to W. Park Street to a one-way street. The Traffic Division has received complaints from residents regarding several incidents involving cars traveling in opposite directions not having enough room for both vehicles to pass by each other. This section of the street is not wide enough for the recommended lane widths for both directions. MUTCD recommends the minimum lane width of 9 feet in low volume areas. This section of street has areas as narrow as 12 feet for both lanes of travel. The Traffic Division recommends that this section of street be converted to one-way westbound, enter at N. Hamilton Street and exit at W Park Street. If the Traffic Control Change is approved, the Public Works department will install signage.

Date of Approval: _____

Mayor's Signature: _____

Dude Street & Ashworth Drive Traffic Control Change Overview





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/15/2021
Agenda Item: Ordinance 21-20 Cuyler Street
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

First Reading - Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

ORDINANCE 21-20

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Cuyler Street, To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of Cuyler Street For Public Transportation Use; To Declare The Closing Of Such Section Of Cuyler Street, To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes

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

Upon investigation and inquiry, the Mayor and Council find that the below described section of Cuyler Street in the City of Dalton, Whitfield County, Georgia, as shown on the official SAP Map of the City of Dalton and pertaining to property in Land Lot No. 219 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit "B" attached hereto and incorporated herein by reference for a description of said section of Cuyler Street.

Section 2

Notifications to property owners located on the property described above to be closed has been given and acknowledged by the adjoining property owner who has consented thereto and who has petitioned for its Closure.

Section 3

The section of Cuyler Street to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street or road purposes shall cease upon the effective date of this Ordinance except that the City of Dalton reserves any portion thereof where it maintains an easement for natural gas, water, and sewer lines through the operations of Dalton Utilities.

Section 4

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to the contiguous owner and its successors and assigns.

Section 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2021

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.

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 _____.

CITY CLERK
CITY OF DALTON

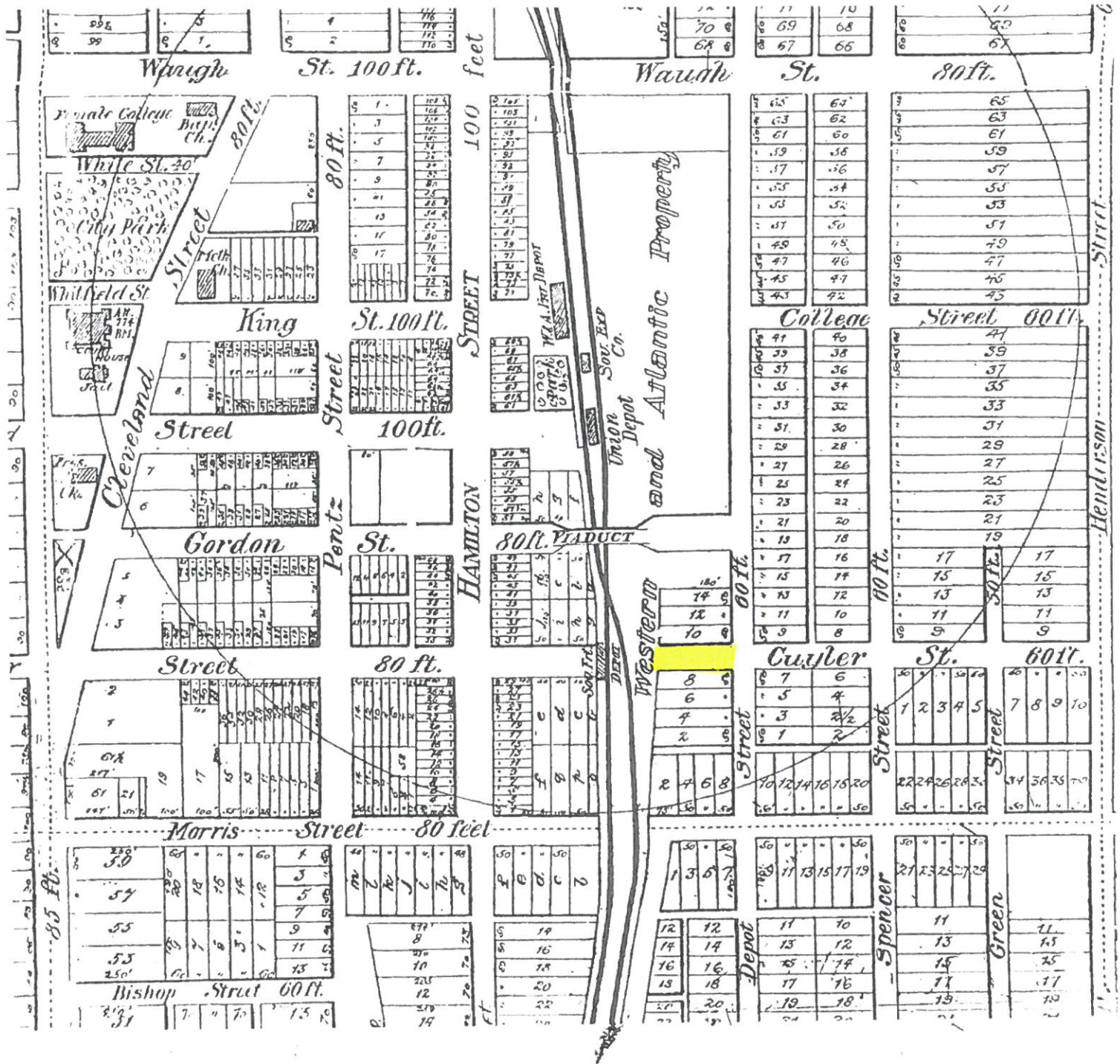


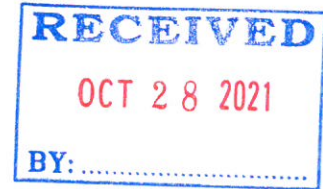
EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot No. 219 of the 12th District and 3rd Section of Whitfield County, Georgia and more particularly described as:

That strip of land being sixty (60) feet in width designated on the official SAP Map of the City of Dalton as a section of unopened Cuyler Street lying easterly of the Western and Atlantic Property and extending easterly between Lots 8 and 10 to Depot Street (now known as Glenwood Avenue) as shown on said Map.



THE MINOR FIRM
Minor Firm. Major Results.



October 27, 2021

VIA HAND DELIVERY

Honorable Andrew Parker
City Administrator
City Hall
300 W. Waugh Street
Dalton, GA 30720

Re: Closing Portion of Cuyler Street

Dear Andrew:

Pursuant to our recent telephone conversation, you will find the enclosed original Petition to close the portion of Cuyler Street as described in the attached Petition and as shown on the attached map of the old official SAP Map of the City of Dalton.

Please review this document and if the same appears to be in order, please schedule the same for a first and second reading before the Mayor and Counsel.

If you have any questions regarding the document, please do not hesitate to let me know.

Yours truly,

The Minor Firm, LLC

J. Tom Minor, IV

JTM;mw

Enclosures

PETITION TO CLOSE ROAD

Comes now, Oakwood Property Group, LLC as Petitioner, and requests that the Mayor and Council of the City of Dalton, Georgia declare that the portion of Cuyler Street described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting both sides of said public road which is requested to be closed.

2. The road which Petitioner request the Mayor and Council of the City of Dalton, Georgia to declare abandoned has been abandoned as long as records exist, and has never been a portion of City of Dalton road system, nor never been expressly dedicated to the City of Dalton. The road which Petitioner requests the Mayor and Council of City of Dalton to declare abandoned has never been maintained by the City of Dalton.

3. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

4. The Mayor and Council of the City of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

5. No part of said road which Petitioner requests to be closed is located within any municipality nor is said road a part of the State Highway System.

6. Petitioner shows that the aforesaid road and the general location of said road is shown in yellow by the sketch attached hereto and marked as Exhibit "A", for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the Mayor and Council of the City of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 24th day of October, 2021.



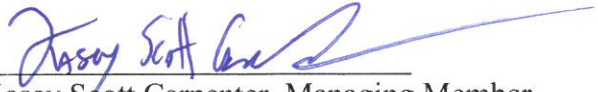
J. Tom Minor, IV as Attorney for Petitioner

Georgia, Whitfield County

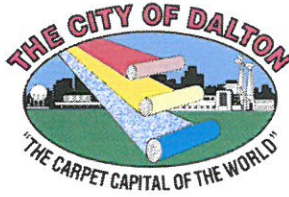
The undersigned, being the person owning or having any interest in the lands through which and Cuyler Street passes, as set forth in a Notice or Hearing pending before the Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Petition of Oakwood Property Group, LLC, and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 26th day of October, 2021.

Oakwood Property Group, LLC

By: 
Kasey Scott Carpenter, Managing Member

CITY ADMINISTRATOR
P. ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov




MAYOR
DAVID PENNINGTON

CITY COUNCIL
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN

MEMORANDUM

TO: Benny Dunn, Public Works Director
Cliff Cason, Police Chief
Todd Pangle, Fire Chief
Terry Miller, City Attorney
Tom Bundros, Dalton Utilities

CC: Andrew Parker, City Administrator

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler Street

DATE: October 29, 2021

Enclosed for your consideration is a street closing/quit claim request from Kasey Carpenter, Oakwood Property Group, LLC for a portion of Cuyler Street, lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia and now running through the lands of Oakwood Property Group as shown on the old official SAP Map of the City of Dalton. Please review the documents and return written comments stating approval/disapproval to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning November 5, 2021. A first reading on the closing request will be held at the November 15, 2021 Mayor and Council meeting followed by a second reading on December 6, 2021. Thank you for your assistance in this process and please email or call me should you have any questions.



October 29, 2021

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

**RE: Street Closing/Quit Claim Request
Cuyler Street – Oakwood Property Group**

Dear Mayor Pennington:

As requested in your October 29, 2021, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of Cuyler Street. The following paragraph will detail our response and contingent approval of the closure.

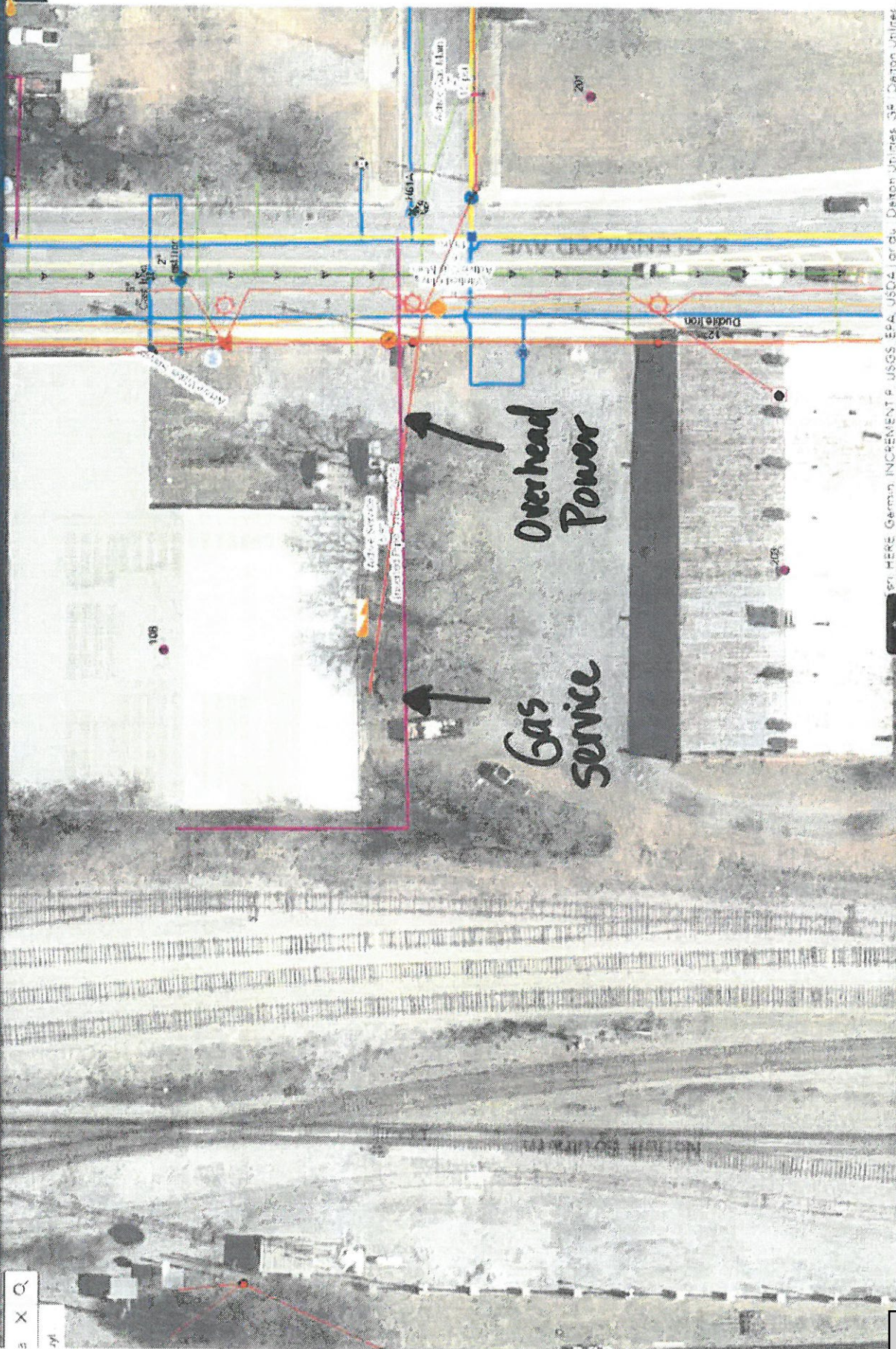
Dalton Utilities currently maintains an overhead electrical service line and an underground natural gas service line in the section of un-opened road right-of-way. If the customer wishes to keep and utilize these services, then these utility lines need to remain in place in order to maintain the level of service currently provided to this location. As such, a permanent utility easement for those utility services would need to be retained in order to service and replace those utility lines into the future. If the building owner no longer desires to keep these utility services, then Dalton Utilities can permanently abandon those lines upon receipt of written request from the property owner.

Our approval of the road closure is contingent upon the retention of a permanent easement as noted previously unless the property owner desires permanent abandonment of those utility lines. 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,

Mark Buckner

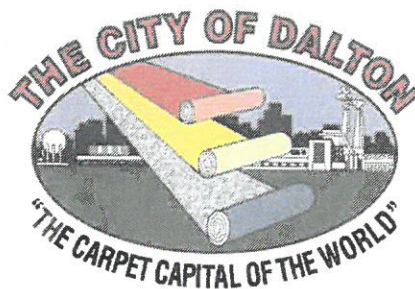
- ☒ Electric Sy
- ☒ Electric Sy
- ☒ Gas Syste
- ☒ Gas Syste
- ☒ Sewer Sys
- ☒ Water Sys
- ☒ LAC Sytem
- ☒ Storm Sew
- ☒ Cables
- ☒ Backgrou
- ☒ FG Sackg
- ☒ Aerial W
- ☒ Aerial M
- ☒ Aerial Ca



**PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR**

bdunn@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

ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

MEMORANDUM

To: Kimberley Witherow
Cc: Andrew Parker, City Administrator
From: Benny Dunn, Interim Public Works Director
Re: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler Street
Date: October 29, 2021

Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Cuyler Street as shown on the map in the Petition Request.

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield

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

Date: November 5, 2021
To: Chief Cliff Cason
From: Lieutenant Matthew Locke
RE: Quit Claim Request

Chief Cason,

I have reviewed the Quit Claim Request for the property located within Land Lot # 219 in the 12th District and 3rd Section of Whitfield County, running through the lands of Oakwood Property Group. The decision to keep or abandon any interests the City may have with this property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Locke".

Lieutenant Matthew Locke

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
Terry Mathis
Anthony Walker
Bill Weaver
Truman Whitfield

November 10, 2021

David Pennington, III
Mayor, City of Dalton

Re: Street Closing/Quit Claim Request
Oakwood Property Group, LLC – Cuyler St.

Greetings,

We have reviewed this request and find no adverse effects caused by granting this request.
Please let me know if there are any further needs from the fire department pertaining to this request.

Thank you,


Todd Pangle
Fire Chief
Dalton Fire Department



STREET CLOSING NOTICE

HEARING FOR THIS PROPERTY CUYLER ST

WILL BE HELD AT CITY HALL

300 W WAUGH ST

DATE 11-15-21 & 12-6-21 TIME 6:00 p.m.

706-278-7077

CITY OF DALTON