



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 15, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

- [1.](#) Mayor and Council Public Meeting Minutes of May 1, 2023
- [2.](#) Mayor and Council Regular Meeting Minutes of May 1, 2023

New Business:

- [3.](#) School Resource Officer Contract with Dalton Public Schools
- [4.](#) Georgia Classic Main Street Program MOU for 2023-2024
- [5.](#) Professional Services Agreement with American Consultant Engineers, LLC for Dalton Mill Line Pathway Location Study
- [6.](#) Memorandum of Agreement - The Carpentry, LLC
- [7.](#) First Amendment to Development Agreement for The Carpentry, LLC
- [8.](#) FY-2023 Budget Amendment #3
- [9.](#) Spectra Contract Renewal for Floor Maintenance at City Hall
- [10.](#) First Amendment to NWGA Paving Contract for Apron Rehabilitation Phase II at Dalton Municipal Airport
- [11.](#) Contract with Georgia Department of Transportation to Receive \$2,225,000 in State Grant Assistance for Hangar Development at Dalton Municipal Airport
- [12.](#) Appointment of Jason James as Court Administrator for Dalton Municipal Court

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL - PUBLIC MEETING
CITY HALL
MAY 1, 2023

The Mayor and Council held a Public Meeting to discuss a draft of the updated Charter for the City of Dalton this afternoon beginning at 5:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker, and several department heads.

DRAFT CHARTER REVIEW

City Administrator Andrew Parker presented a PowerPoint presentation outlining “Charter 101”, Items Typically Addressed in a City Charter, Dalton’s Charter History, Today’s City Charter, Reasons for Updating the Charter, Dalton Charter for the Future, Noteworthy Proposed Changes, and Next Steps.

After the presentation there were no questions from audience members. A copy of this presentation is a part of these minutes.

ADJOURNMENT

The Public Meeting adjourned at 5:34 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 1, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Annalee Sams, Dennis Mock, Tyree Goodlett and Steve Farrow and City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the agenda with the following additions:

- Arcadis Professional Services Task Order
- Lease Agreement between the Dalton Convention Center and Municipal Court

The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of April 17, 2023. On the motion of Council member Sams, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION

Mayor Pennington presented Katherine Sellers with a proclamation observing “Historic Preservation Month” - May 2023. Mayor Pennington stated that we recognize our local Dalton Historic Preservation Commission for their dedicated efforts so that historic resources in our city can be preserved for future generations.

SPECIAL RECOGNITIONS

The following were presented with Historic Preservation Commission Outstanding Preservation Projects plaque for 2022:

- Caleb Carnes for 200 N. Hamilton Street
- Michelle Little and Kayla Dziuba for 202 S. Hamilton Street

ORDINANCE 23-07 – SECOND READING – ORDINANCE 54-67 “RIDING ON APPARATUS”

On the motion of Council member Farrow, second Council member Sams, the Mayor and Council adopted Ordinance 23-07 to Repeal Ordinance 54-67 “Riding on apparatus” Of The City Of Dalton; To Establish An Effective Date; And For Other Purposes. The vote was unanimous in favor.

ORDINANCE 23-08 – REZONING – MARTY LANE PRATT

The Mayor and Council reviewed Ordinance 23-08 a request from Marty Lane Pratt to rezone from Medium-Density Single-Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25-acre located at 1425 Joan Street. Parcels (12-240-04-036). Ethan Calhoun, Community Development Officer of Whitfield County, stated there are two conditions to the rezoning which are (1) each unit must be 1000 square feet and (2) a manufactured home cannot occupy this lot. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the request. The vote was unanimous in favor.

ORDINANCE 23-09 – REZONING - CHARLES & BERNITA COFIELD

The Mayor and Council reviewed Ordinance 23-09 regarding a request from Charles & Bernita Cofield to rezone from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 2.82-acres located at 618 Veterans Drive. Parcel (12-202-12-007). On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the request. The vote was unanimous in favor.

RESOLUTION 23-10 - ADOPTION AND APPROVAL OF THE 2023-2024 CDBG PROGRAM ANNUAL ACTION PLAN

CFO Cindy Jackson presented Resolution 23-10 Authorizing the Adoption and Approval of the 2023-2024 CDBG Program Annual Action Plan. Jackson stated the City of Dalton is required to prepare an Annual Action Plan serving as the City’s concise summary of the actions, activities, and specific federal and non-federal resources that will be used for the current funding year to address the specific goals identified in the City’s 5-year Consolidated Plan. On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the Resolution. The vote was unanimous in favor.

MOU BETWEEN DALTON PARKS AND RECREATION DEPARTMENT WITH GEORGIA RECREATION AND PARKS ASSOCIATION

Will Chapel from Dalton Parks and Recreation Department presented the MOU between Dalton Parks and Recreation Department with Georgia Recreation and Parks Association to receive funding through the BOOST Program. Chapel stated the Recreation Department applied for the Boost Grant with plans to reduce barriers to participation through scholarship opportunities and to enhance learning opportunities throughout the summer. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the MOU. The vote was unanimous in favor.

ARCADIS PROFESSIONAL SERVICES TASK ORDER 009

City Administrator Andrew Parker presented Arcadis Professional Services Task Order 009 in the amount of \$28,974.00 to develop concepts for the memorial space for Temple Beth El site. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Task Order. The vote was unanimous in favor. A copy of the complete Project and Scope of Work is attached.

LEASE AGREEMENT BETWEEN THE DALTON CONVENTION CENTER AND MUNICIPAL COURT

Municipal Court Judge Rob Cowan presented the Lease Agreement between the Dalton Convention Center and Municipal Court thru the end of 2023. A copy of this Agreement is a part of these minutes that include the dates, times and payments to be made to the Convention Center. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the Lease Agreement. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:22 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 15, 2023

Agenda Item: School Resource Officer Contract with Dalton Public Schools

Department: Police

Requested By: Assistant Chief Crossen

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget

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

Renewal of the contract between Dalton Public Schools and the City of Dalton for School Resource Officers

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of
Education For
The School Resource Officer
Program**

This Agreement made and entered into this ____ day of _____, 2023 by and between THE CITY OF DALTON, GEORGIA (the “City”) and THE DALTON BOARD OF EDUCATION (the “Board”) pursuant to O.C.G.A. §20-2-1183.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the role of law enforcement in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide seven (7) School Resource Officers (“SROs” or “SRO,”) one of which is to be an SRO Sergeant, to Dalton Public Schools, as resources are available. These officers shall primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs’ chain of command shall be the Department’s supervisory system on all law enforcement matters. The Department shall retain the responsibility for hiring, training, assigning, disciplining, and dismissing SRO personnel, as required. For non-law enforcement issues, SROs shall work with their assigned school principal and the Dalton Public School System Safety and Transportation Coordinator for the school system, but the SROs’ supervisor shall be the supervisor assigned to the SROs by the Department (the “SRO Supervisor”).
3. In the event an SRO is absent from work, the SRO shall notify the SRO Supervisor and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs shall be assigned as follows: One officer will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School, one officer will be assigned to serve Hammond Creek Middle School, and one officer will be assigned to serve The Dalton Academy. Two officers will be assigned to serve the elementary schools. The SRO Sergeant will serve as a floater for all city schools and will respond to assist SROs, as needed. The SROs shall coordinate schedules with their school principals, the Safety and Transportation Coordinator, and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to the start of school and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs shall notify their school principals and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for coaching duties, after school programs, athletic events, or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school, unless authorized otherwise by the SRO Supervisor.

C. DUTIES OF THE SCHOOL RESOURCE OFFICERS

1. The SROs may assist their principals and the Safety and Transportation Coordinator in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. Principals and the Safety and Transportation Coordinator shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SROs may advise school officials in declaring an emergency or lockdown situation. Principals and the Safety and Transportation Coordinator shall have ultimate responsibility for declaring an emergency or lockdown situation, pursuant to Board policy.
2. The SROs may present programs on various topics to students and faculty. Subjects may include, but are not limited to, a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents, and faculty, upon request by school officials.
5. Upon the request of a school principal or the Safety and Transportation Coordinator, the SROs shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.

6. Upon request of a school principal or the Safety and Transportation Coordinator, the SROs shall conduct investigations of crimes, which occur at their assigned schools, and use other resources, if needed, for follow-up investigations. When requested by the Safety and Transportation Coordinator, SROs may conduct investigations at other sites, with the approval of the Department.
7. After a principal has conducted a search, locates contraband, and requests assistance, the SROs shall follow the Board's policy for the confiscation of any items or substances that, while not illegal, are not allowed on school property. The SROs shall follow the Department's policy for the seizure of any illegal items, drugs, or substances from students on school property.
8. The SROs shall follow the guidelines of state law, Board policy, and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. School principals may limit access to areas of buildings and grounds, if good reasons exist.
10. Upon the request of a school principal or the Safety and Transportation Coordinator, the SROs may observe any questioning by school staff of students suspected of violating Board policy and/or local or state law.
11. The SROs shall execute an acknowledgment form, prepared by the Board, of SROs' responsibilities for safeguarding student information under FERPA.
12. The SROs shall enforce criminal law and protect students, staff, and the public against criminal activity. The SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct, or school rules that are not violations of criminal law.
13. The SROs shall routinely submit an activity report to school principals and the SRO Supervisor. Said report shall include a description of the activities engaged in by the SROs, number of student-related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principals and the SRO Supervisor.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs (including the SRO Supervisor), an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the Department with a written assessment of the assigned SRO's performance in May and December during the term. The metrics for

assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.

3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:
 - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and internet access, as well as limited access to the Board's Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall cooperate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his/her duties, as set forth herein.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICERS

1. The Department shall supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that a particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and the Safety and Transportation Coordinator, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs, in accordance with the Department's rules, regulations, and general orders.

F. TERM

1. The City and the Board expressly agree that they have previously executed an Agreement Between the City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated June 13, 2022. This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2023 and expire on July 1, 2024 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.
2. In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within five (5) business days of such request, the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of

the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term, unless sooner terminated, as provided herein.

G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: _____

Attest: _____

Title: _____

Secretary

THE CITY OF DALTON, GEORGIA

By: _____

Attest: _____

Title: Mayor, City of Dalton

City Clerk

Exhibit “A”

Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with seven (7) SROs, one of which is a SRO Supervisor.

Salaries	\$429,083.20
FICA/Medicare	\$32,824.86
Empower Retirement	\$42,908.32
POAB	\$2,100.00
Workers' Comp Insurance	\$6,337.10
Hosp. Insurance	\$87,780.00
Life & Disability Ins	\$2,604.06
Uniforms	\$4,200.00
Training	\$8,400.00
Fuel	\$11,900.00
Total	\$628,137.54
DPS Responsibility (total X 75%)	\$471,103.16



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: May 15, 2023
Agenda Item: 2023-2024 Classic Main Street MOU
Department: DDDA
Requested By: Candace Eaton

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Georgia Classic Main Streets Memorandum of Understanding to provide for services for the 2023-2024 Program Year.
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2023-2024 Classic Main Street MOU Memorandum of Understanding

5/1/2023

This document should be signed by all local parties
(ACR, Board Chair, and Main Street Program Manager)
by **July 3, 2023**

Please email ellen.hill@dca.ga.gov with any questions.

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2023 -2024 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Dalton, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for the stated term. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should on file with DCA, and uploaded to the Main Street Boundary Map file in your program's shared DCA Dropbox folder at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the use of the name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational structure/placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and uploaded to the Work Plan and Other Planning Documents file in the program's shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation, or planning retreat per year for the local program.
4. Meet a minimum of 10 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager. All Board Members are required to have at least 2 hours of continuing education annually.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. All current Board Members must be Main Street 101 certified through DCA's online testing system. A copy of each Board Member's Main Street 101 certification must be uploaded to the Training Log file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
 - B. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings,

statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development. A record the manager's training hours must be uploaded to the Training Log file in your program's shared DCA Dropbox folder.

3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
6. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - B. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.
9. Provide fee based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2024.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2023-2024 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

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**GEORGIA CLASSIC MAIN STREET PROGRAM MEMORANDUM
OF UNDERSTANDING: 2023-2024 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Dalton

Authorized City Representative (ACR) Signature

Date

ACR Name Printed

ACR Title

MAIN STREET BOARD OF DIRECTORS

Board Chair Signature

Date

Board Chair Printed Name

Date Term Expires

DOWNTOWN MANAGER

Candace K. Eaton

Candace K. Eaton (May 1, 2023 12:33 EDT)

Manager's Signature

05/01/2023

Date

Candace K. Eaton

Manager Printed Name

03.01.2021

Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

ODD Director's Signature

Date

Jessica Worthington
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-520-4271
Email: Jessica.worthington@dca.ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/15/2023

Agenda Item: Professional Services Agreement with American Consultant Engineers, LLC for Dalton Mill Line Pathway Location Study

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? -----

Cost: \$79,000.00

Funding Source if Not in Budget -----

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

This request is to approve the Professional Services Agreement with American Consulting Professionals, LLC to provide professional planning services to the City of Dalton (City) for Dalton's Mill Line Pathway Location Study. This study is being performed to establish the optimal initial corridor alignment for Dalton's Mill Line Pathway.

The work is to be completed within 12 weeks of the date of contract execution.

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

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 16th day of May, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and American Consulting Engineers of Florida, LLC hereinafter referred to as "CONSULTANT".

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

WHEREAS, the CITY finds the proposed Scope of Services and fee proposal attached as exhibit 'A'; and, to be agreeable and thereby engages Consultant pursuant to the terms of this General Professional Services Agreement.

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

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

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

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

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

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on May 22nd, 2023. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before October 31st, 2023.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 79,000.00 Dollars for the complete performance of the project in accordance with the terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion. CONSULTANT shall be excused for any delays which are out of their control.

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

10. CONSULTANT's COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of

care and skill ordinarily exercised by consultants practicing in the same or similar field;

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

- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

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

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

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

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

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

- (1) Workers' Compensation statutory limits per Georgia Law;
- (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used

in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

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

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

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

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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

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

Such notice to CONSULTANT shall be mailed to: American Consulting Engineers of Florida, LLC
2818 Cypress Ridge Boulevard, Suite 200
Wesley Chapel, Florida 33544-6302

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

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

CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

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

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon

the parties hereto shall be cumulative, but not restrictive to those given by law.

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

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

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

CONSULTANT: American Consulting Engineers of Florida, LLC

By: _____

Title: _____

CITY: CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

March 23, 2023

Chad Townsend
City of Dalton Public Works Director
City of Dalton Public Works
535 North Elm Street
Dalton, Georgia, 30721

Re: Dalton's Mill Line Pathway Location Study
Scope and Fee Proposal

Dear Chad:

American Consulting Professionals, LLC and Landis Evans + Partners (Consultant) agrees to provide professional planning services to the City of Dalton (City) for Dalton's Mill Line Pathway Location Study. This study is being performed to establish the optimal initial corridor alignment for Dalton's Mill Line Pathway. The initially articulated goal for the pathway is to provide a family-friendly pathway connection from Dalton's Burr Performing Arts Park to the southernmost trail head of the Mill Line along Mill Creek which provides access to Haig Mill Lake Park. Importantly, the Mill Line Pathway will provide opportunity for popular recreational use, stimulate property redevelopment with a target of mixed-use developments, and provide a spine corridor for ultimate linkages of community assets to serve Dalton residents and attract visitors.

Scope of Services

Establish Goals and Objectives (\$12,000) – 2 Weeks

The Consultant shall facilitate a meeting of City staff and any additional stakeholders (limit total group to nine persons) to establish the ultimate pathway's goals and objectives for its performance and benefits to the City and its community of users. The goals and objectives will include the finalization of potential end points for the study facility. This working session shall be on a single evening with the concluding goals and objectives as the work product.

Establish Evaluative Criteria (\$4,000) – 1 Week

The Consultant shall propose criteria representing the established goals and objectives to aid in prioritizing the corridor or route alternatives. We anticipate up to seven evaluative criteria, including a cost per mile criterion. Examples of expected criteria include: either the Pedestrian/Bicycle/Pathway Level of Service Model (from the Highway Capacity and Quality of Service Manual); simplified Latent Demand (from FHWA Best Practices for Quantifying Non-motorized Demand); adjoining land re-development potential; easement potential/land cost; etc. The City Administrator shall review and approve the criteria.

Identify Potential Corridors/Routes (\$19,000) – 3 Weeks

Collaboratively, up to four corridors may be identified for candidacy. These shall originate in the downtown at the Burr Performing Arts Park terminate at the Haig Mill Lake Park in the north. Among the candidate alignments shall be one which provides connectivity to the Mount Rachel Trail and Eagle Walk Trail.

Collect and Compile Data; Evaluate Candidate Corridors (\$30,500) – 4 Weeks

The City shall provide, and the Consultant team shall compile - or collect where needed - data to perform the evaluation of the candidate corridors according to the previously established criteria. The City shall provide all traffic count data.

American Consulting Professionals, LLC

243 N Hamilton Street, Suite 2 • Dalton, Georgia 30720 • 706.508.4029 • www.acp-americas.com

Report Results and Present Recommendations (\$13,500) – 2 Weeks

Compile results in easy-to-understand evaluative matrix. Identify the emergent recommended corridor alignment. Briefly document the process in a ten-page (max) summary report.

The services described herein will be performed for the costs for \$79,000 according to schedule shown above for each task component.

Please note the address of our Corporate office is as follows:

American Consulting Engineers of Florida, LLC
2818 Cypress Ridge Boulevard, Suite 200
Wesley Chapel, Florida 33544-6302
Phone: 813-435-2600

Please do not hesitate to contact me if you have any questions,

Sincerely,

American Consulting Professionals, LLC

A handwritten signature in blue ink, appearing to read "Scott M. Korpi".

Scott Korpi, PE
Principal

cc: Project File



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/15/2023

Agenda Item: Memorandum of Agreement - The Carpentry, LLC

Department: Public Works

Requested By: Chad Townsend

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

Cost: \$97,760.50

**Funding Source if Not
in Budget** -----

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

See attached documents for additional information about the scope of the agreement.

**STATE OF GEORGIA
COUNTY OF WHITFIELD**

**CONTRACT FOR CONSTRUCTION OF STREETScape IMPROVEMENTS OF THE
CITY OF DALTON ON RIGHT-OF-WAY AT INTERSECTION OF WEST CUYLER
STREET AND NORTH PENTZ STREET**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered this _____ day of May, 2023, (the “Effective Date”), by and between the City of Dalton, a Georgia municipality chartered under the law of the State of Georgia, of the first part, hereafter “the City,” and The Carpentry, LLC, a Georgia limited liability company and Proper Construction Group, LLC, a Georgia limited liability company, together of the second part, hereafter “the Owner and Contractor;” and

WHEREAS, the City owns and controls the streets and adjacent right-of-way known as South Pentz Street and West Cuyler Street at their intersection (“the City Property”) as per the drawing shown and attached hereto as Exhibit “A”; and

WHEREAS, The Carpentry, LLC is the owner of that tract or parcel of land lying and being on the northwesterly side of the City Property where it is making improvements in the nature of a boutique hotel; and

WHEREAS, Proper Construction Group, LLC is the contractor for some or all of the building projects of The Carpentry, LLC on that site; and

WHEREAS, the parties acknowledge and recite that the streetscape improvements that both Carpentry Properties, LLC plans to construct and the enhanced streetscape improvements that the City plans to construct on the City Property are mutually beneficial and a substantial benefit to the public health, safety, and welfare of the City of Dalton; and

WHEREAS, the parties agree to utilize one (1) contractor to construct both the Owner's original scope of work on its tract or parcel and the streetscape improvements for the City Property which is expected to enhance efficiency and generate cost savings and enabling a seamless quality of work; and

WHEREAS, the second party requires the right to make temporary use of the City Property to construct the entire project both as to owner's portion and the City's portion;

NOW, THEREFORE, in consideration of the premises, and Ten and no/100's (\$10.00) Dollars from each party to the other, as well as the covenants, obligations, conditions, and payments to be hereafter kept and observed, the parties do hereby agree as follows:

1. **Temporary Construction Easement.** The City, for itself and on behalf of its successors and assigns, does hereby grant unto The Carpentry, LLC and Proper Construction Group, LLC, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement shall be temporary and shall expire upon completion of the construction thereon.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in one hundred twenty (120) days or less. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Unless the second party notifies the City in writing of any delay in performance due to weather, Temporary Construction Easement shall be for a period of one hundred twenty (120) days beginning with the execution of this MOA. Second Party shall notify City of any reasonable delay in commencement or delay in completion due to weather related conditions as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the City Property for the purpose of access and ingress to and egress from the City Property in order to perform the construction services described herein;
- (b) the right to install curb and gutter, sidewalk, brick pavers, tree wells with amended soil, street light footings, mast arm footings; and

- (c) None of the improvements shall be owned or become this property of Second Party but shall be and remain the property of the City and shall be and remain under the entire control of the City.

- 4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, the City hereby reserves all its right, title and interest in and to the City Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the City Property by the Second Party shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the City Property. Any such use of this Temporary Construction Easement by the Second Party shall be undertaken in such a manner as to minimize the disturbance to and interruption of the City's Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Agreement by Second Party shall be done in a good workmanlike manner and the City Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of City.**

- (a) The City waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Second Party herein. The City does not waive any claim for damages that may result from the negligent acts or omissions of the Second Party or its subcontractors in its use of the Temporary Construction Easement.
- (b) The City does hereby covenant with the Second Party that the City is lawfully seized and possessed of the City Property above described, that the City has a good and lawful right to convey said easement and the rights and privileges granted herein.
- (c) **Second Party shall perform upgrades within the City Property owned and maintained by the City. The City's streetscape design is above and beyond Second Party's original design. The City agrees to pay Second Party a sum of \$97,500.00 for the difference in design requirements as set forth by Second Party's design engineer. The City streetscape design is described as Exhibit "A". Second Party's scope of work breakdown and cost is described in Exhibit "B." The difference in the costs of construction shall be used as the measurable.**

- 7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between the City and the parties relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing

executed by the party against which enforcement of such amendment, waiver or discharge is sought.

8. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the City and Second Party.

10. **Time of Essence.** Time is of the essence with respect to this Agreement.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

THE CITY OF DALTON

by: _____
Mayor

Unofficial Witness

ATTEST:

Notary Public

City Clerk

Signed, sealed and delivered
in the presence of:

THE CARPENTRY, LLC

by: _____
Member/Manager

Unofficial Witness

Notary Public

Signed, sealed and delivered
in the presence of:

PROPER CONSTRUCTION
GROUP, LLC

by: _____
Member/Manager

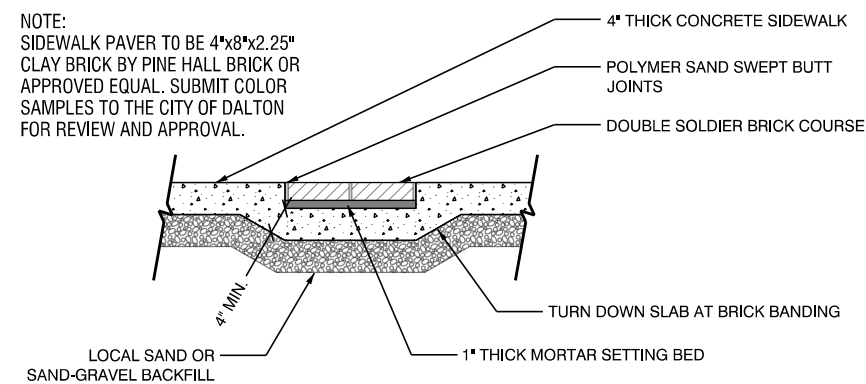
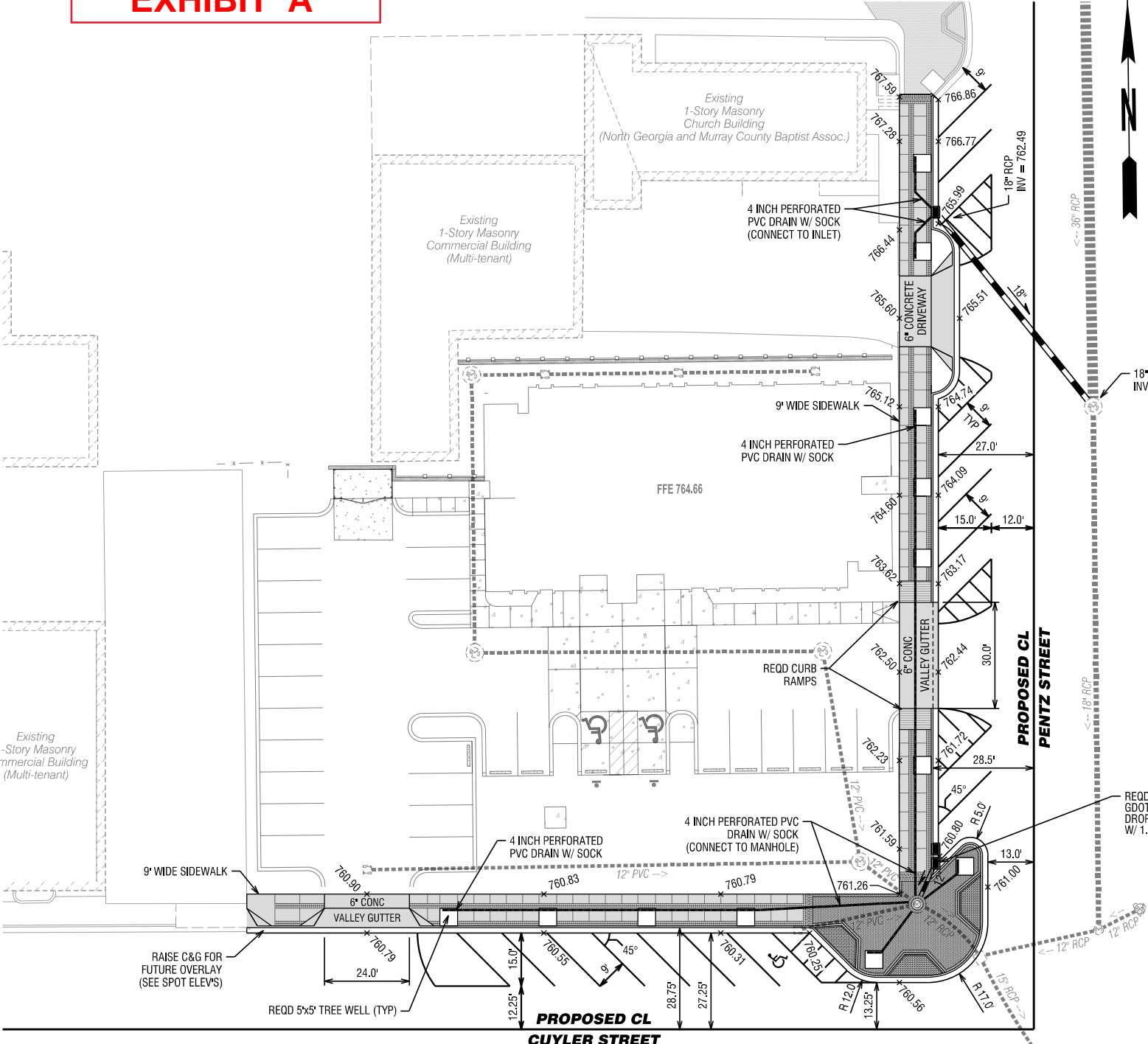
Unofficial Witness

Notary Public

EXHIBIT “A”

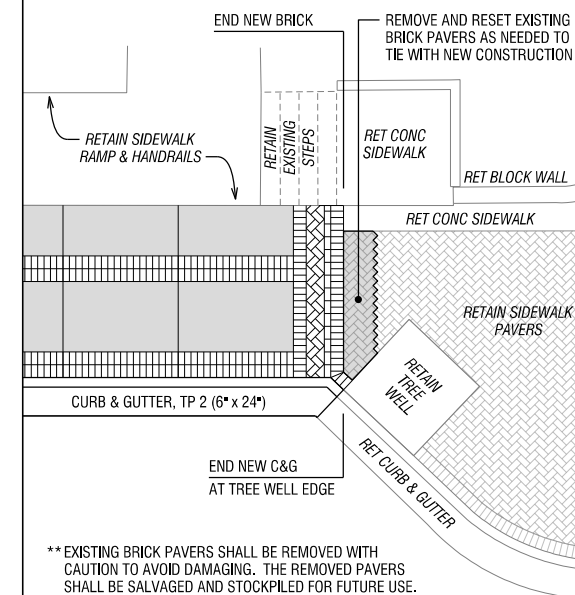
EXHIBIT “B”

EXHIBIT 'A'

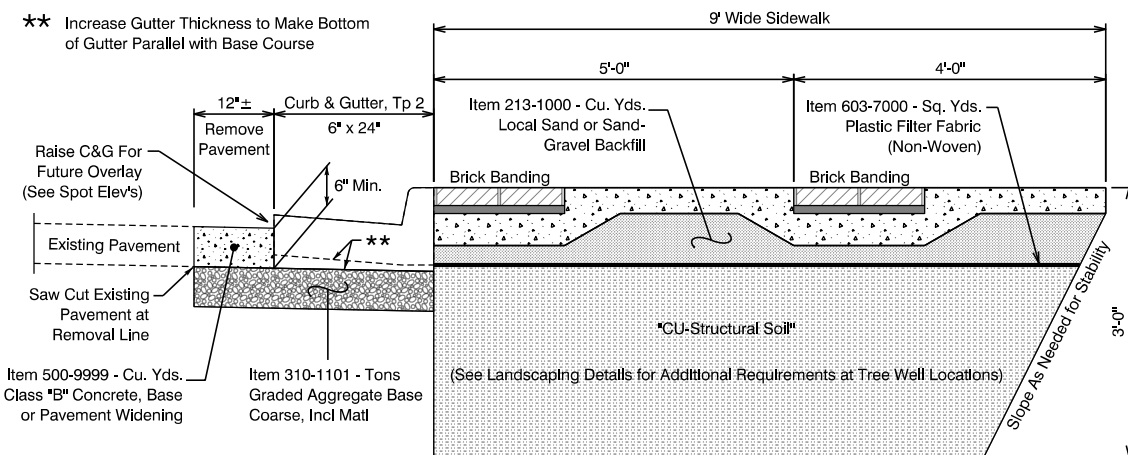
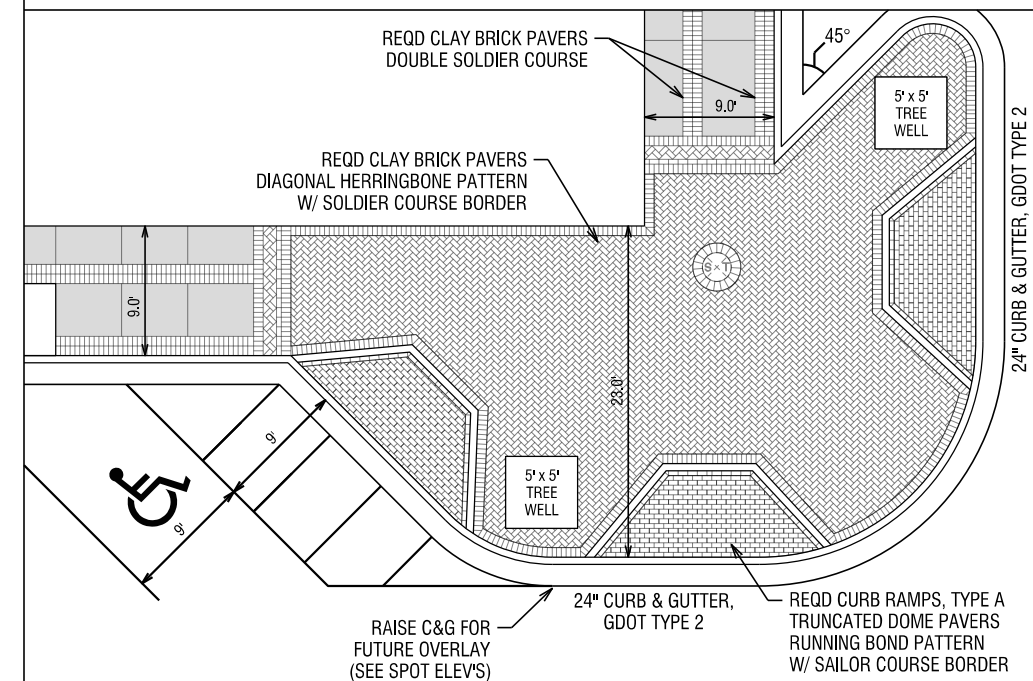


BRICK BANDING DETAIL

GORDON STREET TIE-IN DETAIL



PENTZ & CUYLER BRICK CORNER DETAIL



TYPICAL SECTION FOR CURB & GUTTER AND SIDEWALK CONSTRUCTION



6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
PFPR (60%)	
FFPR (90%)	
FINAL (100%)	

Streetscape Improvements on Pentz Street & Cuyler Street

**In the City of Dalton
Whitfield County, Georgia**

GMC # TATL220003

SCALE IN FEET

20 40

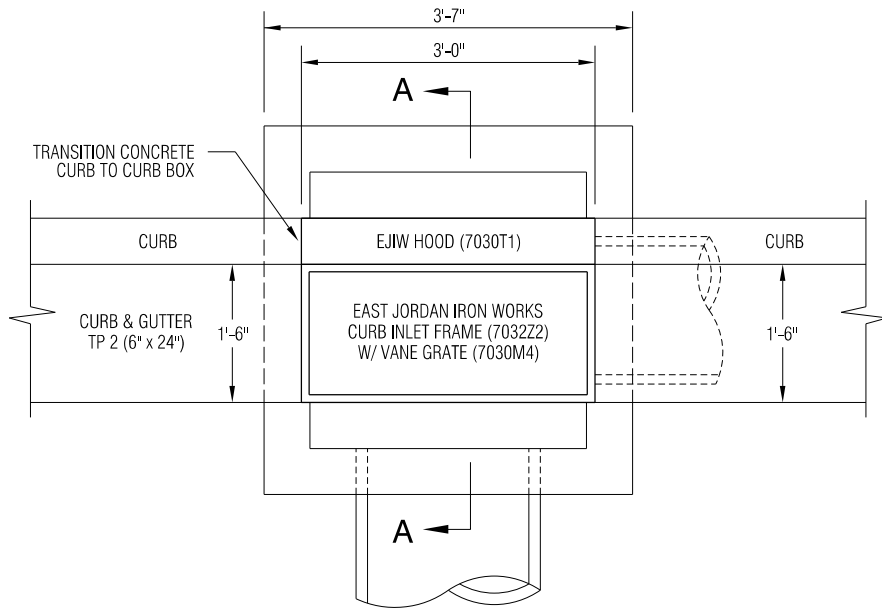
CUYLER STREET
PENTZ STREET

Construction Plan

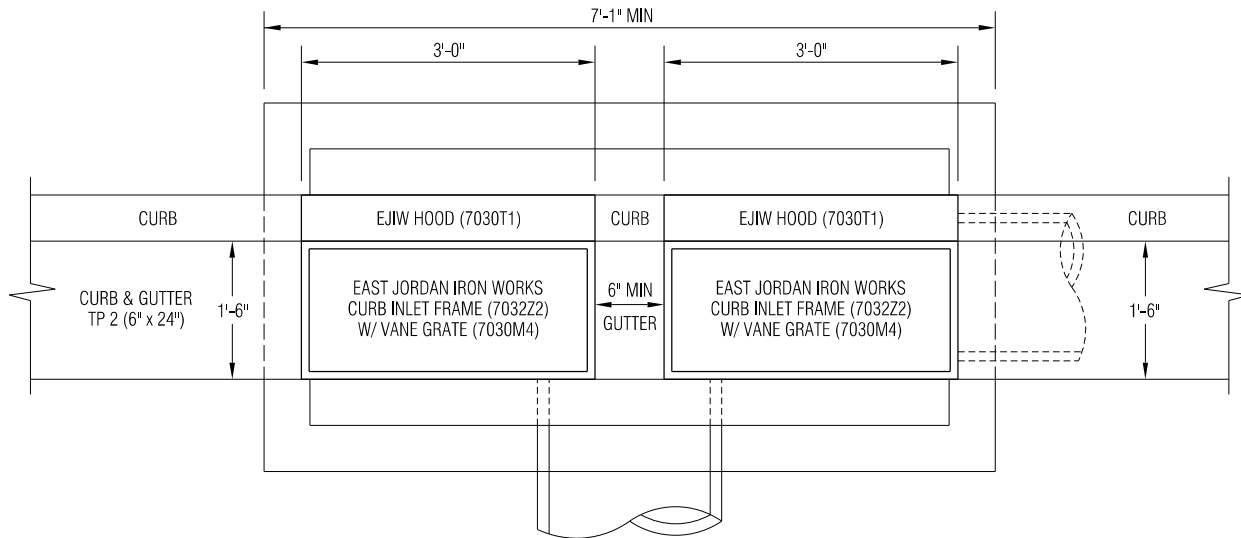
DRAWING NO.

13-0001 38

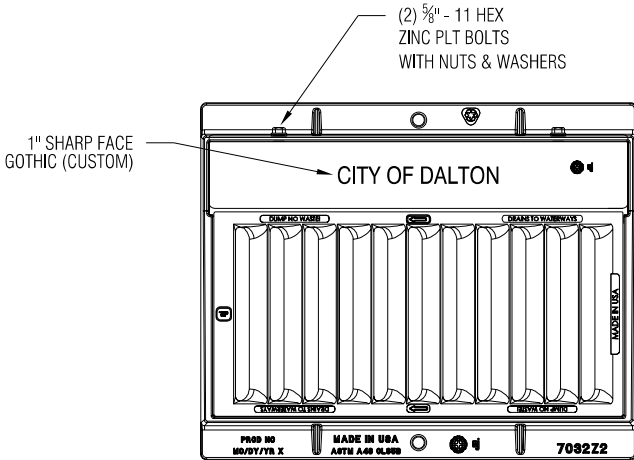
DETAIL FOR CUSTOM VANE GRATE DROP INLET



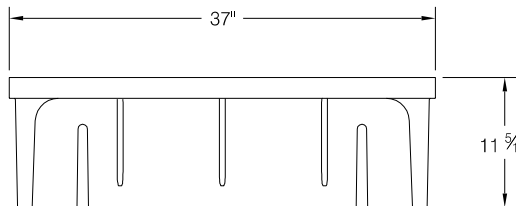
PLAN VIEW (SINGLE)



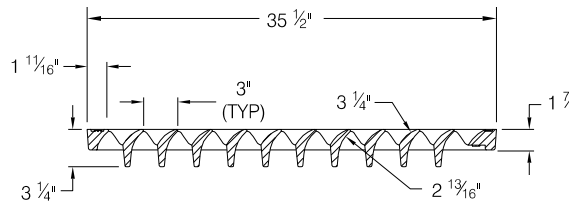
PLAN VIEW (DOUBLE)



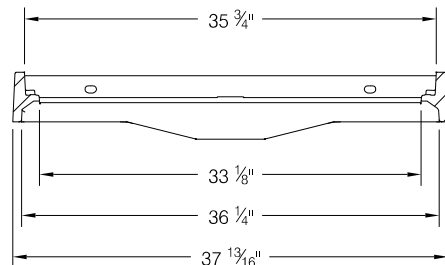
PLAN VIEW



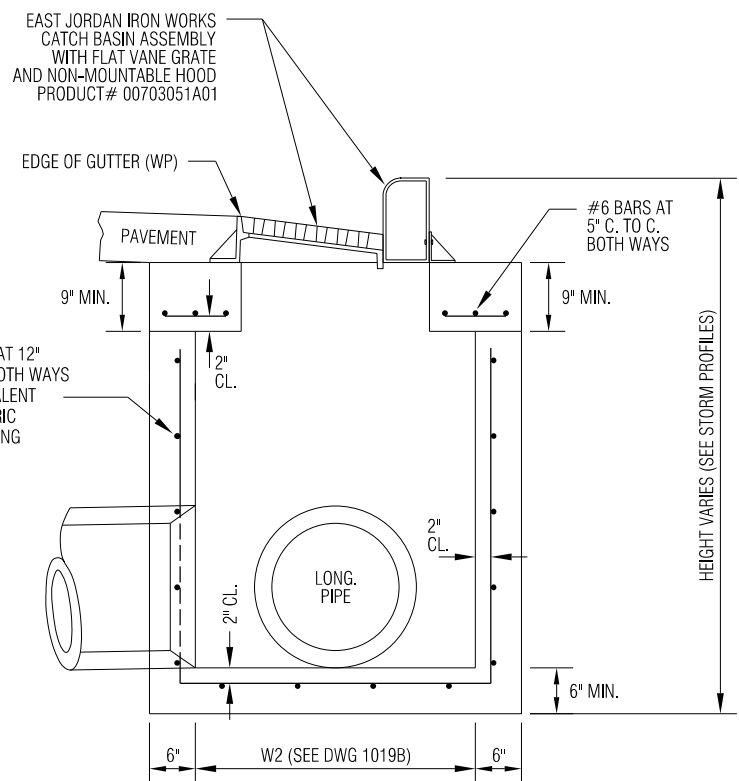
HOOD SECTION



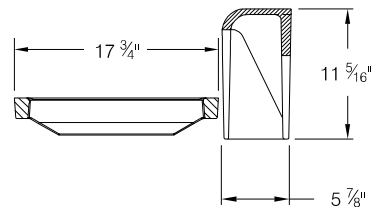
GRATE SECTION



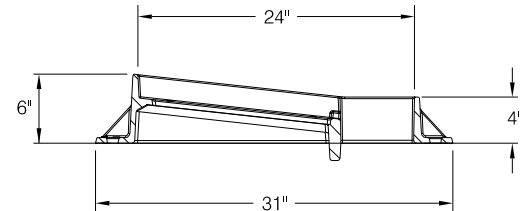
FRAME SECTION



SECTION A-A




GRATE & HOOD SECTION



FRAME SECTION

NOTES:

1. SPECIFICATIONS: GEORGIA STANDARD AND/OR SPECIAL PROVISIONS EXCEPT THE CATCH BASIN ASSEMBLY MATERIALS SHALL BE GRAY IRON ASTM A 48 CLASS 35B.
2. SEE GDOT STANDARD DRAWING 1019B FOR ADDITIONAL INFORMATION.
3. THE ALIGNMENT, NUMBER, AND SIZES OF PIPES SHOWN ARE FOR REFERENCE ONLY. SEE PLANS FOR ACTUAL PIPE REQUIREMENTS.
4. ALL CONCRETE SHALL BE CLASS "A" CONCRETE.
5. THE SLOPE OF THE GRATE SHALL MATCH THE GUTTER SLOPE. THE TOP OF THE HOOD SHALL BE FLUSH WITH THE TOP OF CURB.
6. EXPANSION JOINTS (½") WILL BE REQUIRED WHERE RIGID PAVEMENT, SIDEWALK, OR CONCRETE GUTTER MEETS DROP INLETS.
7. ALL STRUCTURES OVER 4 FEET DEEP SHALL REQUIRE STEPS.
8. THE GRATE SHALL BE CORRECTLY ORIENTED TOWARD THE DIRECTION OF FLOW.
9. THE CATCH BASIN FRAME, GRATE AND NON-MOUNTABLE HOOD ASSEMBLY SHALL BE EAST JORDAN IRON WORKS PRODUCT NUMBER 00703051A01 WITH THE CUSTOM CITY OF DALTON MARKINGS AS SHOWN.



6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
FFPR (60%)	
FFPR (90%)	
FINAL (100%)	

**Streetscape Improvements on
Pentz Street & Cuyler Street**
In the City of Dalton
Whitfield County, Georgia

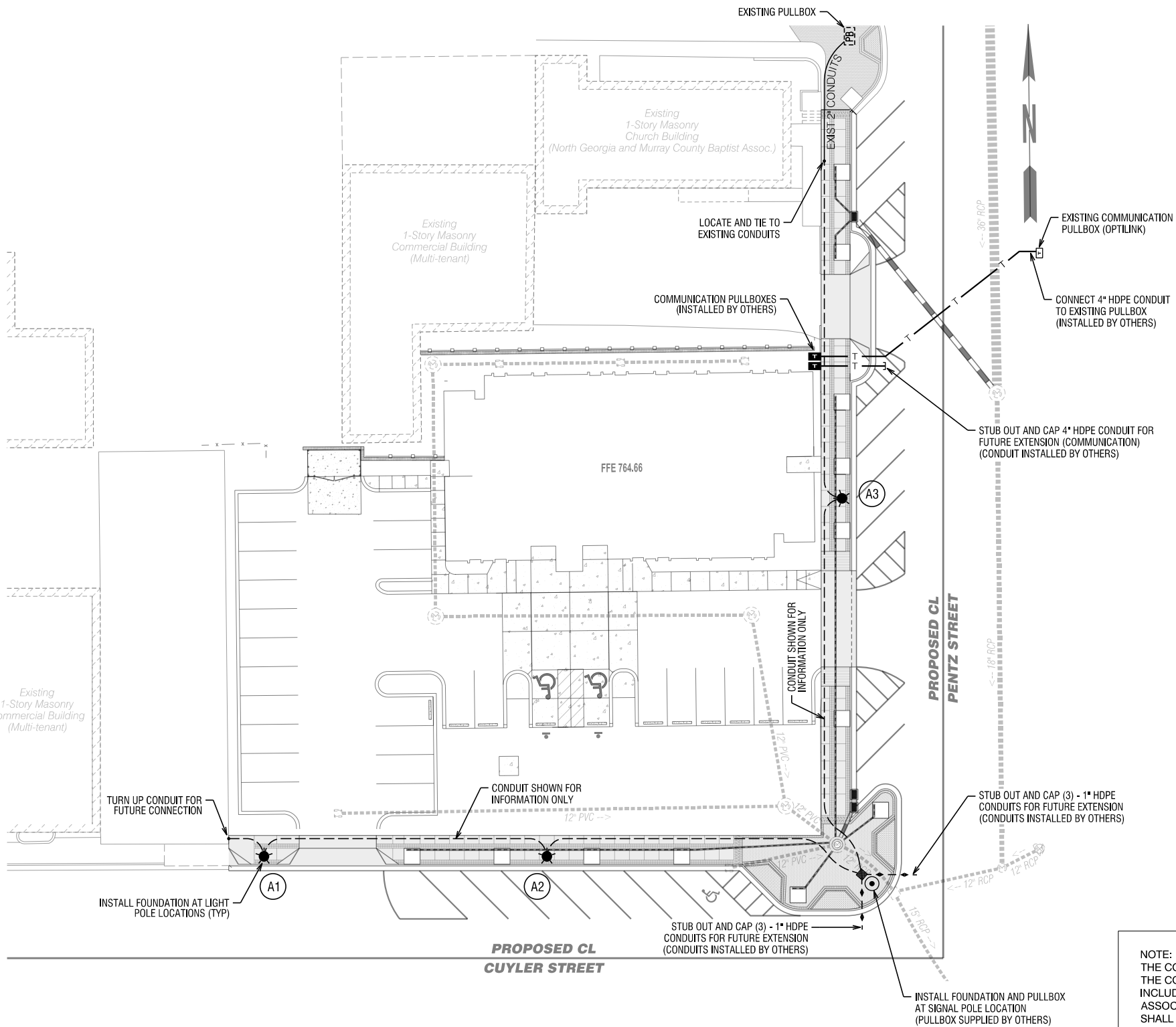
GMC # TATL220003

NOT TO SCALE

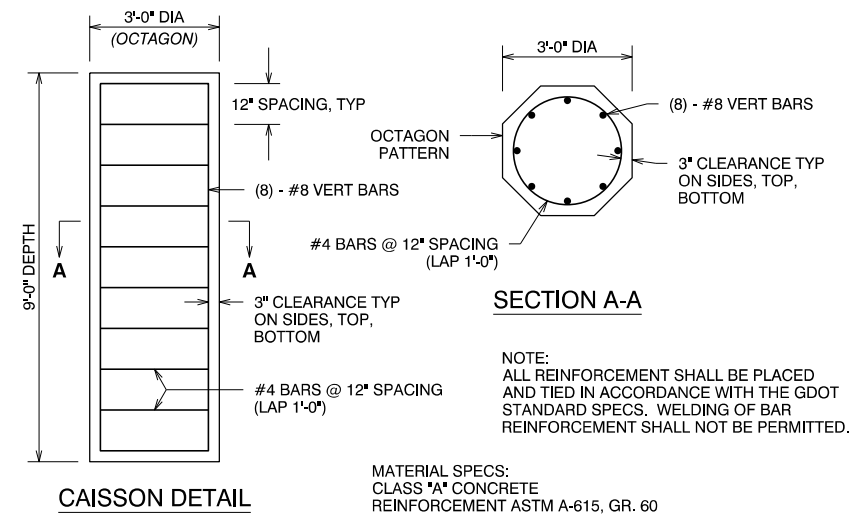
Special Construction Details

DRAWING NO.

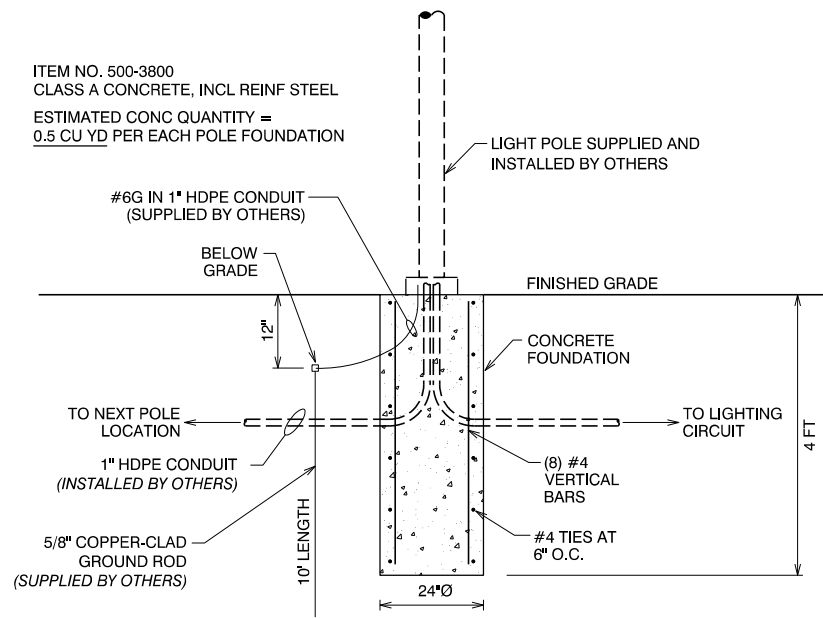
13-0002 39



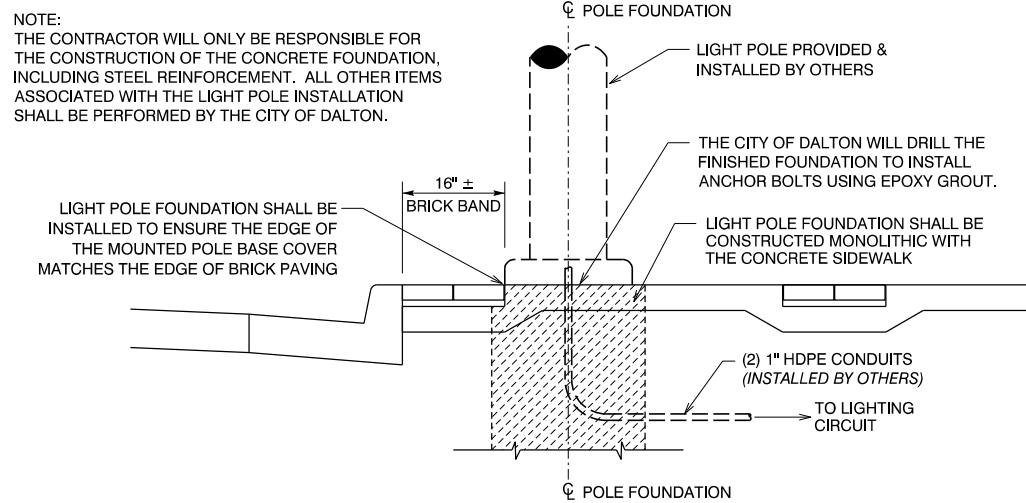
LIGHTING LEGEND		SIGNAL LEGEND	
	REQD LIGHT POLE FOUNDATION (Pole Supplied & Installed By Others)		REQD SIGNAL POLE FOUNDATION (Signal Pole Supplied & Installed By Others)
	REQD ELECTRICAL PULLBOX, TP 2 (Pullbox Supplied & Installed By Others)		REQD TRAFFIC SIGNAL PULLBOX (Pullbox Supplied By Others)
	REQD (2) 1" HDPE SDR 13.5 CONDUITS (Conduits Supplied & Installed By Others)		REQD (3) 1" HDPE SDR 13.5 CONDUITS (Conduits Supplied & Installed By Others)



TYPICAL SIGNAL POLE FOUNDATION
NOT TO SCALE



TYPICAL LIGHT POLE FOUNDATION
NOT TO SCALE



TYPICAL LIGHT POLE FOUNDATION IN SIDEWALKS
DIAGRAMMATIC

6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
PFPR (60%)	
PFPR (90%)	
FINAL (100%)	

Streetscape Improvements on
Pentz Street & Cuyler Street
In the City of Dalton
Whitfield County, Georgia

GMC # TATL220003

SCALE IN FEET
0 20 40

CUYLER STREET
PENTZ STREET

Light Pole and
Signal Pole Layout

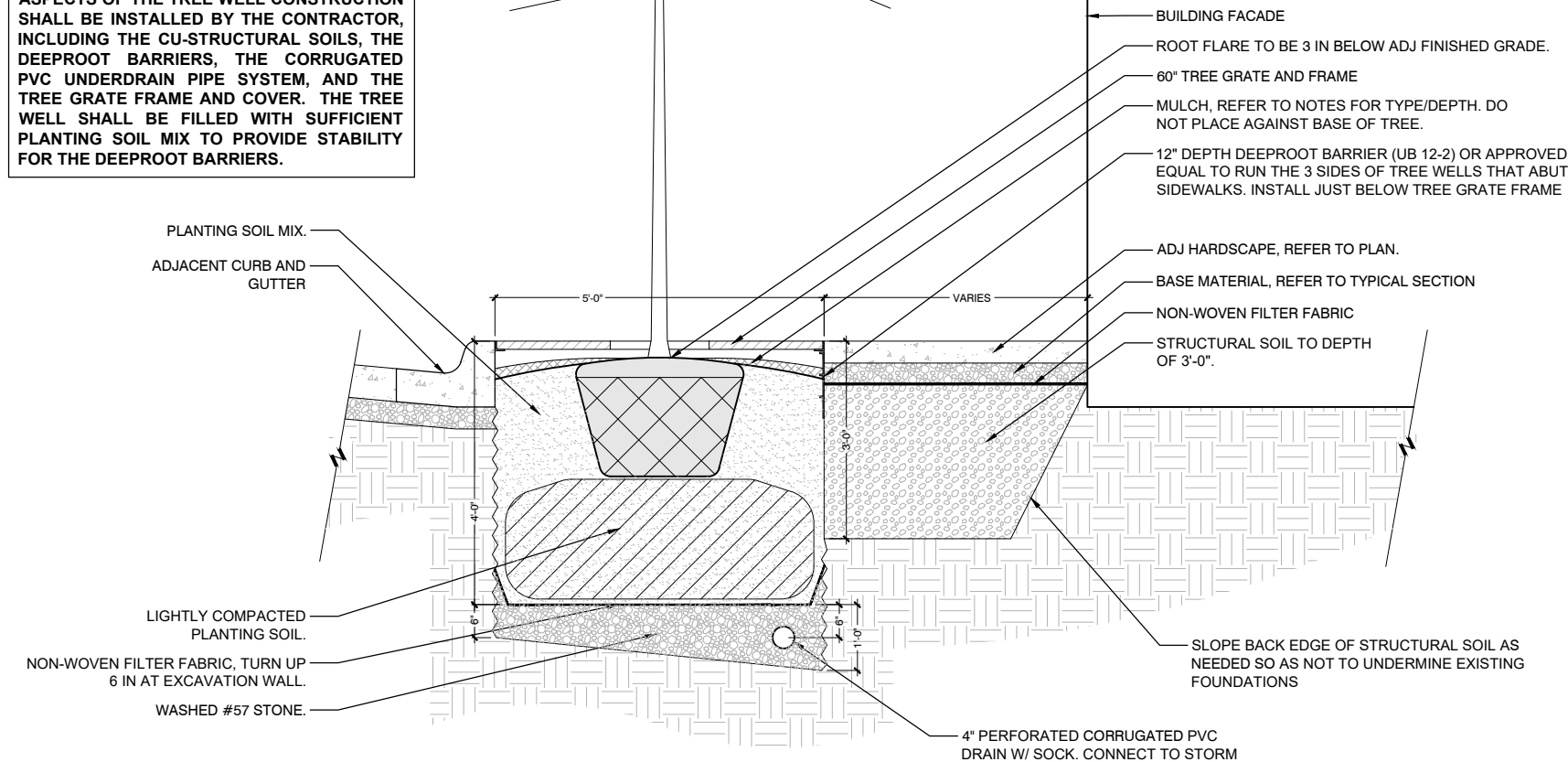
DRAWING NO.
25-0001

40

1. REMOVE ALL NON-BIODEGRADABLE ROOT BALL PACKAGING.
2. REMOVE BURLAP AND STRAPS FROM TOP 1/3 OF ROOT BALL. REMOVE OR BEND TOP 1/3 OF WIRE BASKET DOWN INTO SOIL.

STRUCTURAL SOIL SPEC:
STRUCTURAL SOIL TO BE CORNELL UNIVERSITY
"CU-STRUCTURAL SOIL" OR APPROVED EQUAL

TREE GRATE SPEC (BASIS OF DESIGN):
MANUFACTURER: EAST JORDAN IRON WORKS
GRATE MODEL #: V8955-1 (PRODUCT# 48955000)
FRAME MODEL #: (PRODUCT# 00868213)

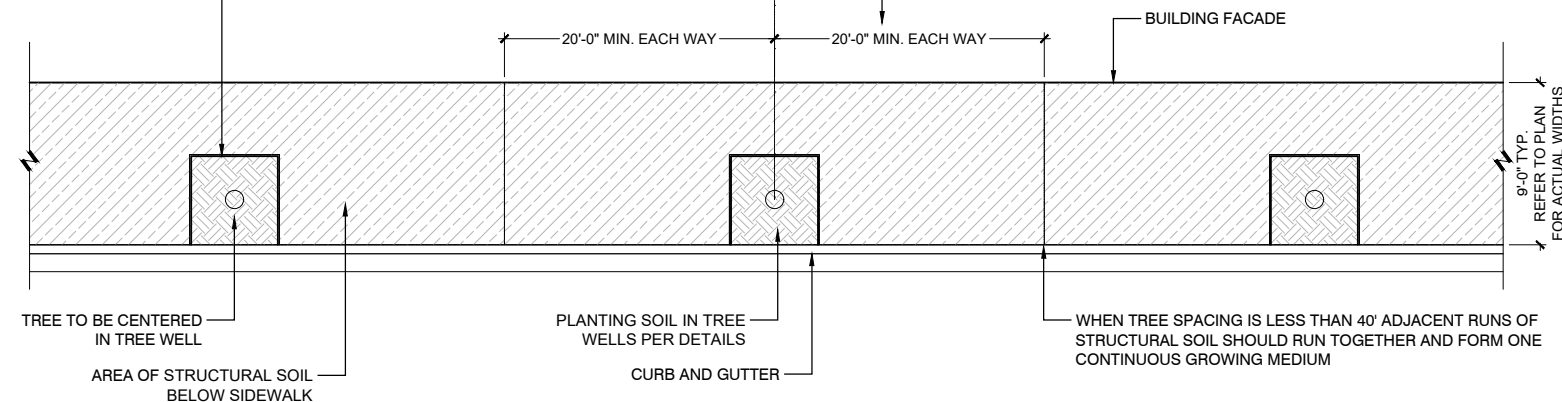


SECTION: STREET TREE PLANTING W/ STRUCTURAL SOIL

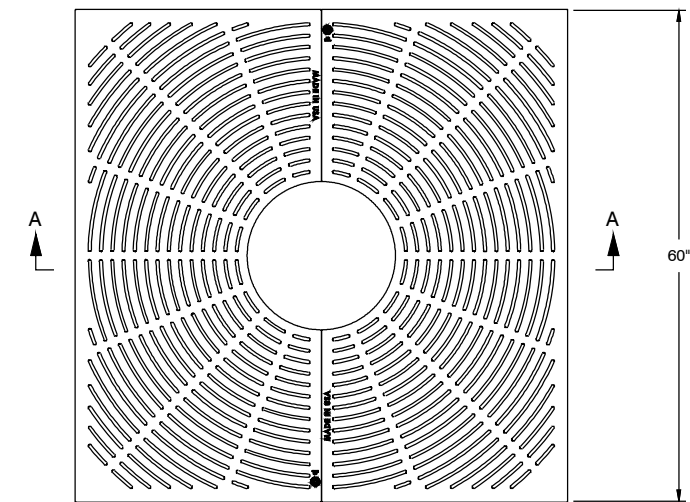
STRUCTURAL SOIL SPEC:
STRUCTURAL SOIL TO BE CORNELL
UNIVERSITY "CU-STRUCTURAL SOIL" OR
APPROVED EQUAL

— 12" DEPTH DEEPROOT BARRIER (UB 12-2) OR APPROVED
EQUAL TO RUN THE 3 SIDES OF TREE WELLS THAT ABUT
SIDEWALKS TO PROMOTE DOWNWARD GROWTH OF ROOTS

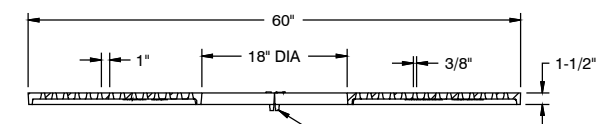
40' LENGTH BY 9' WIDE MINIMUM AREAS OF STRUCTURAL SOIL SHALL BE USED AROUND ALL TREE WELLS. WHEN WIDTH IS IMPEDED BY ADJACENT BUILDINGS, INSTALL SOIL AS DETAILED UP TO BUILDING FACADE.



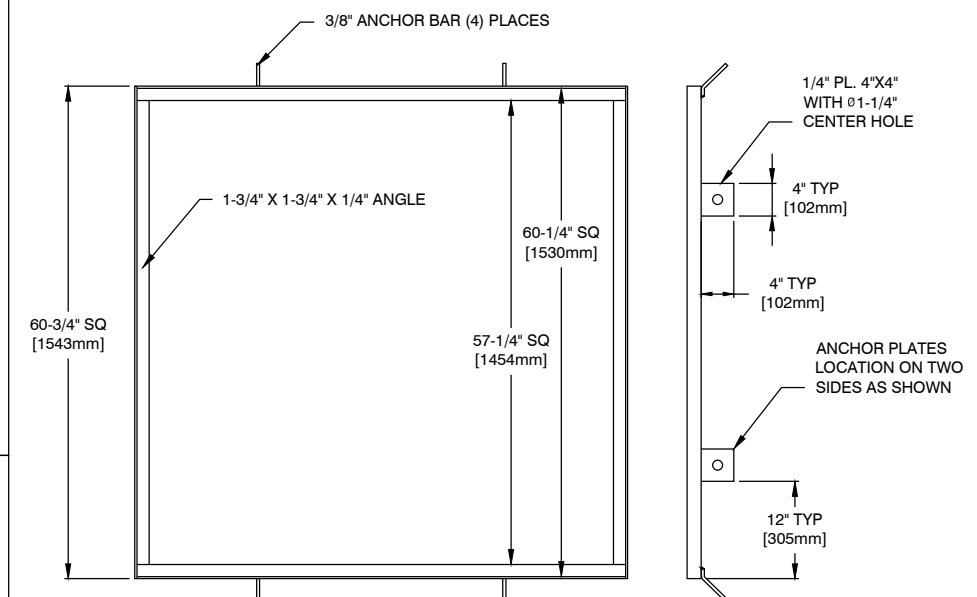
PLAN: STREET TREE STRUCTURAL SOIL LIMITS



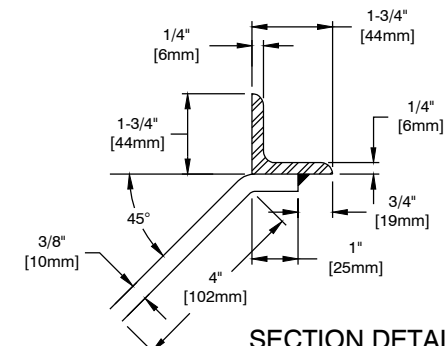
PLAN VIEW (TREE GRATE)



SECTION A-A



PLAN VIEW (FRAME)



SECTION DETAIL

NOTE: FLAT BLACK RUSTOLEUM COATING.

**PARTS TO HAVE PRODUCT NUMBER
PAINTED (STENCILED) ON FOR
IDENTIFICATION**

TREE GRATE SPEC (BASIS OF DESIGN):
MANUFACTURER: EAST JORDAN IRON WORKS
GRATE MODEL #: V8955-1 (PRODUCT# 48955000)
FRAME MODEL #: (PRODUCT# 00868213)

DETAIL: TREE WELL GRATE COVER AND FRAME

ONG

6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
FPFR (60%)	
FPFR (90%)	
FINAL (100%)	

**Streetscape Improvements on
Pentz Street & Cuyler Street**
In the City of Dalton
Whitfield County, Georgia

GMC # TATL220003

Not to Scale

Landscape Details

DRAWING NO.

30-0001 41



To: Steve Herndon

From: Mitchell McBee

Date: March 29th, 2023

Reference: City ROW Improvements

This proposal covers the scope listed below. Proposal includes labor, material, and equipment to complete the scope.

1. Labor and material for curb and gutter as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000.
2. Labor and material for grading, stone, sidewalks, and pavers as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000.
3. Labor and material for (3) light pole footings and (1) signal arm footing as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000. Excludes install of anchor bolts and any rock excavation. Excludes electrical work involved with light poles and signal lights.
4. Includes labor only to install (12) tree well steel grates by EJIW.
5. Includes land surveying for the scope above.
6. Includes pavement markings around perimeter of building lot.
7. Includes soil improvements at tree wells. Labor and material by others.

Exclusions:

1. Excludes all asphalt mill and overlay, electrical work, and all work associated with storm water shown on plans.
2. Excludes rock excavation and removal. Potential to encounter rock a Pentz street light pole and signal arm. If rock is encountered, we will notify the City of Dalton and Ownership immediately.
3. Excludes labor and material for trees.

Credit for Original Scope = \$30,530.00

Cost for New Scope = \$128,290.50

Total Proposal = \$97,760.50

Mitchell McBee (706) 581-8221

mitchell@proper-construction.com



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-15-23

Agenda Item: 1st Amendment to The Carpentry Development Agreement

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Document Developed by TAD Attorney

Cost: \$0

Funding Source if Not in Budget

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

The Carpentry, LLC requests an extension of time to complete the Hotel in TAD #1 – Downtown. The development agreement states project shall be completed by 5/31/23 and the Developer requests the dated be extended until 10/31/23.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Agreement”), dated as of this 15th day of May, 2023, is made among the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (the “City” and a “Party”), and THE CARPENTRY, LLC, a Georgia limited liability company (the “Developer” and a “Party”), and recites and provides as follows.

WHEREAS, the City and the Developer have entered into a Development Agreement, dated as of July 18, 2022 (the “Development Agreement”), regarding the development of a new Boutique Hotel (the “Project”) located in the Tax Allocation District #1 - Downtown (the (“TAD #1”); and

WHEREAS, the Development Agreement provides that the Project Completion (as defined therein) shall occur on or before May 31, 2023; and

WHEREAS, the City and Developer desire to amend the Development Agreement to provide that the Project Completion shall occur on or before October 31, 2023; and

NOW THEREFORE, the City and the Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this First Amendment to Development Agreement, hereby agree as follows:

1. The Development Agreement is hereby amended by deleting “May 31, 2023” in the definition of the “Completion Date” and in Section 5.1 of the Development Agreement and replacing it with “October 31, 2023.”
2. This First Amendment to Development Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
3. All other terms of the Development Agreement shall continue in full force and effect subject to this First Amendment to Development Agreement as set forth herein.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the 15th day of May, 2023.

CITY OF DALTON, GEORGIA

By:

Mayor

ATTEST:

By:

Clerk

[SEAL]

THE CARPENTRY, LLC,
a Georgia limited liability company

By: _____
Title:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-15-23

Agenda Item: Budget Amendment #3

Department: Finance

Requested By: Cindy Jackson

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

Cost: \$0

**Funding Source if Not in
Budget**

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

Budget Amendment #3 to adjust various funds for revenues received, various equipment repairs, transfer between departments, and allocation of funds to various projects.

**2023 Budget Amendment
Budget Amendment #3**

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Donations	\$ 11,325	(1)
Insurance claim reimbursement	12,400	(2)
	<u>\$ 23,725</u>	
Expenditures & Transfers-out		
Infrastructure - site improvements	\$ 11,325	(1)
Police department - vehicle repairs	12,400	(2)
Municipal Court - equipment repairs	7,450	(3)
Human Resources - wages & benefits	(37,860)	(4)
Finance - wages & benefits	37,860	(4)
Police department - OPIOID	(10,000)	(5)
Fire department - OPIOID	(10,000)	(5)
	<u>\$ 11,175</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 12,550</u></u>	

(1)	Donation from DDDA for Burr Park concrete
(2)	Insurance reimbursement for damaged police vehicles
(3)	HVAC replacement at Public Works building (municipal court side of building)
(4)	Budget remaining to move payroll administrator from HR to Finance
(5)	Georgia Department of Audits recommends that the OPIOID Fund should be accounted for in a separate revenue fund and not the general fund (4/23 memo from DOAA)

SPECIAL REVENUE FUND - OPIOID

	Increase (Decrease)	
Expenditures & Transfers-out		
Fire - supplies	10,000	(1)
Police - supplies	10,000	(1)
	<u>\$ 20,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (20,000)</u></u>	

(1)	Anticipated expenditures for eligible Opioid related expenses (OPIOID settlement funds)
-----	---

2015 SPLOST Fund

	(Decrease)	
Revenues & Transfers-In		
Interest income	\$ 20,000	(1)
	<u>\$ 20,000</u>	
Expenditures & Transfers-out		
Stormwater - Prater Alley	\$ 20,000	(1)
	<u>\$ 20,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

**2023 Budget Amendment
Budget Amendment #3**

2020 SPLOST Fund	<u>(Decrease)</u>	
Revenues & Transfers-In		
Interest Income	\$ 57,000	(1)
	<u>\$ 57,000</u>	
Expenditures & Transfers-out		
Paving - 2023	\$ 57,000	(1)
	<u>\$ 57,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

2020 SPLOST Fund	<u>(Decrease)</u>	
Revenues & Transfers-In		
Interest income	\$ 158,700	(1)
	<u>\$ 158,700</u>	
Expenditures & Transfers-out		
Greenway Project	\$ 158,700	(1)
	<u>\$ 158,700</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1)	Allocate interest earned in SPLOST & Bonded Projects funds to various projects
------------	--

Downtown Dalton Development Authority

7080

Downtown Outreach

11,325.00



4/20/23

7080

City of Dalton

\$11,325.00

Downtown Dalton Development Authority		Builtwell Bank 87-334013	7080 CHECKSAFE
PO Box 707 Dalton, GA 30722-0707		Check Number	7080
Eleven Thousand Three Hundred Twenty-Five and 00/100 Dollars		DATE	Apr 20, 2023
City of Dalton PO Box 1205 Dalton, GA 30722-1205		AMOUNT	11,325.00
PAY TO THE ORDER OF			
Memo: Concrete at park		AUTHORIZED SIGNATURE <i>Carlae Gabe</i>	
1100708011061303348115004975711			

Cindy Jackson

From: Cindy Jackson
Sent: Wednesday, April 12, 2023 1:26 PM
To: Chad Townsend
Cc: Candace Eaton; Tosha Haynes; Mechelle Champion
Subject: RE: Burr Park DDA Allocation

Chad – I will do a budget amendment to increase the donations account and the Burr Park expenditure account. Have them the check to my attention and we will get the funds deposited and the amendment recorded. Thanks, Cindy

From: Chad Townsend <ctownsend@daltonga.gov>
Sent: Wednesday, April 12, 2023 9:02 AM
To: Cindy Jackson <cjackson@daltonga.gov>
Cc: Candace Eaton <ceaton@daltonga.gov>; Tosha Haynes <thaynes@daltonga.gov>
Subject: Burr Park DDA Allocation

Cindy,

The DDA has graciously approved a \$12,000 allocation towards the continuation of concrete installation at Burr Park. What is the best way for us to transfer that money and can it go in the Burr Park account we're currently working out of?

Thank You

Chad Townsend
Director - Public Works Department
Office: 706.278.7077
Direct: 706.277.7254
Email: ctownsend@daltonga.gov



FOR 2023 13

ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010	GENERAL FUND - OPERATING	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENC/REQ	BUDGET	USE/COL

100001 OPERATING REVENUES								

100001	371000 30005 DONATIONS	0	-10,000	-10,000	-10,000.00	.00	.00	100.0%
	TOTAL OPERATING REVENUES	0	-10,000	-10,000	-10,000.00	.00	.00	100.0%
497000 PUBLIC WORKS OTHER								

497000	541200 30005 SITE IMPROVE	0	22,215	22,215	19,534.32	1,257.35	1,423.33	93.6%
	TOTAL PUBLIC WORKS OTHER	0	22,215	22,215	19,534.32	1,257.35	1,423.33	93.6%
	TOTAL GENERAL FUND - OPERATING	0	12,215	12,215	9,534.32	1,257.35	1,423.33	88.3%
	TOTAL REVENUES	0	-10,000	-10,000	-10,000.00	.00	.00	
	TOTAL EXPENSES	0	22,215	22,215	19,534.32	1,257.35	1,423.33	

MEMO

TO: Mechelle Champion
Finance

FROM: Martha Lopez
Police Department

DATE: April 11, 2023

SUBJECT: Sedgwick Claims Management Services, Inc – Insurance Claim Payment for Vehicle #11-16 Crash

Please deposit the attached \$1,621.79 check from Sedgwick Claims Management Services, Inc. This is payment for claim #C366021138-0002-01 for accident report #23-001352 involving our vehicle #11-16 driven by Shaun Scott.

This money will need to be moved to our Patrol / Vehicle Repairs & Maintenance (322300 / 522230) line.

I have enclosed copies of the accident report and all the documentation provided to us concerning the insurance claim.

Please send a copy of the receipt.

Thank you.

U.*

1,621.79+
2,705.05+
7,071.01+
12,397.82*

Sedgwick Claims Management Services, Inc
PO Box 14512
Lexington, KY 40512

0001110-0004929 0106 001 517665 SWK



CITY OF DALTON
ATTN: MARTHA LOPEZ
P.O. BOX 1205
DALTON GA 30722

DATE	CHECK AMOUNT	CHECK NUMBER
04/03/2023	1,621.79	134074742
PAYEE	TAX ID	
CITY OF DALTON	None	
SCMS UNIT	PAGE	
660 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
CITY OF DALTON	03/02/2023	C368021138-0002-01
Amt Paid: 1,621.79 Description: Partial loss		
Dates: 04/03/2023 - 04/03/2023 Comment: SUPPLEMENT 2016 FORD FUSION VIN S118294		

SWK RM.SDM.CO.NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick as agent for Argonaut Insurance
Argonaut Great Central Insurance Company

ORIGIN
6609545

Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 04/03/2023

134074742

62-22
311

PAY: *****ONE THOUSAND SIX HUNDRED TWENTY ONE AND 79/100 DOLLARS

\$1,621.79

PAY TO
THE
ORDER
OF
CITY OF DALTON

Sedgwick

MEMO: _____

Argonaut Insurance Company, Principal
Sedgwick Claims Management Services, Inc., Agent By:

134074742 03 100225 2079950059703

Date: 3/17/2023 12:23 PM
 Estimate ID: 0873030022
 Estimate Version: 1
 Supplement: 1 (F F) 3/17/2023 12:21:29
 Profile ID: * PDA GA
 Quote ID: 120255069

Alacrity Solutions - Chattanooga, TN

P.O. Box 471909, Fort Worth, TX 76147
 (888) 970-0244
 Fax: (800) 866-4732
 Email: chattanooga@alacritysas.com

Not An Authorization For repair
 Read disclaimers following appraisal calculations.

Damage Assessed By: WILSON JIMMY
 Supplemented By: WILSON JIMMY
 Classification: Field

Appraised For: ELIZABETH TUCKLER / SEDGWICK CMS

Condition Code: Good
 Date of Loss: 3/ 2/2023
 Deductible: UNKNOWN
 File Number: 0873030022
 Claim Number: 4A23032KMGC-0001

Type of Loss: Collision

Insured: CITY OF DALTON
 Address: 532 N ELM ST, DALTON, GA 30721
 Telephone: Home Phone: (210) 332-1583

Mitchell Service: 911514

Description: 2016 Ford Fusion SE
 Body Style: 4D Sed
 VIN: 1FA6POH73G5118294
 Mileage: 50,460
 OEM/ALT: A
 Parts Profile: Rome
 Color: GREY
 Options:

Vehicle Production Date: 9/15
 Drive Train: 2.5L Inj 4 Cyl 6A FWD
 License: GV293A9 GA

Parts Profile Version: 2

PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, POWER PASSENGER SEAT
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR
 ANTI-THEFT SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY
 SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, CLOTH SEAT, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
Front Bumper							
1		BDY	OVERHAUL	Frt Bumper Cover Assy			2.4 #
2	100116	BDY	REMOVE/REPLACE	Frt Bumper Cover	Remanufactured	371.00	INC #
3		REF	REFINISH	Frt Bumper Cover			C 3.8
4	100369	BDY	REMOVE/REPLACE	R Frt Bumper Rivet 2@2.75	* W706737 S300	5.50	INC
5	100390	BDY	REMOVE/REPLACE	L Frt Bumper Rivet 2@2.75	* W706737 S300	5.50	INC
6	100370	BDY	REMOVE/INSTALL	Frt Bumper Emblem	Existing		INC r
7	100371	BDY	REMOVE/REPLACE	Frt Bumper Nut	* W707501 S900	2.75	INC
8	100391	BDY	REMOVE/REPLACE	L Frt Bumper Bracket	** QUAL REPL PART	32.00	INC #
9		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
10	100392	BDY	REMOVE/REPLACE	L Frt Bumper Pad	** QUAL REPL PART	22.00	0.1 #
11	100393	BDY	REMOVE/REPLACE	Frt Ctr Bumper Grille	** QUAL REPL PART	111.00	INC #
12	102628	BDY	REMOVE/REPLACE	Frt Bumper Grille Moulding	** QUAL REPL PART	42.00	INC #

This estimate has been re-calculated with a modified profile.

ESTIMATE RECALL NUMBER: 03/09/2023 15:04:49 0873030022

Mitchell Data Version: OEM: MAR_23_V

Alternate Parts: 03/17/2023 12:03:47

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Software Version: 7.1.242

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Page 1 of 5

13	100399	BDY	REMOVE/REPLACE	L Frt Bumper Grille	** QUAL REPL PART	73.00	INC
S1 14	100406	BDY	REMOVE/REPLACE	R Frt Lwr Bumper Valance Panel	DS7Z 17626 BA	104.53	INC
S1 15		REF	REFINISH	R Frt Lwr Valance Panel			C 0.5
S1 16	100407	BDY	REMOVE/REPLACE	L Frt Lwr Bumper Valance Panel	DS7Z 17626 BB	110.19	INC
S1 17		REF	REFINISH	L Frt Lwr Valance Panel			C 0.5
<u>Special/Manual Entry</u>							
S1 18	900500	BDY *	REMOVE/REPLACE	R Valance Panel Rivet 3@2.75	New	8.25	* 0.0*
S1 19	900500	BDY *	REMOVE/REPLACE	L Valance Panel Rivet 3@2.75	New	8.25	* 0.0*
<u>Front Bumper</u>							
S1 20	100118	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	ES7Z 17754 A	124.18	INC
21	100117	BDY	REMOVE/REPLACE	Frt Bumper Impact Bar	** QRP Certified	286.00	INC #
22		REF	REFINISH	Frt Impact Bar			1.0
23		BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
24		BDY	REMOVE/INSTALL	L Front Combination Lamp			INC #
<u>Grille</u>							
25	100119	BDY	REMOVE/REPLACE	Grille	** QRP Certified	129.00	0.3 #
26	100125	BDY	REMOVE/REPLACE	Otr Grille Moulding	** QUAL REPL PART	163.00	INC #
<u>Front Lamps</u>							
S1 27	100126	BDY	REPAIR	R Frt Combination Lamp Assembly	Existing		1.0*#
S1 28	100127	BDY	REMOVE/REPLACE	L Frt Combination Lamp Assembly	Remanufactured	239.00	* 0.3 #
29		BDY	CHECK/ADJUST	Headlamps			0.4
30	100139	BDY	REMOVE/REPLACE	L Frt Combination Lamp Bracket	** QUAL REPL PART	38.00	
31	103112	BDY	REMOVE/REPLACE	L Frt Combination Lamp Screw 2@3.75	* W702733 S450B	7.50	
<u>Cooling</u>							
S1 32	100204	BDY	REMOVE/INSTALL	Radiator			2.4 #
<u>Additional Costs & Materials</u>							
S1 33	936003		ADD'L COST	Coolant		36.00	*
<u>Cooling</u>							
S1 34	102391	BDY	REMOVE/REPLACE	R Cooling Rad Mtg Bracket	DG9Z 8A193 A	6.97	
S1 35	102392	BDY	REMOVE/REPLACE	L Cooling Rad Mtg Bracket	DG9Z 8A193 A	6.97	
S1 36	100161	BDY	REMOVE/REPLACE	R Upr Cooling Insulator	6G9Z 8125 A	7.30	
S1 37	100162	BDY	REMOVE/REPLACE	L Upr Cooling Insulator	6G9Z 8125 A	7.30	
<u>A/C / Heater/Ventilation</u>							
S1 38	101427	MCH	REMOVE/REPLACE	A/C Refrigerant Recovery -M			0.3
S1 39	103467	MCH	REMOVE/REPLACE	A/C Condenser -M	** QUAL REPL PART	186.00	0.8
S1 40		MCH	REMOVE/REPLACE	Evacuate & Recharge A/C -M			1.4
<u>Front Inner Structure</u>							
41	102782	BDY	REMOVE/REPLACE	Frt Body Support Reinf (Mag)	** QUAL REPL PART	253.00	3.6 #
42		REF	REFINISH	Support Reinforcement			1.0
43	102783	BDY	REMOVE/REPLACE	Frt Body Bracket 2@13.75	CP9Z 8182 B	27.50	
S1 44	102785	BDY	REMOVE/REPLACE	Frt Body Panel Assy (Com)	DS7Z 16138 C	468.73	INC #
45	102751	BDY	REMOVE/REPLACE	Frt Body Front Air Duct Housing	** QUAL REPL PART	104.00	INC #
S1 46	102760	BDY	REMOVE/INSTALL	R Frt Body Air Deflector	Existing		INC #
47	102761	BDY	REMOVE/REPLACE	L Frt Body Air Deflector	DS7Z 8311 B	18.47	INC #
48	102762	BDY	REMOVE/REPLACE	Lwr Frt Body Seal	DG9Z 2021702 G	58.72	
49	102763	BDY	REMOVE/REPLACE	Lwr Frt Body Radiator Support	** QRP Certified	122.00	INC #
50	101822	BDY	REMOVE/REPLACE	L Bumper Mounting Bracket (HSS) -S	DG9Z 17B750 B	61.93	0.8 #
51	101824	BDY	REPAIR	L Frt Body Frt Sidemember (HSS) -S	Existing		2.0*#
52		REF	REFINISH/REPAIR	L Frt Body Frt Sidemember (HSS) -S			0.5*
<u>Additional Operations</u>							
53	931127	MCH	ADD'L LABOR OP	Pre Repair Scan	Existing		0.5*
54	931128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.5*
<u>Special/Manual Entry</u>							
S1 55	900500	MCH *	ADD'L LABOR OP	OPUS Scan	Sublet	160.00	* 0.0*
<u>Front Inner Structure</u>							
S1 56	101828	MCH	REPAIR	Sub-Frame -M	Existing		2.0*
S1 57		REF	REFINISH/REPAIR	Sub-Frame -M			0.5*
<u>Body Components</u>							
S1 58	931105	MCH	ALIGN	Four Wheel Alignment	Sublet	156.95	* 0.0*
<u>Additional Costs & Materials</u>							
S1 59	936012		ADD'L COST	Hazardous Waste Disposal		3.00	*
60	936014		ADD'L COST	Flex Additive		8.00	*
<u>Additional Operations</u>							
61	933006	BDY *	ADD'L OPR	Frame/Rack Set Up			2.0*

This estimate has been re-calculated with a modified profile.

ESTIMATE RECALL NUMBER: 03/09/2023 15:04:49 0873030022

Mitchell Data Version: OEM: MAR_23_V

Alternate Parts: 03/17/2023 12:03:47

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62	933031	BDY*	ADD'L OPR	Pull For Mash			2.0*
63		REF	ADD'L OPR	Clear Coat			1.7
64	933003	REF	ADD'L OPR	Tint Color			0.5*
<u>Special/Manual Entry</u>							
65	900500	BDY*	REMOVE/REPLACE	Mask for Overspray	** QUAL REPL PART	5.00	0.3*
66	900500	BDY*	ADD'L LABOR OP	D&R Battery	Existing		0.3*
<u>Additional Costs & Materials</u>							
67			ADD'L COST	Paint/Materials		360.00	*

56

MEMO

TO: Mechelle Champion
Finance

FROM: Martha Lopez
Police Department

DATE: April 11, 2023

SUBJECT: Sedgwick Claims Management Services, Inc – Insurance Claim Payment for Vehicle #11-16 Crash

Please deposit the attached \$3,705.05 check from Sedgwick Claims Management Services, Inc. This is payment for claim #C366021138-0002-01 for accident report #23-001352 involving our vehicle #11-16 driven by Shaun Scott.

This money will need to be moved to our Patrol / Vehicle Repairs & Maintenance (322300 / 522230) line.

I have enclosed copies of the accident report and all the documentation provided to us concerning the insurance claim.

Please send a copy of the receipt.

Thank you.

Sedgwick Claims Management Services, Inc
PO Box 14512
Lexington, KY 40512



0002831-0010857 0106 001 511324 SWK



CITY OF DALTON
ATTN: MARTHA LOPEZ
P.O. BOX 1205
DALTON GA 30722

DATE	CHECK AMOUNT	CHECK NUMBER
03/14/2023	3,705.05	134074040
PAYEE	TAX ID	
CITY OF DALTON	None	
SCMS UNIT	PAGE	
660 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
CITY OF DALTON	03/02/2023	C386021138-0002-01
Amt Paid: 3,705.05	Description: Partial loss	
Dates: 03/13/2023 - 03/13/2023	Comment: INDEMNITY 2016 FORD FUSION VIN 8294	

SWK:RM,SDM,00,NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick as agent for Argonaut Insurance
Argonaut Great Central Insurance Company

ORIGIN
6609545 Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 03/14/2023

134074040

62-22
311

PAY: *****THREE THOUSAND SEVEN HUNDRED FIVE AND 05/100 DOLLARS

\$3,705.05

PAY TO
THE
ORDER
OF
CITY OF DALTON

Sedgwick

MEMO: _____

Argonaut Insurance Company, Principal
Sedgwick Claims Management Services, Inc., Agent By:

134074040 03 100225 2079950059703

Date: 3/17/2023 12:23 PM
 Estimate ID: 0873030022
 Estimate Version: 1
 Supplement: 1 (F F) 3/17/2023 12:21:29
 Profile ID: * PDA GA
 Quote ID: 120255069

Alacrity Solutions - Chattanooga, TN

P.O. Box 471909, Fort Worth, TX 76147
 (888) 970-0244
 Fax: (800) 866-4732
 Email: chattanooga@alacritysas.com

Not An Authorization For repair
 Read disclaimers following appraisal calculations.

Damage Assessed By: WILSON JIMMY
 Supplemented By: WILSON JIMMY
 Classification: Field

Appraised For: ELIZABETH TUCKLER / SEDGWICK CMS

Condition Code: Good
 Date of Loss: 3/ 2/2023
 Deductible: UNKNOWN
 File Number: 0873030022
 Claim Number: 4A23032KMGC-0001

Type of Loss: Collision

Insured: CITY OF DALTON
 Address: 532 N ELM ST, DALTON, GA 30721
 Telephone: Home Phone: (210) 332-1583

Mitchell Service: 911514

Description: 2016 Ford Fusion SE
 Body Style: 4D Sed
 VIN: 1FA6POH73G5118294
 Mileage: 50,460
 OEM/ALT: A

Vehicle Production Date: 9/15
 Drive Train: 2.5L Inj 4 Cyl 6A FWD
 License: GV293A9 GA

Parts Profile: Rome
 Color: GREY

Parts Profile Version: 2

Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, POWER PASSENGER SEAT
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR
 ANTI-THEFT SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY
 SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, CLOTH SEAT, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
Front Bumper							
1		BDY	OVERHAUL	Frt Bumper Cover Assy			2.4 #
2	100116	BDY	REMOVE/REPLACE	Frt Bumper Cover	Remanufactured	371.00	INC #
3		REF	REFINISH	Frt Bumper Cover			C 3.8
4	100369	BDY	REMOVE/REPLACE	R Frt Bumper Rivet 2@2.75	* W706737 S300	5.50	INC
5	100390	BDY	REMOVE/REPLACE	L Frt Bumper Rivet 2@2.75	* W706737 S300	5.50	INC
6	100370	BDY	REMOVE/INSTALL	Frt Bumper Emblem	Existing		INC
7	100371	BDY	REMOVE/REPLACE	Frt Bumper Nut	* W707501 S900	2.75	INC
8	100391	BDY	REMOVE/REPLACE	L Frt Bumper Bracket	** QUAL REPL PART	32.00	INC #
9		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
10	100392	BDY	REMOVE/REPLACE	L Frt Bumper Pad	** QUAL REPL PART	22.00	0.1 #
11	100393	BDY	REMOVE/REPLACE	Frt Ctr Bumper Grille	** QUAL REPL PART	111.00	INC #
12	102628	BDY	REMOVE/REPLACE	Frt Bumper Grille Moulding	** QUAL REPL PART	42.00	INC #

This estimate has been re-calculated with a modified profile.

ESTIMATE RECALL NUMBER: 03/09/2023 15:04:49 0873030022

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Date: 3/17/2023 12:23 PM
Estimate ID: 0873030022
Estimate Version: 1
Supplement: 1 (F F) 3/17/2023 12:21:29
Profile ID: * PDA GA
Quote ID: 120255069

13	100399	BDY	REMOVE/REPLACE	L Frt Bumper Grille	** QUAL REPL PART	73.00	INC
S1 14	100406	BDY	REMOVE/REPLACE	R Frt Lwr Bumper Valance Panel	DS7Z 17626 BA	104.53	INC
S1 15		REF	REFINISH	R Frt Lwr Valance Panel			C 0.5
S1 16	100407	BDY	REMOVE/REPLACE	L Frt Lwr Bumper Valance Panel	DS7Z 17626 BB	110.19	INC
S1 17		REF	REFINISH	L Frt Lwr Valance Panel			C 0.5
<u>Special/Manual Entry</u>							
S1 18	900500	BDY *	REMOVE/REPLACE	R Valance Panel Rivet 3@2.75	New	8.25	* 0.0*
S1 19	900500	BDY *	REMOVE/REPLACE	L Valance Panel Rivet 3@2.75	New	8.25	* 0.0*
<u>Front Bumper</u>							
S1 20	100118	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	ES7Z 17754 A	124.18	INC
21	100117	BDY	REMOVE/REPLACE	Frt Bumper Impact Bar	** QRP Certified	286.00	INC #
22		REF	REFINISH	Frt Impact Bar			1.0
23		BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
24		BDY	REMOVE/INSTALL	L Front Combination Lamp			INC #
<u>Grille</u>							
25	100119	BDY	REMOVE/REPLACE	Grille	** QRP Certified	129.00	0.3 #
26	100125	BDY	REMOVE/REPLACE	Otr Grille Moulding	** QUAL REPL PART	163.00	INC #
<u>Front Lamps</u>							
S1 27	100126	BDY	REPAIR	R Frt Combination Lamp Assembly	Existing		1.0*#
S1 28	100127	BDY	REMOVE/REPLACE	L Frt Combination Lamp Assembly	Rmanufactured	239.00	* 0.3 #
29		BDY	CHECK/ADJUST	Headlamps			0.4
30	100139	BDY	REMOVE/REPLACE	L Frt Combination Lamp Bracket	** QUAL REPL PART	38.00	
31	103112	BDY	REMOVE/REPLACE	L Frt Combination Lamp Screw 2@3.75	* W702733 S450B	7.50	
<u>Cooling</u>							
S1 32	100204	BDY	REMOVE/INSTALL	Radiator			2.4 #
<u>Additional Costs & Materials</u>							
S1 33	936003		ADD'L COST	Coolant		36.00	*
<u>Cooling</u>							
S1 34	102391	BDY	REMOVE/REPLACE	R Cooling Rad Mtg Bracket	DG9Z 8A193 A	6.97	
S1 35	102392	BDY	REMOVE/REPLACE	L Cooling Rad Mtg Bracket	DG9Z 8A193 A	6.97	
S1 36	100161	BDY	REMOVE/REPLACE	R Upr Cooling Insulator	6G9Z 8125 A	7.30	
S1 37	100162	BDY	REMOVE/REPLACE	L Upr Cooling Insulator	6G9Z 8125 A	7.30	
<u>A/C / Heater/Ventilation</u>							
S1 38	101427	MCH	REMOVE/REPLACE	A/C Refrigerant Recovery -M			0.3
S1 39	103467	MCH	REMOVE/REPLACE	A/C Condenser -M	** QUAL REPL PART	186.00	0.8
S1 40		MCH	REMOVE/REPLACE	Evacuate & Recharge A/C -M			1.4
<u>Front Inner Structure</u>							
41	102782	BDY	REMOVE/REPLACE	Frt Body Support Reinf (Mag)	** QUAL REPL PART	253.00	3.6 #
42		REF	REFINISH	Support Reinforcement			1.0
43	102783	BDY	REMOVE/REPLACE	Frt Body Bracket 2@13.75	CP9Z 8182 B	27.50	
S1 44	102785	BDY	REMOVE/REPLACE	Frt Body Panel Assy (Com)	DS7Z 16138 C	468.73	INC #
45	102751	BDY	REMOVE/REPLACE	Frt Body Front Air Duct Housing	** QUAL REPL PART	104.00	INC #
S1 46	102760	BDY	REMOVE/INSTALL	R Frt Body Air Deflector	Existing		INC #r
47	102761	BDY	REMOVE/REPLACE	L Frt Body Air Deflector	DS7Z 8311 B	18.47	INC #
48	102762	BDY	REMOVE/REPLACE	Lwr Frt Body Seal	DG9Z 2021702 G	58.72	
49	102763	BDY	REMOVE/REPLACE	Lwr Frt Body Radiator Support	** QRP Certified	122.00	INC #
50	101822	BDY	REMOVE/REPLACE	L Bumper Mounting Bracket (HSS) -S	DG9Z 17B750 B	61.93	0.8 #
51	101824	BDY	REPAIR	L Frt Body Frt Sidemember (HSS) -S	Existing		2.0*#
52		REF	REFINISH/REPAIR	L Frt Body Frt Sidemember (HSS) -S			0.5*
<u>Additional Operations</u>							
53	931127	MCH	ADD'L LABOR OP	Pre Repair Scan	Existing		0.5*
54	931128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.5*
<u>Special/Manual Entry</u>							
S1 55	900500	MCH*	ADD'L LABOR OP	OPUS Scan	Sublet	160.00	* 0.0*
<u>Front Inner Structure</u>							
S1 56	101828	MCH	REPAIR	Sub-Frame -M	Existing		2.0*
S1 57		REF	REFINISH/REPAIR	Sub-Frame -M			0.5*
<u>Body Components</u>							
S1 58	931105	MCH	ALIGN	Four Wheel Alignment	Sublet	156.95	* 0.0*
<u>Additional Costs & Materials</u>							
S1 59	936012		ADD'L COST	Hazardous Waste Disposal		3.00	*
60	936014		ADD'L COST	Flex Additive		8.00	*
<u>Additional Operations</u>							
61	933006	BDY *	ADD'L OPR	Frame/Rack Set Up			2.0*

This estimate has been re-calculated with a modified profile.

ESTIMATE RECALL NUMBER: 03/09/2023 15:04:49 0873030022

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Alternate Parts: 03/17/2023 12:03:47

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Date: 3/17/2023 12:23 PM
 Estimate ID: 0873030022
 Estimate Version: 1
 Supplement: 1 (F F) 3/17/2023 12:21:29
 Profile ID: * PDA GA
 Quote ID: 120255069

62	933031	BDY*	ADD'L OPR	Pull For Mash		2.0*
63		REF	ADD'L OPR	Clear Coat		1.7
64	933003	REF	ADD'L OPR	Tint Color		0.5*
<u>Special/Manual Entry</u>						
65	900500	BDY*	REMOVE/REPLACE	Mask for Overspray	** QUAL REPL PART	5.00 * 0.3*
66	900500	BDY*	ADD'L LABOR OP	D&R Battery	Existing	0.3*
<u>Additional Costs & Materials</u>						
67			ADD'L COST	Paint/Materials		360.00 *

* - Judgment Item
 # - Labor Note Applies
 ** QRP Certified - Quality Replacement Parts - Certified
 ** QUAL REPL PART - Quality Replacement Parts
 C - Included In Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

HAYES WHOLESALE PARTS
 719 PIKE ST.
 LAWRENCEVILLE
 GA 30045
 (770) 963-6263 (800) 241-8124

KEYSTONE KEYSIQ
 1700 WEST PARKWAY SW
 ATLANTA
 GA 30336
 (404) 691-6930 (800) 476-1274

KEYSTONE-INS QUALITY PRT
 1700 WEST PARKWAY SW
 ATLANTA
 GA 30336
 (404) 691-6930 (800) 476-1274

39	** FO3030243	186.00	11	** FO1036148	111.00	8	** FO1042134	32.00
			13	** FO1038133C	73.00	10	** FO1032103	22.00
			21	** FO1006263C	286.00	12	** FO1044112	42.00
			25	** FO1200553PP	129.00	30	** FO2508106	38.00
			26	** FO1202103PP	163.00			
			41	** FO1227103C	253.00			
			45	** FO1206101	104.00			
			49	** FO1225219PP	122.00			

KEYSTONE PP
 1700 WEST PARKWAY SW
 ATLANTA
 GA 30336
 (404) 691-6930 (800) 476-1274

2	** FO1000680R	371.00
---	---------------	--------

Remarks
 INSURED IS TAX EXEMPT

Estimate Totals

		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
I. Labor Subtotals							II. Part Replacement Summary		
	Body	18.2	55.00	0.00	0.00	1,001.00		Taxable Parts	3,216.54
	Refinish	10.0	55.00	0.00	0.00	550.00			
	Mechanical	5.5	125.00	0.00	316.95	1,004.45		Total Replacement Parts Amount	3,216.54
	Non-Taxable Labor					2,555.45			
	Labor Summary	33.7				2,555.45			

This estimate has been re-calculated with a modified profile.

ESTIMATE RECALL NUMBER: 03/09/2023 15:04:49 0873030022

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Alternate Parts: 03/17/2023 12:03:47

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MEMO

TO: Mechelle Champion
Finance

FROM: Martha Lopez
Police Department

DATE: February 2, 2023

SUBJECT: Country Financial – Insurance Claim Payment for Vehicle #19-15 Crash

Please deposit the attached \$7,071.01 check from Country Financial – Country Casualty Insurance Company. This is payment for claim #600-0573235 for accident report #C000868832-01 from the Georgia State Patrol involving our vehicle #19-15 driven by Christopher Sosa. This money will need to be moved to our Patrol / Vehicle Repairs & Maintenance (322300 / 522230) line.

I have enclosed copies of the accident report and all the documentation provided to us concerning the insurance claim.

Please send a copy of the receipt.

Thank you.



COUNTRY Casualty Insurance Company
P.O. Box 2100, Bloomington, Illinois 61702-2100

Dalton Police Dept
535 N Elm St
Dalton, GA 30720

Policy Number: CA5493031
Billing Number: 8674873
Policyholder: WALTERS JAMES T & KRISTI L &

Claim Number: 600-0573235
Date of Loss: 12/03/2022
04782

Ref/Invoice:
Patient Name:

Payment Date: December 22, 2022

Date Of Service:

Pay To The Order Of: Dalton Police Dept

Payment Amount: \$7,071.01

In Payment For: Property Damage Liability

\$7,071.01

If you have any questions concerning this payment, please contact:
Ken Bell, Claims Representative
(800)282-6734
ken.bell@countryfinancial.com

THE ORIGINAL DOCUMENT HAS A WATER-SOLUBLE INKER WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

COUNTRY FINANCIAL

20438662

December 22, 2022

COUNTRY Casualty Insurance Company
P.O. Box 2100, Bloomington, Illinois 61702-2100

The Northern Trust Company, Payable through Oakbrook Terrace, IL

Policy Number	Ref/Invoice No./Patient Name	Date Of Service
CA5493031		

Seven thousand seventy one and 01/100 DOLLARS \$7,071.01

PAY TO THE ORDER OF
Dalton Police Dept

NOT VALID AFTER 180 DAYS

Alan Dedds

20438662

1071923828 3510129110



12/22/2022

Dalton Police Dept
Attention Officer Lane
301 Jones St
Dalton, GA 30720-3462

Re: Claim Number: 600-0573235
Date of Loss: 12/03/2022

Dalton Police Dept,

We've included an estimate and have mailed your \$7,071.01 payment for the repair of your vehicle damaged in an accident on 12/03/2022.

You may have the repairs made by the shop of your choice. We don't have a preferred repair facility.

Your estimate

The parts and services included in the estimate are based on an initial inspection of the damages to your vehicle. It's possible your shop will charge more for the parts and services than the estimate.

If during repairs your shop finds damage or recommends other parts and services not reflected on the estimate, they will need to document those additions and get our approval before we can make any additional payment.

Unless we have agreed in advance to additional charges, you will be responsible for any amount exceeding the estimate. If you're unable to get repairs completed for the amount of the estimate and you believe it is in error, please contact me immediately.

Repair of your vehicle

To expedite the repair process:

- Provide a copy of this letter and the estimate to your shop as soon as possible. If they agree with the estimate, authorize them to order the parts.
- Schedule your vehicle for repair once you've been notified the parts are in. Keep in mind that repairs starting on a Monday usually get done more quickly, and ordering parts after the vehicle is scheduled for repair could lengthen the time for the repairs.

Once repairs to your vehicle have been completed to your satisfaction, you'll be responsible for paying the repair shop using the initial payment we made to you.

Contact

Please contact me if you have any questions. Thank you for your cooperation as we've worked your claim.

Sincerely,

COUNTRY Casualty Insurance Company®
Bloomington, IL

Ken Bell
Claims Rep Sr
(800)282-6734
Fax: (866)255-7961
ken.bell@countryfinancial.com

Notice to third party claimants: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

**IANet Accurate Nationwide Appraisals -
2299**

Workfile ID:

669705e0

<https://ianetwork.net/supplements/>
22044 NORTH 44TH STREET, SUITE 200
PHOENIX, AZ 85050
Phone: (480) 596-1105, FAX:(480) 596-1140
supplements@ianetwork.net

For:

IANET

COUNTRY FINANCIAL
COUNTRY Financial

Estimate of Record

Owner: Dalton Police Dept

Job Number: 1261424

Written By: Darrin Barnes
Adjuster: Bell, Ken

Insured:
Type of Loss: Liability
Point of Impact: 06 Rear

Policy #:
Date of Loss: 12/3/2022 7:00 AM

Claim #: 600-0573235-0
Days to Repair: 11

Owner:
Dalton Police Dept
301 Jones St
Dalton, GA 30720
(706) 278-9085 Cell

Inspection Location:
OFFICER M LANE
535 NORTH ELM STREET
Dalton, GA 30720
Other
(706) 278-9085 Day

Repair Facility:
UNKNOWN

VEHICLE

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI BLACK/WHITE

VIN: 1FAHP2MK5FG194276
License: GV4165F
State: GA

Production Date: 9/2015
Odometer: 89,809
Condition: Good

Interior Color: GRAY
Exterior Color: BLACK/WHITE

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors

Tinted Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions

Cindy Jackson

From: Misty West <mwest@daltonga.gov>
Sent: Wednesday, April 5, 2023 9:36 AM
To: Cindy Jackson
Subject: FW: Message from Public Works Admin Copier
Attachments: SPublic Wor23040416060.pdf

Cindy,

We are going to need a budget amendment request for \$7450.00 for a new a/c unit. Attached are the 3 quotes. What do I need to do for this?

Thank you,

Misty

From: Chad Townsend <ctownsend@daltonga.gov>
Sent: Tuesday, April 4, 2023 5:11 PM
To: Misty West <mwest@daltonga.gov>; Tosha Haynes <thaynes@daltonga.gov>
Subject: FW: Message from Public Works Admin Copier

Misty,

See attached quotes for the heating and air unit replacement. We have told Grassy Mountain to proceed seeing as how they are the lowest quote and given that you are currently without any heat or air. All three scopes provided from the three different vendors are comparable.

Tosha – How does Misty need to go about getting the requisition number/PO number to give to Grassy Mountain?

Thank You

Chad Townsend
Director - Public Works Department
Office: 706.278.7077
Direct: 706.277.7254
Email: ctownsend@daltonga.gov



From: scanner <scanner@daltonga.gov>
Sent: Tuesday, April 4, 2023 5:06 PM
To: Chad Townsend <ctownsend@daltonga.gov>
Subject: Message from Public Works Admin Copier

Grassy Mountain Heating and Air

170 Coulter Road
CHATSWORTH, GA 30705

706-313-6715

Estimate

DATE 3/29/2023

INVOICE #

Customer ID

BILL TO

Dalton City

DESCRIPTION	quantity	AMOUNT
Total job cost for removal of existing 4 ton Trane air handler located above drop ceiling and reinstall of new 4 ton American Standard/Trane air handler. Existing outdoor condenser will also be replaced with new 4 ton SEER 2 high efficiency heat pump condenser. Upon completion a system start up will performed to ensure system is working properly.		

Subtotal

OTHER COMMENTS

Parts

Labor

TOTAL

7,450.00

any questions about this invoice, please contact
grassymountainair@gmail.com

Thank You For Your Business!

*Other quotes:
Dalton Heating & Air \$8,500
Jake Marshall Service \$9,990*

Cindy Jackson

From: Greg Batts <gbatts@daltonga.gov>
Sent: Thursday, March 2, 2023 9:46 AM
To: Cindy Jackson; Mechelle Champion
Subject: RE: Vickie's Payout

It looks like she has 360 hours left including the current pay period. I've been inputting her sick/vacation time in timeclock plus from our budget.

Greg Batts, SPHR, SHRM-SCP

Director, Human Resources
City of Dalton, Georgia
P.O. Box 1205
Dalton, GA 30722
Phone: 706.529.2422
Fax: 706.281.1264



Character is much easier kept than recovered.
Thomas Paine

Jan - Feb paid 324 hours
360 ✓

684

2080

- 1,396 hours left

IMPORTANT NOTICE: This information is intended only for the individual/organization named above. If you received this in error, please call 706-281-1267 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that email communication with this office may be subject to public disclosure.

From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Thursday, March 2, 2023 9:33 AM
To: Mechelle Champion <mchampion@daltonga.gov>; Greg Batts <gbatts@daltonga.gov>
Subject: Vickie's Payout
Importance: High

Mechelle – Please continue to process Vickie's payout through the HR budget.

Greg – Will you let me know how many more hours Vickie has left to be paid including the 80 hours for next Friday's payroll? I will do a budget amendment to move whatever is remaining to Finance.

Thanks!

Cindy Jackson, CPA
Chief Financial Officer



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 15, 2023

Agenda Item: Floor Maintenance Agreement - City Hall

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Original Agreement was reviewed/approved

Cost: \$4,945.92

Funding Source if Not in Budget Budgeted in Building Maintenance

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

Cleaning of carpet on all floors of City Hall. Stripping and waxing of all breakrooms

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500	Fax (706) 278-8245	Date 05/04/23
				Job Name PCDA/City Hall Cleaning Maintenance		Job # 198860
Street P.O. Box 1205				Job Street P.O. Box 1205		Proposal ID 361682
City, State and Zip Dalton, GA 30722	Architect	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30722	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	\$2,137.24
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,073.60
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2023 - 2024) Yearly Cleaning Maintenance).	\$735.08
Base Bid Total:	\$4,945.92

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: **Tony Gladson** **Tony Gladson** Cell: (706) 463-3958 **\$4,945.92**
Email: **tony.gladson@spectracf.com**

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: City of Dalton Signed: _____ Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/15/2023

Agenda Item: First Amendment to Airport Paving Contract with NWGA Paving, Inc.

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

First amendment to contract for Apron Rehabilitation Phase II at Dalton Municipal Airport. Amendment is to insert a required Federal Grant clause regarding procurement of recovered materials. We were aware that this clause had been mistakenly left out before going to contract but due to time constraints had to execute the contract as it was and then initiate the amendment afterward. The contractor has agreed that this presents no material change in contract pricing and is only being added due to Federal Grant funding requirements that it be included.

STATE OF GEORGIA

COUNTY OF WHITFIELD

FIRST AMENDMENT TO CONTRACT FOR
APRON REHABILITATION – PHASE II

DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA

THIS FIRST AMENDMENT is made to the existing contact between the CITY OF DALTON, as Owner, and NORTHWEST GEORGIA PAVING, INC., as Contractor, to contract of April 5, 2023 for Apron Rehabilitation – Phase II at the Dalton Municipal Airport, Dalton, Georgia (“the Contract”) as follows:

In consideration of Ten and no/100's (\$10.00) Dollars and other good and valuable consideration, acknowledged by each party to be received of the other, including the obligations, duties, and payments to be made, kept, and observed under the Contract, the parties add as an Addendum to the Contract in Division 5 – FAA General Contract Provisions at page 161 of the Contract under SPECIAL PROVISION: Section 100 Construction Contract Clauses, Part III – MISCELLANEOUS CONTRACT PROVISIONS the following clause:

“R. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

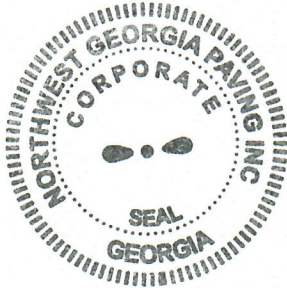
The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contract can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price."

The foregoing clause shall be and remain as part of the Contract as if originally contained therein.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT in triplicate this 10th day of May, 2023.



NORTHWEST GEORGIA PAVING, INC.

By: [Signature] L.S.

Title: Project Manager
(Seal)

Attest: [Signature] L.S.

Secretary

Signed and sealed in
the presence of:

[Signature] L.S.

[Signature] L.S.

CITY OF DALTON

By: _____ L.S.

Title: Mayor

Attest: _____ L.S.

City Clerk

Signed and sealed in
the presence of:

_____ L.S.

_____ L.S.

APPROVED AS TO FORM BEFORE
EXECUTION:

By: _____ L.S.

Attorney for City of Dalton



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 15, 2023

Agenda Item: Contract with GDOT to Receive State Grant Funding for Hangar Development at Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$750,000

Funding Source if Not in Budget General Fund

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

December of 2022 the Mayor and Council passed a resolution requesting \$2,250,000 in State funding assistance for hangar development at the Dalton Municipal Airport. The General Assembly granted this request during the 2023 Legislative Session and included the funding in the AFY22 State Budget. The monies will be allocated through Georgia Department of Transportation and require \$750,000 in local match funding. This request is to approve the funding contract with GDOT.

Revised March 14, 2023

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP023-9000-45(313)
PID - T008616

WHITFIELD

LIMITED PARTICIPATION

STATE OF GEORGIA ** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
FULTON COUNTY EITHER BY HAND OR STAMP.

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF DALTON (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

CONSTRUCT HANGAR DEVELOPMENT AT THE DALTON MUNICIPAL AIRPORT
IN DALTON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T008616/AP023-9000-45(313) WHITFIELD prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set

of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is THREE MILLION and 00/100 Dollars (\$3,000,000.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,250,000.00). This amount may be comprised of a combination of the following AIP and or AIG funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,250,000.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,250,000.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of SEVEN HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$750,000.00).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of

carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final

payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
OR

☐ is self-insured and all claims against SPONSOR will be handled

through_____.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Workmen's Compensation Insurance in accordance with the laws of the State of Georgia. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text

- messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State

of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

CITY OF DALTON:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

CITY OF DALTON

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION

GDOT PROJECT NUMBER: AP023-9000-45(313) WHITFIELD

PID-T008616

CONSTRUCT HANGAR DEVELOPMENT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	STATE FUNDS
Part 1 State Funds FY23							01225
1	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$2,250,000 OR 75%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$3,000,000 AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EA	3,000,000.00	\$1.00	\$3,000,000.00	75%	\$2,250,000.00
	Total Part 1 State Funds FY23				\$3,000,000.00		\$2,250,000.00
	Total Project Cost				\$3,000,000.00		\$2,250,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
State FY23	N/A	<u>\$2,250,000.00</u>	01225	AVIA
Total Maximum Obligation of State Funds this Contract:		\$2,250,000.00		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of the CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF DALTON
Solicitation/Contract No./ Call No. or Project Description:	T008616/AP023-9000-45(313) Whitfield Construct Hangar Development at the Dalton Municipal Airport in Dalton, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46948

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/10/2007

Date of Authorization

CITY OF DALTON

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF DALTON

EXHIBIT E

FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

**THIS CERTIFICATION REGARDING LOBBYING
DOES NOT APPLY TO THIS CONTRACT.**

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* SIGNATURE:

* DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

APRIL 25, 2023

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T008616/AP023-9000-45(313) WHITFIELD
CONSTRUCT HANGAR DEVELOPMENT AT THE DALTON MUNICIPAL AIRPORT IN DALTON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

ATTACHMENT 2
SPECIAL CONDITIONS

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: May 15, 2023
Agenda Item: Appointment of Court Administrator
Department: Administration
Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Appointment of Jason James as Court Administrator for Municipal Court