



**MAYOR AND COUNCIL MEETING
MONDAY, MARCH 06, 2023
6:00 PM
DALTON CITY HALL**

AGENDA

WORK SESSION - 5:00 P.M. – 3RD FLOOR CONFERENCE ROOM

1. Review of Draft Updated Charter with the Public Safety Commission

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

1. Mayor & Council Minutes of February 20, 2023

New Business:

2. Professional Services Agreement for Limited Asbestos Survey for John Davis Recreation Center with Terracon Consultants, Inc.
3. Contract with Georgia DOT for Grant Funding for Construction and Design Projects at Dalton Municipal Airport
4. Professional Services Agreement with BION Security for Fortinet Networking Equipment Deployment
5. Right of Way Encroachment Permit for 265 N Hamilton Street
6. Right of Way Encroachment Permit for 301 N Hamilton Street
7. FY-2022 Budget Amendment #6
8. FY- 2023 Budget Amendment #1
9. Master Professional Services Agreement - Deckard Technologies Inc.

- [10.](#) Intergovernmental Agreement with Dalton-Whitfield County Joint Development Authority for Coronet Drive Stormwater Project
- [11.](#) Resolution 23-05 Approving Introduction and Passage of Local Acts in the 2023 Regular Session of the General Assembly of Georgia To Provide for Local Referenda of The Electors of The City of Dalton To Consider Approval of Increases to The Homestead Exemptions from City of Dalton Ad Valorem Taxes for Certain Persons and For Other Purposes
- [12.](#) Ordinance 23-01 The request of Melanie Honig to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.21 acres located at NE corner of Tyler Street and Chattanooga Avenue. Parcel (12-200-01-025).
- [13.](#) Ordinance 23-02 The request of Sergio Paez to rezone from Rural Residential (R-5) to Neighborhood Commercial (C-1) a tract of land totaling 0.22 acres located at 401 Hawthorne Street. Parcel (12-200-14-001).
- [14.](#) Ordinance 23-04 The request of Bryan Spence to rezone from Rural Residential (R-5) and High Density Residential (R-7) to Zero Lot Line Residential (R-4) a tract of land totaling 2.849 acres located on Sheridan Avenue. Parcels (12-254-45-000 and 12-254-06-001) (County+City).
- [15.](#) Reappointment of Earl Boyd to the Dalton Airport Authority for a 5-year Term to Expire December 31, 2027.
- [16.](#) Appointment of Brenda Barrett to the Dalton Housing Authority for a 1-year Resident Member Term to Expire October 14, 2023.
- [17.](#) Appointment of Zach Adamson to the Dalton Housing Authority for a 5-year Term to Expire October 14, 2027.

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 20, 2023

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

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. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Work Session and Regular Meeting Minutes of February 6, 2023. On the motion of Council member Sams, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

(2) 2023 NEW ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the following applications:

1. Business Owner: Tacos La Dona, LLC
d/b/a: Tacos La Dona
Applicant: Maria R. Maldonado Saucedo
Business Address: 700 Redwine St. Suite 2
License Type: Pouring Beer (Restaurant)
Disposition: **New**

2. Business Owner: Cigar Tyme Lounge, LLC
d/b/a: Cigar Tyme Lounge
Applicant: Juan Carlos Escudero
Business Address: 267 N. Hamilton St.
License Type: Pouring Liquor (Lounge)
Disposition: **License Addition**

The vote was unanimous in favor.

RENEWAL OF THE SERVICE AGREEMENT BETWEEN POLICE DEPARTMENT AND THOMPSON REUTERS

Police Chief Cason reviewed with the Mayor and Council the renewal Service Agreement between the Police Department and Thompson Reuters for CLEAR PRO Gov Law Enforcement Investigator Plus Software Access. On the motion of Council member Goodlett, second Council member Sams, the Service Agreement was approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH GAMETIME FOR CIVITAN PARK PLAYGROUND REPLACEMENT

Recreation Director Caitlin Sharpe presented the General Construction Agreement with GameTime for Civitan Park Playground Replacement in the amount of \$349,359.73 to be paid from 2022 Capital Improvements Projects. On the motion of Council member Goodlett, second Council member Sams, the Agreement was approved. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH CLC PHOTOGRAPHY – DALTON PARKS AND RECREATION DEPARTMENT

Recreation Director Caitlin Sharpe presented Contract for Services with CLC Photography for Dalton Parks and Recreation Department’s Youth Sports Photography Services for 2023-2025. On the motion of Council member Sams, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor.

ORDINANCE 23-03 - ANNEXATION REQUEST OF MARIA E. GONZALES & EDGAR HURTADO

The Mayor and Council reviewed Ordinance 23-03 The request of Maria E. Gonzales & Edgar Hurtado to annex 0.17 acres located at 1517 Hale Bowen Drive, Dalton, GA into the City of Dalton as Medium Density Single Family Residential (R-3). Parcel (12-179-02-048). On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved the annexation with stipulations regarding the pickup of garbage service and fire suppression as listed in the Ordinance. The vote was unanimous in favor.

RESOLUTION 23-04 AUTHORIZING MUNICIPAL PROPERTY EXCHANGE FOR UTILITY EASEMENTS

City Administrator Andrew Parker presented Resolution 23-04 Authorizing Municipal Property Exchange for Utility Easements for an easement relocation of the Hammond Creek Transmission Line. On the motion of Council member Goodlett, second Council member Mock, the Resolution was approved. The vote was unanimous in favor.

ENCROACHMENT PERMIT FOR BUCKIN BURRITO

Public Works Director Chad Townsend presented the Encroachment Permit for Buckin Burrito at 212 N. Hamilton Street. Townsend stated Buckin Burrito is requesting for right of way encroachment for the installation of an awning at 212 North Hamilton Street. On the motion of Council member Sams, second Council member Goodlett, the request was approved. The vote was unanimous in favor.

BUCKIN BURRITO AWNING APPEAL

City Administrator Andrew Parker presented the Awning Appeal for Buckin Burrito at 212 N. Hamilton Street. Parker stated Buckin Burrito is appealing the decision of the Historic Preservation Commission for their awning request. Parker stated the Council would need to vote on the request because the HPC Committee on February 9, 2023 ended in a tie vote. On the motion of Council member Goodlett, second Council member Mock, the Appeal was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:15 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	March 6, 2023
Agenda Item:	Professional Services Agreement for Limited Asbestos Survey for John Davis Recreation Center with Terracon Consultants, Inc.
Department:	Recreation
Requested By:	Caitlin Sharpe
Reviewed/Approved by City Attorney?	Yes
Cost:	\$5,800
Funding Source if Not in Budget	2020 SPLOST

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

This request is to approve the Professional Services Agreement and Proposal with Terracon Consultants, Inc to complete a limited asbestos survey of the administrative offices of John Davis Recreation Center. The scope of work included in this proposal must be completed prior to the demolition and remodeling of the building.

See the attached proposal for additional information.

CITY OF DALTON

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this _____ day of _____, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Terracon Consultants, Inc. (Terracon), hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on March 17, 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 March, 2023.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 5,800 Dollars for the complete performance of the project and terms of this Agreement. Sum includes 120 bulk samples; any additional samples required based on site conditions and AHERA asbestos sampling protocols, will be invoiced at \$20.00 each.

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

8. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

9. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

(b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;

(c) to use only properly licensed employees or subcontractors for any work requiring

a specialty or professional license issued by the State of Georgia;

- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner 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.

10. 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, to the extent resulting from the negligence, willful acts, with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation,

reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

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

11. **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, except Professional Liability, shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

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

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

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

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

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

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

12. **ASSIGNMENT:** CONSULTANT may not assign all or any portion of the

professional services. CONSULTANT is not liable for unauthorized reuse or modification of its work product.

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.

17. 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.

18. 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,

19. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions. Notwithstanding the foregoing, CONSULTANT shall provide the services on an as-requested basis with scheduling by the CITY.

(g) 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. Nothing in this Agreement shall prevent CONSULTANT from complying with a court order or subpoena. During the term of this Agreement, Consultant shall promptly notify City of receipt of any court order or subpoena for information and documentation regarding the project.

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

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit A – Terracon Proposals for:

John H. Davis Recreation Center (Administration Building)
904 Civic Drive
Dalton, Whitfield County, Georgia



51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406-1030
P 423-499-6111
F 423-499-8099
Terracon.com

February 16, 2023

City of Dalton, Georgia
PO Box 1205
Dalton, GA 30722-1205

Attn: City of Dalton
P: 706-278-7077

RE: Proposal for Limited Asbestos Survey
John H. Davis Recreation Center (Administration Building)
904 Civic Drive
Dalton, Whitfield County, Georgia
Terracon Proposal No. PE2237027

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to perform a limited asbestos survey at the above-referenced location.

A. PROJECT INFORMATION

Work will be performed under the Agreement for Services between Terracon and the City of Dalton, Georgia (the Client). We understand the purpose of this sampling is to identify asbestos-containing materials (ACM) in the proposed renovation areas of the existing 2-story John Davis Recreation Center building (site). Further, Terracon understands the renovation area is limited to the 2-story masonry building (Administration Building) located west of the swimming pool and northwest of the 1-story connector building and 2-story gymnasium building. T Windows and doors of the Administration Building are also planned for the renovation. The roof is not being planned for renovation.

Terracon also understands that the single-story connector and 2-story gymnasium portion of the John Davis Recreation Center are being planned for demolition. However, Terracon is not surveying the portion of the building that is being planned for demolition. The City of Dalton Fire Department will provide inspection and oversight when the City of Dalton Public Works Department demolishes the

remaining portions of the John H. Davis Recreation Center building. Architect drawing sheet A0.01 depicting the site and demolition plans were provided to Terracon from the City of Dalton, Georgia and is included as an attachment to this proposal. The site renovation and demolition drawing (Sheet A0.01) was completed by Gregg Sims, Architect, and dated January 27, 2023. Based on the renovation / demolition drawings, Terracon will assess the 5,908 square foot Administration Building. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

B. SCOPE OF SERVICES

Limited Asbestos Survey

Terracon will mobilize a team of Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos building inspectors to conduct the limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the proposed interior renovation areas and limited exterior areas to identify materials suspected of containing asbestos (suspect ACM) such mastic and floor tiles (i.e., miscellaneous materials). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

Sample collection will result in some isolated damage to the materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling which requires demolition or destructive activities such as dismantling of equipment or removal of protective coverings. The roof is not part of the renovation plans; therefore, Terracon will not access the roof.

Moody Labs, a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), will analyze bulk material samples by visual estimation using Polarized Light Microscopy (PLM). If PLM results merit re-analysis by the more quantitative point counting technique, Terracon will contact the Client for authorization if additional costs will be incurred.

In accordance with federal regulations, only those materials containing greater than 1% asbestos will be reported as asbestos-containing. However, materials

containing less than 1% asbestos will also be identified because the owner will have a duty under the Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (HAZCOM, 29 CFR 1910.1200) to provide information to contractors regarding the presence of potential cancer-causing agents.

Schedule

The above scope of services may be scheduled within 5 working days following receipt of the executed Agreement for Services. Standard turnaround time for laboratory analytical results is 5 business days from their receipt. Laboratory analytical results may be expedited at an additional charge. Analytical results will be forwarded upon receipt. A written report will be completed within 10 business days from receipt of all laboratory analytical results.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment;
- A building management representative during inspections of occupied areas;
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization;
- Client will provide, if available, building plans in AutoCAD format; and
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Report

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. No drawings depicting the location and extent of ACM or estimates of ACM removal costs will be provided unless specifically requested in advance by the Client (an additional fee will apply). A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Prior to final report issuance, the Client may request paper copies at a charge of \$50.00 per report copy.

Reliance

The limited asbestos survey report (Report) will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the Report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the Report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the Report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

Reliance on the Report by the Client and all authorized parties will be subject to the terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the Report.

C. COMPENSATION

The services described above will be performed for a lump sum fee of \$5,800 (20 business day turn from Client authorization for final report). This fee includes PLM analysis of up to 120 bulk material samples and assumes a single site mobilization. Additional samples, if required based on site conditions and AHERA asbestos sampling protocols, will be invoiced at \$20.00 each.

Terracon's invoice will be submitted to the address appearing above upon completion of the proposed services. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the limited survey, you will be contacted for discussion and approval of such changes before we proceed.

If this proposal meets with your approval, work may be initiated by returning a countersigned copy of the attached Agreement for Services to Brian W. Watson in our Chattanooga office (bwwatson@terracon.com). We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Sincerely,
Terracon Consultants, Inc.



Brian W. Watson
Senior Environmental Scientist



George K. Flores, P.E.
Authorized Project Reviewer


Attachments: Agreement for Services
Renovation / Demolition drawings A0.01

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Dalton GA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the John H. Davis Recreation Center – Administration Building project ("Project"), as described in Consultant's Proposal dated 02/16/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

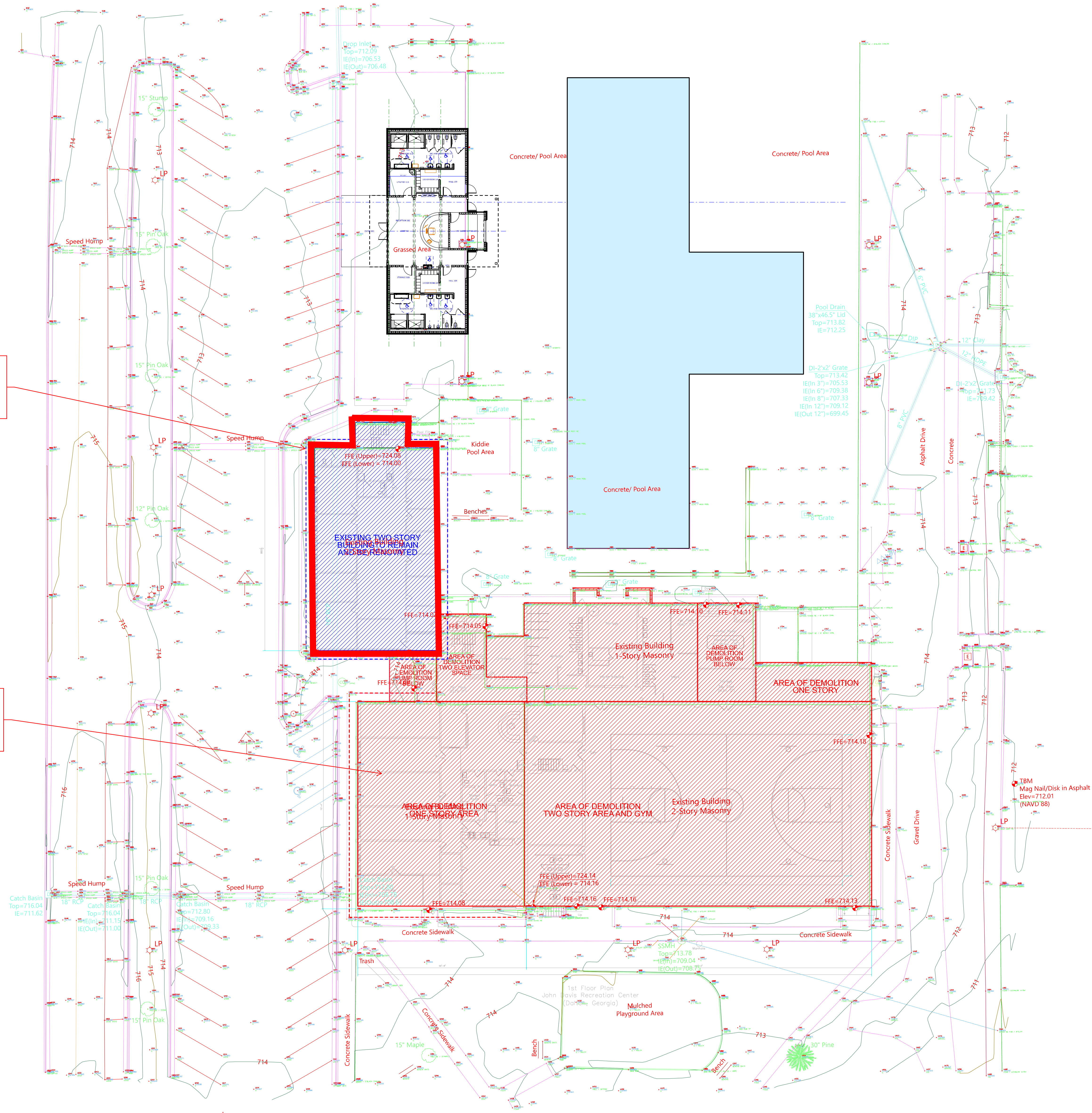
1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc. By:  Name/Title: George K. Flores / Office Manager Address: 51 Lost Mound Dr, Ste 135 Chattanooga, TN 37406-1030 Phone: (423) 499-6111 Fax: (423) 499-8099 Email: gkflores@terracon.com	Client: City of Dalton GA By: _____ Name/Title: _____ Address: _____ Phone: _____ Fax: _____ Email: _____
Date: 2/14/2023	Date: _____

Administration Building - Limits of Terracon's Limited Asbestos Survey

Not included in Terracon's Scope of Services.

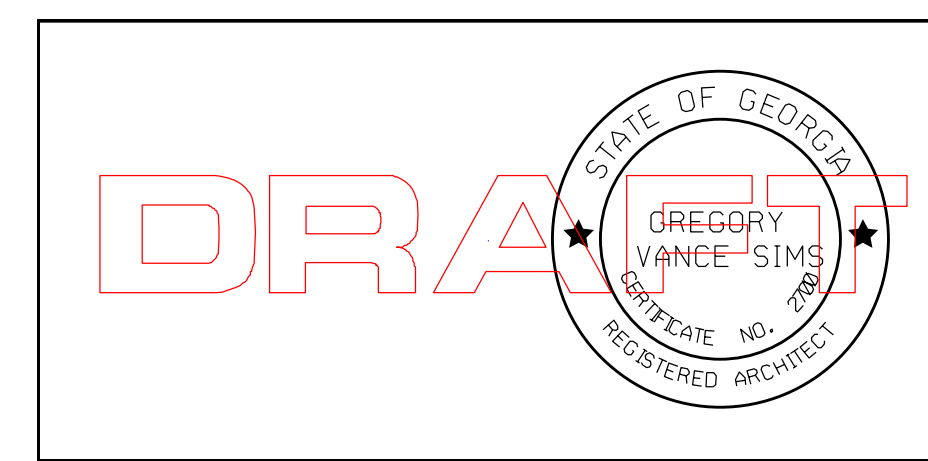


BLACK: NEW POOL ACCESS BUILDING
 BLUE: RENOVATION OF ADMINISTRATION BUILDING
 RED: DEMOLITION OF EXISTING GYMNASIUM AND ACTIVITIES BUILDINGS

PROJECTED INTERIOR AND MISCELLANEOUS SPACE CALCULATIONS*

GYMNASIUM AND ACTIVITIES BUILDING	
ENTRANCE LEVEL GYMNASIUM + ACTIV	20,819.00 SF
UPPER LEVEL ACTIVITIES	9,602.00 SF
CONNECTOR WITH ADMIN BUILDING	82.00 SF
TOTAL GYMNASIUM AND ACTIVITIES	30,503.00 SF
SINGLE STORY ATTACHED TO GYMNASIUM AND ACTIVITIES	1,646.00 SF
ADMINISTRATION BUILDING RENOVATION	
ENTRANCE LEVEL	2,954.00 SF
UPPER LEVEL	2,554.00 SF
TOTAL ADMINISTRATION RENOVATION BLDG	5,508.00 SF
POOL ACCESS BUILDING	1,976.00 SF
TOTAL AREA OF PROJECT	40,033.00 SF

* GFA MEASURED FROM INSIDE OF OUTSIDE WALL PER BOMA



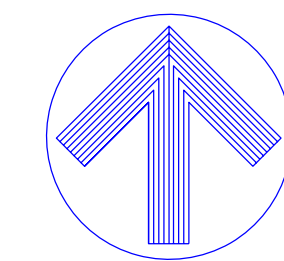
STATEMENT OF OWNERSHIP:

THIS DRAWING IS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE ARCHITECT AND MAY NOT BE REPRODUCED, COPIED, REPRODUCED, ELECTRONICALLY OR MECHANICALLY, WITHOUT THE WRITTEN PERMISSION OF GREGORY VANCE SIMS, ARCHITECT. ANY REPRODUCTION OR DISTRIBUTION BY ANY OTHER PARTY, WITHOUT THE WRITTEN PERMISSION OF GREGORY VANCE SIMS, ARCHITECT, IS PROHIBITED AND WILL BE CONSIDERED A VIOLATION OF THE ARCHITECT'S PROFESSIONAL ETHICS AND MAY BE SUBJECT TO LEGAL ACTION.

DATE OF ISSUE: 01/27/23

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SCOPE AND AREA OF PROJECT
 SCALE 1/16" = 1' 0"



SCOPE OF PROJECT

REDEVELOPMENT OF THE JOHN DALTON RECREATION CENTER
 CITY OF DALTON
 104 CIVIC DRIVE
 DALTON, GEORGIA 30720

GREGORY VANCE SIMS, ARCHITECT AIA/CARB/LEED AP
 304 BELLEVUE STREET | P.O. BOX 218 | DALTON, GEORGIA 30720
 VOICE: 706.225.9170 | FACSIMILE: 706.225.1111 | gvs@gvsas.com



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	3/6/2023
Agenda Item:	Contract with Georgia DOT to receive grant funding for Airport
Department:	Airport
Requested By:	Andrew Wiersma
Reviewed/Approved by City Attorney?	Yes
Cost:	\$11,587.02
Funding Source if Not in Budget	General Fund

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

Contract with Georgia Department of Transportation to receive \$1,922,756.66 in Federal and State grant funding for construction and design projects at the Dalton Municipal Airport. Projects include: phase 2 of main aircraft parking ramp rehabilitation; design of runway and taxiway pavement and electrical rehabilitation; and design of runway obstruction removal. These funds require a local match share of \$11,587.02.

Revised March 2, 2023

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP023-9067-44(313)
PID - T0007894

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:

REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL 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. T007894/AP023-9067-44(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 ONE MILLION NINE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED FORTY-THREE and 68/100 Dollars (\$1,934,343.68). 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 ONE MILLION NINE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SIX and 66/100 Dollars (\$1,922,756.66). This amount may be composed 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 pro rata share 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 ONE MILLION NINE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SIX and 66/100 Dollars (\$1,922,756.66) 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 THIRTEEN THOUSAND ONE HUNDRED SIXTY-SIX and 31/100 Dollars (\$13,166.31) 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 ONE MILLION NINE HUNDRED NINE THOUSAND FIVE HUNDRED NINETY and 35/100 Dollars (\$1,909,590.35) 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 ELEVEN THOUSAND FIVE HUNDRED EIGHTY-SEVEN and 02/100 Dollars (\$11,587.02).

(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 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:

- i. 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. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - b. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - c. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

3. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

4. 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 DEPARTMENT as certificate holder.
 - g. Thirty (30) day notice of cancellation.
 - h. Details of any special policy exclusions.

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

6. 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**

DRAFT CONTRACT

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield
PID-T007894

REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds FY23 - SBGP-057-2023								22177		
Rehabilitate Apron Phase 2										
1	C-105	Mobilization	LS	65900	\$1.00	\$65,900.00	100%	\$65,900.00	0%	\$0.00
2	C-102-5.1a	Construction Entrance/Exit, including installation, maintenance and removal	EA	4300	\$1.00	\$4,300.00	100%	\$4,300.00	0%	\$0.00
3	C-102-5.1b	Silt Fence Non-Sensitive, including installation, maintenance and removal	LF	500	\$18.00	\$9,000.00	100%	\$9,000.00	0%	\$0.00
4	C-102-5.1c	Inlet Sediment Trap, including installation, maintenance and removal	EA	5	\$500.00	\$2,500.00	100%	\$2,500.00	0%	\$0.00
5	T-901-5.1	Temporary Seeding	AC	0.25	\$2,500.00	\$625.00	100%	\$625.00	0%	\$0.00
6	T-901-5.2	Permanent Seeding	AC	0.25	\$10,500.00	\$2,625.00	100%	\$2,625.00	0%	\$0.00
7	T-908-5.1	Mulching	AC	0.25	\$350.00	\$87.50	100%	\$87.50	0%	\$0.00
8	P-101-5.1	Pavement Removal (Incl Agg Base)	SY	14200	\$20.00	\$284,000.00	100%	\$284,000.00	0%	\$0.00
9	P-101-5.6	Transitional Milling, 0-2"	SY	600	\$18.00	\$10,800.00	100%	\$10,800.00	0%	\$0.00
10	P-152-4.1	Unclassified Excavation	CY	500	\$94.00	\$47,000.00	100%	\$47,000.00	0%	\$0.00
11	G-430	6" Reinforced Concrete Paving (Incl Steel)	SY	600	\$80.00	\$48,000.00	100%	\$48,000.00	0%	\$0.00
12	G-441	24" Concrete Curb and Gutter	LF	145	\$35.00	\$5,075.00	100%	\$5,075.00	0%	\$0.00
13	G-441	6" Concrete Header Curb	LF	110	\$40.00	\$4,400.00	100%	\$4,400.00	0%	\$0.00
14	G-310	Graded Aggregate Base Course, 4" - including material	SY	13850	\$14.00	\$193,900.00	100%	\$193,900.00	0%	\$0.00
15	G-310	Graded Aggregate Base Course, 6" - including material	SY	600	\$40.00	\$24,000.00	100%	\$24,000.00	0%	\$0.00
16	P-220-6.2	Soil-Cement Stabilized Base 8"	SY	14300	\$10.00	\$143,000.00	100%	\$143,000.00	0%	\$0.00
17	P-220-6.2	Cement	TON	490	\$210.00	\$102,900.00	100%	\$102,900.00	0%	\$0.00
18	G-402	Recycled Asphaltic Concrete 19 mm Superpave including Bituminous Material and Hydrated Lime - 2"	TON	1600	\$110.00	\$176,000.00	100%	\$176,000.00	0%	\$0.00
19	G-402	Recycled Asphaltic Concrete 12.5 mm Superpave including Bituminous Material and Hydrated Lime - 2"	TON	1525	\$130.00	\$198,250.00	100%	\$198,250.00	0%	\$0.00
20	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	6200	\$4.00	\$24,800.00	100%	\$24,800.00	0%	\$0.00
21	P-603-5.1	Bituminous Tack Coat	GAL	870	\$0.01	\$8.70	100%	\$8.70	0%	\$0.00
22	P-620-5.1a	Removal of Existing Striping by Water Blasting	SF	850	\$6.10	\$5,185.00	100%	\$5,185.00	0%	\$0.00
23	P-620-5.1b	Taxiway Marking, Type III, Yellow, including Reflective Media (Type III, Gradation A) and Microbicide	SF	2300	\$1.90	\$4,370.00	100%	\$4,370.00	0%	\$0.00
24	P-620-5.1c	Temporary Taxiway Marking	SF	2300	\$1.90	\$4,370.00	100%	\$4,370.00	0%	\$0.00
25	P-620-5.1d	Taxiway Marking, Type III, Green, including Microbicide	SF	5600	\$1.60	\$8,960.00	100%	\$8,960.00	0%	\$0.00
26	C-101-5.1	Aircraft Tie-downs, (Incl. 3 anchors, foundations, ropes, striping, etc.)	EA	2	\$2,300.00	\$4,600.00	100%	\$4,600.00	0%	\$0.00
27	D-751-5.1	GDOT STD 1019A Drop Inlet - 72" Dia	EA	2	\$8,000.00	\$16,000.00	100%	\$16,000.00	0%	\$0.00
28	D-751-5.2	Raised Weir Inlet - 72" Dia	EA	1	\$12,000.00	\$12,000.00	100%	\$12,000.00	0%	\$0.00
29	D-751-5.3	GDOT STD 1011A Junction Box - 72" Dia	EA	1	\$12,000.00	\$12,000.00	100%	\$12,000.00	0%	\$0.00

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

DRAFT CONTRACT

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield
PID-T007894

REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
30	G-600	Flowable Fill (30" CMP Abandonment)	CY	7	\$500.00	\$3,500.00	100%	\$3,500.00	0%	\$0.00
31	G-682	Remove and Replace Existing Induction Loop at Access Gate (including testing)	EA	1	\$10,000.00	\$10,000.00	100%	\$10,000.00	0%	\$0.00
32	D-701-5.1	30" RCP, Class III	LF	363	\$215.00	\$78,045.00	100%	\$78,045.00	0%	\$0.00
33	P-101-5.2	Removal of Existing 30" CMP (incl disposal)	LF	312	\$38.00	\$11,856.00	100%	\$11,856.00	0%	\$0.00
34	FAA	Construction Administration Services	EA	24682	\$1.00	\$24,682.00	100%	\$24,682.00	0%	\$0.00
35	FAA	Construction Inspection Services	EA	52617	\$1.00	\$52,617.00	100%	\$52,617.00	0%	\$0.00
36	FAA	Construction Materials Testing	EA	21134.14	\$1.00	\$21,134.14	100%	\$21,134.14	0%	\$0.00
37	FAA	GDOT Project Administration	EA	18863.66	\$1.00	\$18,863.66	100%	\$18,863.66	0%	\$0.00
Design Apron										
38	FAA	Project Formulation	EA	6739	\$1.00	\$6,739.00	100%	\$6,739.00	0%	\$0.00
39	FAA	Survey Work	EA	6562	\$1.00	\$6,562.00	100%	\$6,562.00	0%	\$0.00
40	FAA	Geotechnical Investigation	EA	14389	\$1.00	\$14,389.00	100%	\$14,389.00	0%	\$0.00
41	FAA	Construction Plans	EA	29670	\$1.00	\$29,670.00	100%	\$29,670.00	0%	\$0.00
42	FAA	Contract Documents	EA	6540	\$1.00	\$6,540.00	100%	\$6,540.00	0%	\$0.00
43	FAA	Engineers/Design Report	EA	4486	\$1.00	\$4,486.00	100%	\$4,486.00	0%	\$0.00
44	FAA	Coordination, Review and Comments	EA	4015	\$1.00	\$4,015.00	100%	\$4,015.00	0%	\$0.00
45	FAA	Bid Services	EA	7482	\$1.00	\$7,482.00	100%	\$7,482.00	0%	\$0.00
Total Part 1 Federal Funds FY23						\$1,715,237.00		\$1,715,237.00		\$0.00
Part 2 Federal Funds FY21 - SBGP-038-2021										
Design Runway & Taxiway Pavement/Electrical Rehab										
								22160		01225
46	Element 1	Project Formulation	EA	16858	\$1.00	\$16,858.00	90%	\$15,172.20	5%	\$842.90
47	Element 2	Survey Work	EA	24233	\$1.00	\$24,233.00	90%	\$21,809.70	5%	\$1,211.65
48a	Element 3	Geotechnical Investigation	EA	8190.50	\$1.00	\$8,190.50	90%	\$7,371.45	5%	\$409.53
Total Part 2 Federal Funds FY21						\$49,281.50		\$44,353.35		\$2,464.08
Part 3 Federal Funds FY22 - SBGP-044-2022										
								22168		01225
48b	Element 3	Geotechnical Investigation	EA	10762.50	\$1.00	\$10,762.50	90%	\$9,686.25	5%	\$538.13
49	Element 4	Construction Plans	EA	72766	\$1.00	\$72,766.00	90%	\$65,489.40	5%	\$3,638.30
50	Element 5	Contract Documents	EA	9156	\$1.00	\$9,156.00	90%	\$8,240.40	5%	\$457.80
51	Element 6	Engineer's/Design Report	EA	12168	\$1.00	\$12,168.00	90%	\$10,951.20	5%	\$608.40
52	Element 7	Coordination, Review and Comments	EA	6713	\$1.00	\$6,713.00	90%	\$6,041.70	5%	\$335.65
Design Obstruction Removal										
53	Element 8	Project Formulation	EA	13082.28	\$1.00	\$13,082.28	90%	\$11,774.05	5%	\$654.11
54	Element 9	Survey	EA	6562.04	\$1.00	\$6,562.04	90%	\$5,905.84	5%	\$328.10
55	Element 10	Construction Plans	EA	28130.41	\$1.00	\$28,130.41	90%	\$25,317.37	5%	\$1,406.52
56	Element 11	Contract Documents	EA	5754.32	\$1.00	\$5,754.32	90%	\$5,178.89	5%	\$287.72
57a	Element 12	Coordination, Review and Comments	EA	1572.11	\$1.00	\$1,572.11	90%	\$1,414.90	5%	\$78.61
Total Part 3 Federal Funds FY22						\$166,666.66		\$150,000.00		\$8,333.34

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

DRAFT CONTRACT

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP023-9067-44(313) Whitfield
PID-T007894

REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 4 State Funds FY23										
57b	Element 12	Coordination, Review and Comments	EA	3158.52	\$1.00	\$3,158.52	0%	\$0.00	75%	\$2,368.89
Total Part 4 State Funds FY23						\$3,158.52		\$0.00		\$2,368.89
Total Project Cost						\$1,934,343.68		\$1,909,590.35		\$13,166.31

<u>Federal Grant # and FAIN</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Codes</u>
3-13-SBGP-057-2023	2/21/2023	\$1,715,237.00	22177	AVSA
3-13-SBGP-038-2021	7/8/2021	\$44,353.35	22160	AVNP
3-13-SBGP-044-2022	6/23/2022	\$150,000.00	22168	AVNP
STATE FY23	N/A	<u>\$13,166.31</u>	01225	AVIA
Total Maximum Obligation of Federal and State Funds this Contract:		\$1,922,756.66		

**DALTON MUNICIPAL AIRPORT (DNN)
DALTON, GEORGIA**

**EXHIBIT A-1
SCOPE OF WORK**

**PREPARATION OF DESIGN PLANS AND CONTRACT DOCUMENTS FOR RUNWAY
AND TAXIWAY PAVEMENT/ELECTRICAL REHABILITATION**

**GDOT Project Number AP023-9067-44(313) Whitfield
PID - T007894**

The Engineering Design Services will consist of project formulation; preparation of construction drawings and specifications necessary to complete the project. The design services will include the following elements of work:

1. Pavement Rehabilitation for Runway 14/32, Parallel Taxiway, and its Connectors
2. Marking and Striping for Runway 14/32, its Parallel Taxiway, and its Connectors
3. Runway Lighting Rehabilitation (schedule for LED)
4. Remove and Replace Airfield Signage
5. Provision of New Equipment in Electrical Vault
6. Replace Wind-cone and Refurbish Segmented Circle
7. Replace Airport Rotating Beacon Lamp and Refurbish Existing Beacon Tower
8. Remove and Replace Runway 14/32 PAPIs

Element 1 – Project Formulation and Coordination shall include the preparation of work scope, pre-design/scoping meeting, application for funding assistance, submittal of Form(s) 7460 to FAA, preparation, and coordination of the Categorical Exclusion Checklist per FAA Order 5050.B and 1051.F, and coordination with regulatory agencies, as well as two (2) site visits to observe existing site conditions.

Element 2 – Survey Work shall include field run topographic survey covering an area 150' wide along the entire lengths of Runway 14/32, the parallel taxiway, and its connectors in a 25-foot grid pattern for verification of cross slopes for overlay purposes. The location of items such as the windsock, segmented circle, and electrical vault will be shown per existing drawings available.

Element 3 – Geotechnical Investigation consists of a geotechnical exploration per FAA 150-5320-6E Airport Pavement Design and Evaluation including boring samples and laboratory tests, etc. This will include obtaining asphalt core samples at 21 locations (6 cores on the runway, 12 on the taxiway, and 3 for the connectors). Samples shall be a minimum of 10 feet deep. The core holes will be patched with asphalt upon completion. An evaluation of the existing runway and taxiway pavements shall be made to determine the existing strength. CBR values, PCN values, and a proposed pavement section will be provided.

EXHIBIT A-1

Prep of Dsg Plns and Cont Docs
for Rwy and Twy Pvmt/Elec Rehab
and Obs Rem
Page 1 of 5

Element 4 – Construction Plans will consist of:

1. **Cover Sheet** listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings, contacts, and general project information.
2. **General Notes, Legend, Summary of Quantities Sheet** which includes pertinent notes on the project, a legend that displays the various symbols and linework used in the plan set, summary of quantities, specification numbers, description of the item, unit of measure and estimated quantities
3. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
4. **Existing Conditions and Demolition Plan** will show all items requiring relocation or removal for construction of the project, including paint obliteration, milling, crack seal, etc.
5. **Runway Plan and Profile** will show the centerline of the runway graded to meet current longitudinal slope standards, reflecting tie-in location, project limits and vertical curves where necessary.
6. **Taxiway Plan and Profile** will show the centerline of the proposed stub taxiway graded to meet current longitudinal slope standards, reflecting tie-in location, project limits and vertical curves where necessary.
7. **Horizontal Control Plan** will provide a geometric layout for the paving limits.
8. **Typical Sections and Paving Details** will delineate the width for the proposed pavement sections, shoulders, and safety areas, as well as reflect the thickness and type of pavement and base.
9. **Cross Sections** will be provided at 50 feet intervals to show the proposed transverse grades along the runway and stub taxiway.
10. **Marking and Striping Layout Plans** will provide a layout of the pavement marking and striping for both the runway and taxiway pavement.
11. **Marking and Striping Details** will be provided to support the layout.
12. **Lighting and Signage Layout Plan** includes the electrical design for Medium Intensity Runway Edge Lighting and signage, as well as the remaining Airfield. (LED)
13. **Lighting and Signage Details** will be provided to support the design.
14. **Windsock Layout Plan and Details** will show the proposed location of the windsock and the segmented circle, and the details will support the layout.
15. **Rotating Beacon Replacement Plan and Details** will show the full replacement of the rotating beacon and refurbishing of existing tower with necessary details to support the design.
16. **PAPI Replacement Plan and Details** will show the proposed location of the PAPI(s) and details to support the layout.
17. **Electrical Vault Rehabilitation Plan** will show the new electrical vault layout, including the proposed regulators to service the airfield.
18. **Electrical Vault Details** will be provided to support the design.
19. **Construction Details** will be provided to support the design.

20. **Erosion and Sediment Control Plan and Details** will include the preparation of an erosion control plan for the preliminary and final phases of the project. The preliminary phase will include the erection of silt fence and inlet protection in relation to the stub taxiway. The final phase will include BMPs required to stabilize the site. The proposed plan does not include full NPDES permitting as it is less than an acre.

This project will have the following Bid Schedules:

- Base Bid
 - Runway rehabilitation
 - Pavement rehabilitation
 - Marking and Signage
 - Runway electrical rehabilitation
 - Replace Runway Lighting (LED)
 - Replace Electrical Vault Equipment
 - Replace Wind-cone and Refurbish Segmented Circle
 - Replace Airport Rotating Beacon Lamp and Refurbish Existing Beacon Tower
 - Remove and Replace Runway 14/32 PAPIs
- Bid Alternate 1
 - Taxiway Rehabilitation
 - Pavement rehabilitation
 - Marking and Signage
 - Taxiway Lighting (LED)
- Bid Alternate 2
 - Removal of existing Taxiway Connectors from Apron to the Runway

Element 5 – Contract Documents (booklet) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.

Element 6 – Engineers/Design Report shall include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions.

Element 7 – Coordination, Review and Comments will be addressed after the 90 percent submittal to GDOT.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, dated 2/26/2014. All construction details will conform to FAA Specifications. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables will consist of one (1) set of final electronic plans and specifications to be

provided to GDOT and one (1) half sized set printed copy of plans and one (1) hard copy set of specifications provided to the project manager upon completion of the project in addition to a one electronic plan set in MicroStation or AutoCAD format will be provided to GDOT before the construction contract will be initiated.

PREPARATION OF DESIGN PLANS AND CONTRACT DOCUMENTS FOR OBSTRUCTION REMOVAL

The City of Dalton will provide professional services for design and construction of the following project at the Dalton Municipal Airport:

1. Obstruction Removal for Runway 14/32 - Approach

Element 8 – Project Formulation and Coordination shall include the preparation of work scope, pre-design/scoping meeting, application for funding assistance, preparation of a Construction Safety Phasing Plan (CSPP), submittal of Form 7460 to FAA, and coordination with regulatory agencies, as well as one (1) site visit to observe existing site conditions.

Element 1 shall include environmental services, including all necessary background research and ecological surveys of the project area to identify U.S. Army Corps of Engineers (USACE) jurisdictional waters and/or Waters of the State and to identify the potential presence of protected terrestrial species and/or potential habitat for protected terrestrial species. Environmental surveys shall be conducted by a qualified environmental professional. Wetlands shall be delineated using the three-parameter approach (hydrophytic vegetation, hydric soils, and hydrology) as described in the 1987 USACE *Wetland Delineation Manual* and utilizing the 2012 *Eastern Mountains and Piedmont Regional Supplement (Version 2.0)*. Stream classifications shall be performed using the North Carolina Division of Water Quality (NC DWQ) *Methodology for Identification of Intermittent and Perennial Streams and Their Origins*, Version 4.11. State waters shall be delineated using the Georgia Environmental Protection Division (EPD) *2006 Field Guide for Determining the Presence of State Waters that Require a Buffer*. Surveys for protected species or their habitats shall be conducted using approved survey methodologies and/or appropriate resource agency recommendations to assess habitat suitability and species presence as appropriate. Any resources identified during environmental surveys shall be delineated and flagged for the land surveyors so that the delineations can be included in the design plans. Element 1 shall also include coordination of the proposed action with the Local Issuing Authority (LIA) to determine the need for a Stream Buffer Variance and the preparation of a modified Categorical Exclusion for GDOT review and approval.

Element 9 – Survey will consist of the field time for a survey crew to locate and conduct a field run topographic survey of to establish the limits of any wetlands and/or buffer areas along the Conasauga River within the areas of where trees are to be cut and the time associated with creating a drawing file for plan preparation purposes. The scope of work

shall include the following:

- Begin site reconnaissance to determine survey limits and identify features to be located and take photos of the areas as needed.
- Establish survey control.
- Locate (shoot) flagging placed as markers to identify the edge of wetlands and/or wooded vegetation along the riverbank.
- Upon completion of field work analyze field survey data and notes.
- Draft and prepare final survey drawing for inclusion into a base file for plan preparation purposes.

Element 10 – Construction Plans will consist of:

- Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, index of drawings, summary of quantities, specification numbers, description of the item, unit of measure and estimated quantities.
- Project Layout and Construction Safety Plan
- Existing Conditions and Obstruction Removal Plan(s)
- Erosion Control Plans and Details
- Permitting plans through GA EPD and/or GSWCC
- General Notes

Element 11 – Contract Documents (booklet) including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the two separate projects.

Element 12 – Coordination, Review and Comments will be addressed after the 90 percent submittals to GDOT.

Plans and specifications shall be in compliance with FAA AC 150/5300-13B, AC 150/5370-10, and other FAA AC's as applicable, and/or the GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, unless modified by Special Provision. Special Provisions shall be approved by the Department.

Deliverables for each project will consist of one (1) set of electronic Plans and Specifications to GDOT for review and comment prior to the bidding phase. Four (4) sets of the final plans and specifications; and one (1) electronic copy of the final plan set in pdf format and one (1) electronic copy of the plan set in MicroStation or AutoCAD format will be provided to GDOT for each project. Construction contract from GDOT will not be initiated until receipt of all deliverables.

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, SUITE 317, DALTON, GA 30722-1205, 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:	T007894/AP023-9067-44(313) Whitfield Rehabilitate Apron Phase 2; Design Runway and Taxiway Pavement/Electrical Rehabilitation; and Design Obstruction Removal 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
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	
CITY OF DALTON	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

ATTACHMENT 1

Department of Transportation
State of Georgia

FEBRUARY 23, 2023

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007894/AP023-9067-44(313) WHITFIELD
REHABILITATE APRON PHASE 2; DESIGN RUNWAY AND TAXIWAY PAVEMENT/ELECTRICAL
REHABILITATION; AND DESIGN OBSTRUCTION REMOVAL 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**

Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The Sponsor understands and agrees that the State and FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

Pavement Maintenance Management Program. The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance–Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree, that the program will:

- a. Follow FAA Advisory Circular 150/5380-6C, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6C, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and

iv. Maintenance scheduled or performed

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

2. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA or State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
 - i. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

State Highway Specifications. The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in

the immediate or near future. The Sponsor further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5 year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons

Plans and Specifications Prior to Bidding. The Sponsor agrees to submit plans and specifications for State/FAA review prior to advertising for bids.

Plans and Specifications Approval Based Upon Certification. The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:

- a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

Design Grant. This Grant Agreement is being issued in order to complete the design of a project funded under this Grant Agreement. The Sponsor understands and agrees, that within 2 years after the design is completed, the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within two (2) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: March 6, 2021

Agenda Item: Professional Services – BION Security

Department: Information Technology

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: Not To Exceed \$20,000

Funding Source if Not in Budget IT Department Operating 2023 Budget

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

The city is seeking approval for professional services from BION security to help and guide the city's I.T. Department in deploying networking equipment to best practices in security. The professional service agreement is set to NOT exceed the amount of \$20,000 dollars for the overall project. Funds will be coming from the I.T. Operating budget of 2023.

BION Security is a registered vendor with the City of Dalton and their team consists of a couple of highly qualified security engineers. The City has engaged with BION Security for the last two years for various cybersecurity projects and best practice recommendations.

**CITY OF DALTON
FORTINET NETWORKING EQUIPMENT DEPLOYMENT
PROFESSIONAL SERVICE AGREEMENT**

THIS PROFESSIONAL SERVICE AGREEMENT is made and entered into on this 6th day of March, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and **BION Security LLC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns **28 building sites** that need to be configured onto the city's network; and

WHEREAS, CITY owns networking equipment that needs to be **configured** and deployed throughout the city; and

WHEREAS, CONTRACTOR desires to **configure the network equipment utilizing modern security best practices**; and

WHEREAS, CITY CONTRACTOR has provided a written proposal with scope of services which is also attached hereto as a part of the contract documents; and

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

1. **WORK SITE:** CONTRACTOR shall work remotely from a secure environment with access to the city's networking lab, located at 300 W. Waugh St Dalton, Georgia 30720.

2. **USE OF PROPERTY:** CONTRACTOR shall have use and possession of the subject property being the CITY'S networking lab extending to all 28 of CITY'S equipment sites. A total of 300 days from March 6, 2022 through December 31, 2022 to perform the work:

Days: **300 Days**

Time of day: **6:00 AM to 11:59 PM**

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Dalton City Information Technology Director. CONTRACTOR shall not restrict the public use of or

access to the subject property except as may be authorized by the Dalton City Information Technology Director. The subject property shall be used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used and virtually accessed for the subject project and related functions only and not for any other commercial operations. The use and access of the networking equipment for any other usages other than specified by the Dalton City I.T. Department Director is prohibited. All access shall be approved by the CITY and such use shall always be in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations in force during the term of this Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the professional services in the scope of work, which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A" Current quote.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within **3** days of receiving **Notice to Proceed** by the CITY.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before December 31, 2022

6. CONTRACT SUM AND CONTINGENCY: The CITY shall pay to CONTRACTOR in simple credits which is equivalent to **\$10** Dollars per credit. Professional service level selected will determine the amount of credits needed per hour. Currently there will be only three Professional service levels to select from; Basic (11), Pro (15), Advanced (17) respectively. Credits will be utilized to credit a project and to determine if additional resources are needed for the completion of said project. In no event will the total contract sum payable to CONTRACTOR for the work program for this project exceed the sum of 2,000 credits or **\$20,000.00 USD**. All change orders shall be in writing signed by both parties. CONTRACTOR shall notify the Dalton City Information Technology Director prior to commencing work pursuant to a change order.

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

8. PAYMENT: The CITY shall pay the hourly rate to CONTRACTOR upon complete performance of the project and terms of this Agreement. Final payment shall be made no later than 30 days after receipt of invoice. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 1 day after completion of the project, surrender possession of the subject property and shall not virtually access the subject property. All login credentials to the subject property will be changed upon completion of project. All configurations and implementation techniques shall become the intellectual property of the CITY for said project.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and diagrams to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR 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 Dalton City Information Technology Director;
- (d) to permit access to the subject property virtually and obtain permission to extend temporary access necessary for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in registering subject equipment to the manufacturer for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees for any work requiring a specialty or professional network certifications;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project;
- (e) That its employees are qualified and or certified to configure networking

equipment, and utilize best modern security practices, as described in the SCOPE OF WORK

- (f) to use the subject property in a safe, careful and lawful manner;
- (g) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse condition, which shall include but not be limited to, D.O.A. (Dead on Arrival) equipment, faulty firmware, faulty datacom connections, or damaged property that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (h) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents;
- (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 CONTRACTOR'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.
- (o) to keep the subject property in a safe and orderly condition and to protect from unwanted logins, damage, or theft any intellectual property necessary for completion of the project;

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

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

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR 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.

13. INSURANCE: CONTRACTOR 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. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

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

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

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

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

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'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 in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: Information Technology Director
300 W. Waugh ST
Dalton, GA 30720

Such notice to CONTRACTOR shall be mailed to: BION Security LLC.,
710 Dacula RD. Suite 4A
Dacula, GA 30019

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 CONTRACTOR'S bid or proposal, WORK ORDER SIGNATURE DOCUMENT, detailed SCOPE OF WORK, and other documents supplied by the CONTRACTOR. 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 Subject property of the CITY. The CONTRACTOR 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 CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR 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.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR 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, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 4 –CONTRACTOR’S SCOPE OF WORK. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

(g) **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.

CONTRACTOR:

CONTRACTOR: BION Security

By: Phil Paulk

Title: CEO

Date: 2/21/2023

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Date: _____

Attest: _____
CITY CLERK

BION Security
 710 Dacula Road Suite 4A
 Dacula, GA 30019
 470-745-0990
 info@bionsecurity.com
 www.BIONSecurity.com

Estimate



ADDRESS
Bill Lloyd City of Dalton 300 W Waugh St Dalton, GA 30720

SHIP TO
Bill Lloyd City of Dalton 300 W Waugh St Dalton, GA 30720

ESTIMATE #	DATE
1183	02/21/2023

REFERENCE
 COD-Linux/Cert-KT-4 Hours

DATE	ACTIVITY	QTY	RATE	AMOUNT
	BION Security Knowledge Transfer BION Security Knowledge Transfer	4	110.00	440.00

TOTAL **\$440.00**

Accepted By

Accepted Date

Terms & Conditions

Purchase orders can be emailed to info@bionsecurity.com.

Net 30 days unless otherwise approved by "BION Security LLC."

BION Security accepts Mastercard, Visa, and American Express Credit Cards on all transactions under \$75,000.00.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council
Meeting Date: 3/6/2023
Agenda Item: Right of Way Encroachment 265 N Hamilton
Department: Public Works
Requested By: Chad Townsend
Reviewed/Approved by City Attorney? No
Cost: N/A
Funding Source if Not in Budget N/A

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

The right of way encroachment request is for the installation of a grease trap to serve future restaurant located at 265 N Hamilton St. Grease trap to be located in alley way at rear of business.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way
Permit No. _____

Applicant: John Davis
Address: West side of 265 N Hamilton St
Contact Person: John A. Davis
Phone: 706-280-0327
Purpose of Easement: Grease Trap Below Ground

A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

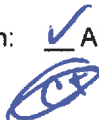
The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 21 day of Feb., 2023. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: John Davis
(title) owner

Public Works Committee Recommendation: Approve Do not Approve



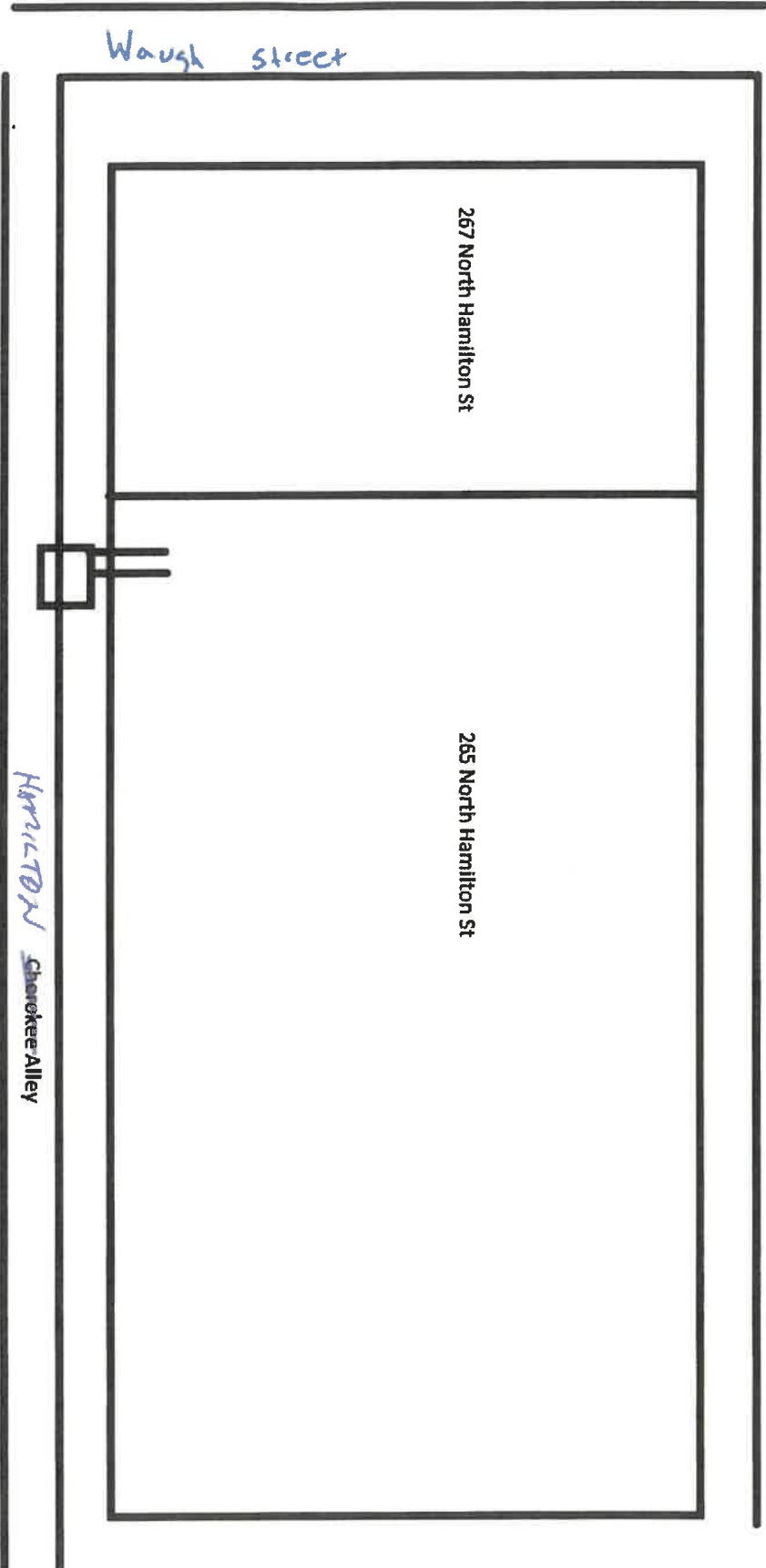
After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby ___ approved ___ denied, this _____ day of _____, 20__.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk



Not to scale



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council
Meeting Date: 3/6/2023
Agenda Item: Right of Way Encroachment 301 N Hamilton
Department: Public Works
Requested By: Chad Townsend
Reviewed/Approved by City Attorney? No
Cost: N/A
Funding Source if Not in Budget N/A

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

The right of way encroachment request is for the installation of a grease trap to serve future restaurant located at 301 N Hamilton St. Grease trap to be located in front of business, under sidewalk.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way
Permit No. _____

Applicant: JUAN LAMA
Address: 301 N. HAMILTON
Contact Person: JUAN LAMA
Phone: 706 271 7049
Purpose of Easement: GREASE TRAP UNDER SIDEWALL

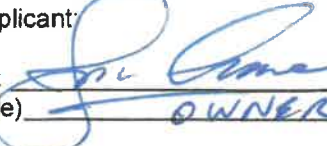
A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 21 day of FEB, 2023. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant: 
By: _____
(title) OWNER

Public Works Committee Recommendation: Approve Do not Approve



After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby ___ approved ___ denied, this _____ day of _____, 20__.

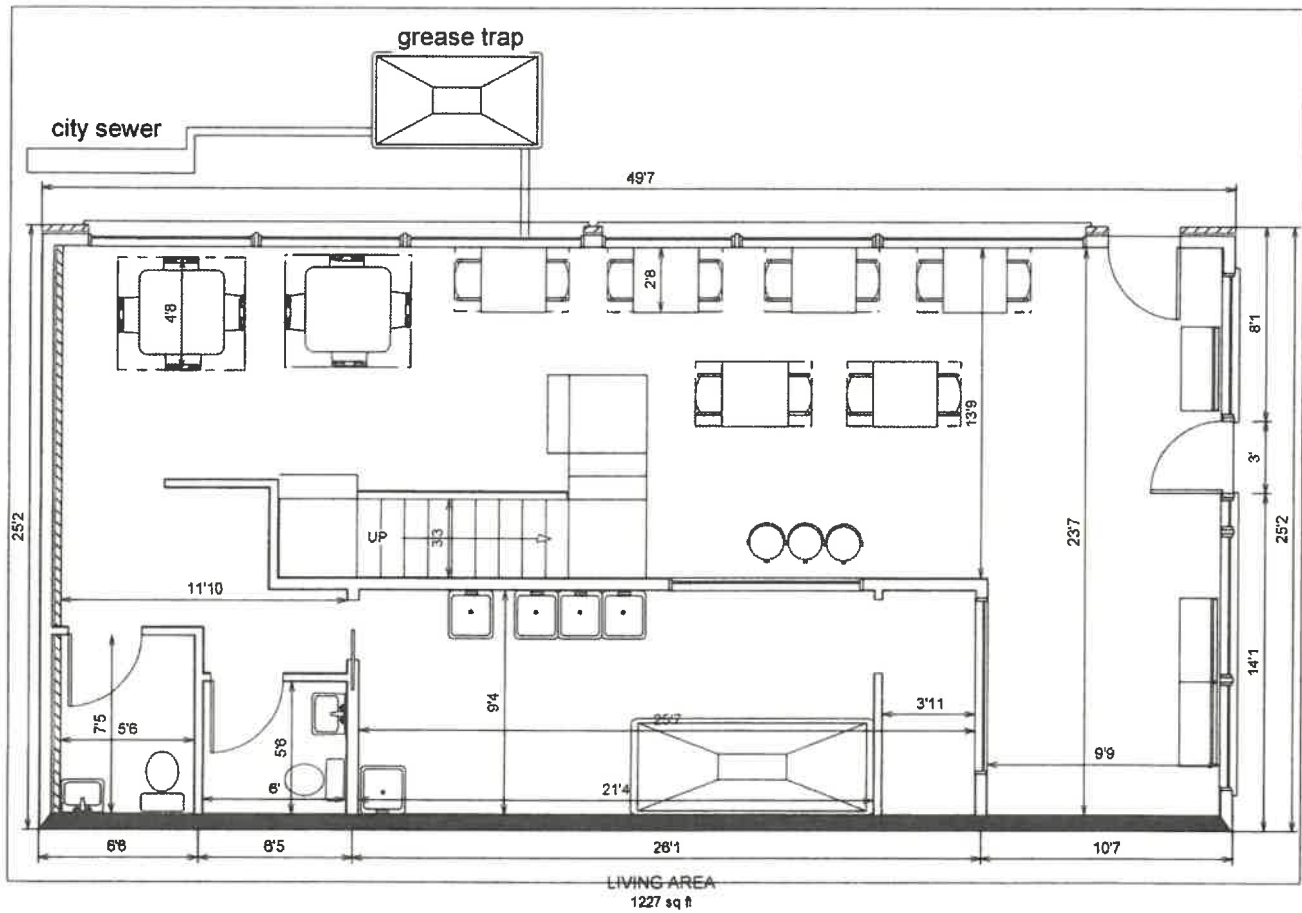
City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

HAMILTON ST.



WAUGH ST



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 3-6-23
Agenda Item: 2022 Budget Amendment #6
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? No
Cost: N/A

Funding Source if Not in Budget

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

2022 Budget Amendment #6 to adjust final budgets.

2022 Final Budget Amendment

Amendment #6

General Fund	Increase (Decrease)	
Revenues & Transfers-In		
Tax revenue - 2022 property tax	\$ 1,060,000	(1)
Tax revenue - sales tax	180,000	(2)
Interest income	56,760	(3)
Miscellaneous revenue	103,700	(4)
Transfer in - Hotel-Motel tax	99,540	(5)
	<u>\$ 1,500,000</u>	
Expenditures & Transfers-out		
Legislative - legal fees	\$ 2,425	(6)
City Clerk - supplies	1,030	(7)
Transfer out - Senior Center	6,560	(8)
Transfer out - Debt Service	15,635	(9)
Transfer out- Airport Grant Fund	13,100	(10)
Transfer out - Workers Comp	106,400	(11)
PW - fuel	(145,150)	(12)
	<u>\$ -</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 1,500,000</u></u>	

- (1) Actual exceeded estimated due to tax bills not due until 1/20/23
- (2) To record excess sales tax revenue for 2022
- (3) To record interest earned due to investments and renegotiating bank terms
- (4) OPIOID Settlement revenue from Janssen & Distributor agreements
- (5) Excess hotel-motel tax for 2022
- (6) To record additional legal fees incurred due to Charter re-write
- (7) Primarily fraudulent charges to credit card \$970 (awaiting charge back)
- (8) Operating deficit for Senior Center & close out of fund
- (9) To cover annual administrative fee to Building Authority for bond
- (10) Airport project #2106.005 Apron Rehab Phase 2 to 6 - GDOT contract not yet written
- (11) Transfer to cover workers compensation legacy claims shortfall - includes settlement
- (12) Reallocate fuel budget excess to cover other budget lines

Debt Service Fund	Increase (Decrease)	
Revenues & Transfers-in		
Transfer in - General Fund	\$ 15,635	(1)
	<u>\$ 15,635</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 15,635</u></u>	

- (1) To cover annual administrative fee to Building Authority for bond

2022 Final Budget Amendment

Amendment #6

Airport Grant Fund	Increase (Decrease)	
Revenues & Transfers-in		
Federal Grant Revenue	\$ (360,275)	(1)
State Grant Revenue	(28,280)	(1)
Transfer-in General Fund	13,100	(1)
	<u>\$ (375,455)</u>	
Expenditures & Transfers-out		
Site Improvements	\$ (375,455)	(1)
	<u>\$ (375,455)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) Airport project #2106.005 Apron Rehab Phase 2 to 6 - GDOT contract not yet written & to adjust to actual revenue and expenditures.

CIP Fund	(Decrease)	
Revenues & Transfers-in		
Interest Income	\$ 16,695	(1)
Sale of capital assets	49,125	(1)
Transfer from General Fund	35,000	(1)
	<u>\$ 100,820</u>	(1)
Expenditures & Transfers-out		
Capital - Recreation	\$ 43,700	(2)
Capital - City Hall	\$ 130,600	(2)
Fees	9,750	(2)
	<u>\$ 184,050</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (83,230)</u></u>	

- (1) To adjust budget to actual
 (2) Bathrooms at Civitan, AV Upgrade, GovDeals fees

Grant Fund - CDBG	Increase (Decrease)	
Expenditures & Transfers-out		
Federal Grant	\$ 72,070	(1)
	<u>\$ 72,070</u>	
Expenditures & Transfers-out		
Administrative	\$ 14,415	(1)
Public service	2,560	(1)
Public facility	55,095	(1)
	<u>\$ 72,070</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) To adjust to actual grant proceeds remaining

2022 Final Budget Amendment

Amendment #6

	Increase (Decrease)	
Economic Development Fund		
Revenues & Transfers-in		
Payment in lieu of taxes	\$ 11,100	(1)
	<u>\$ 11,100</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 11,100</u>	

(1) To adjust to actual PILOT payment

	Increase (Decrease)	
TAD #3 Fund		
Revenues & Transfers-In		
Property Tax	\$ 50	(1)
	<u>\$ 50</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 50</u>	

(1) To record 2022 actual City tax revenue

	Increase (Decrease)	
TAD #5 Fund		
Revenues & Transfers-In		
Property Tax	\$ 650	(1)
	<u>\$ 650</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 650</u>	

(1) To record 2022 actual City tax revenue

	Increase (Decrease)	
Hotel Motel Tax Fund		
Revenues & Transfers-In		
Hotel-motel tax	\$ 118,780	(1)
	<u>\$ 118,780</u>	
Expenditures & Transfers-out		
Site repairs	\$ 2,270	(1)
DMO contract	16,970	(1)
Transfer to general fund	99,540	(1)
	<u>\$ 118,780</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1) To record 2022 actual revenue and increase offsetting expenditure budget

2022 Final Budget Amendment

Amendment #6

	Increase (Decrease)	
2015 SPLOST Fund		
Revenues & Transfers-In		
Interest Income	\$ 20,845	(1)
	<u>\$ 20,845</u>	
Expenditures & Transfers-out		
Capital - Streets, Bridges, Stormwater	\$ 20,845	(1)
	<u>\$ 20,845</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To record 2022 actual revenue and increase offsetting capital accounts

	Increase (Decrease)	
2020 SPLOST FUND		
Revenues & Transfers-In		
Interest income	\$ 43,000	(1)
	<u>\$ 43,000</u>	
Expenditures & Transfers-out		
Capital Projects unallocated	\$ 43,000	(1)
	<u>\$ 43,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To record 2022 actual revenue and increase offsetting capital accounts

	Increase (Decrease)	
2021 Bonded Capital Projects		
Revenues & Transfers-In		
Interest income	\$ 76,140	(1)
	<u>\$ 76,140</u>	
Expenditures & Transfers-out		
Capital Projects unallocated	\$ 76,140	(1)
	<u>\$ 76,140</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) To record 2022 actual revenue and increase offsetting capital accounts



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 3-6-23
Agenda Item: 2023 Budget Amendment #1
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? No
Cost: \$0

Funding Source if Not in Budget

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

2023 Budget Amendment #1 to record revenue received and expenditures approved that aren't in the 2023 adopted general fund budget and to record the carryover of unfinished 2022 capital projects, anticipate revenues, and additional funding request.

2023 Budget Amendment

Budget Amendment #1

GENERAL FUND

	Increase (Decrease)	
Revenues & Other Financing Sources		
Donations	\$ 10,000	(1)
Insurance reimbursement	26,390	(2)
	<u>\$ 36,390</u>	
Expenditures & Transfers-out		
Infrastructure - Burr Park Building	\$ 22,215	(1)
Fire - equipment repairs	26,390	(2)
Recreation - building repairs	22,110	(3)
Budget contingency	(34,325)	
	<u>\$ 36,390</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1)	To record donation from Community Foundation for Burr Park for the Burr Park concrete paver replacement project and total project cost
(2)	Insurance reimbursement for damage to fire apparatus' struck by an ambulance
(3)	Insurance reimbursement received in 2023 for Mack Gaston gym floors damaged by sprinkler system

CAPTITAL IMPROVEMENTS FUND

Revenues & Transfers-In		
Sale of capital assets	\$ 10,000	(1)
Interest income	15,000	(1)
	<u>\$ 25,000</u>	
Expenditures & Transfers-out		
Projects requested by City Admin department	\$ 170,425	(2)(3)
Projects requested by Fire Department	304,860	(2)
Projects requested by HR	100,000	(2)
Projects requested by IT	151,200	(2)
Projects requested by Recreation	2,002,915	(2)
Fees	2,500	(1)
	<u>\$ 2,731,900</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (2,706,900)</u>	

(1)	Estimated sales of capital assets, interest income, and fees for GovDeals
(2)	Carry over of unfinished 2022 CIP projects of \$2,719,400
(3)	Additional funds of \$10,000 needed for City Hall AV Project

200222

Security Features Details on back



COMMUNITY FOUNDATION OF NORTHWEST GEORGIA

64-1341/611
PO Box 942
Dalton, GA 30722
Ph: (706) 275-9117

01/30/2023

PAY TO THE ORDER OF City of Dalton

\$ *** 10,000.00

Ten thousand dollars and 00/100*****

DOLLARS

City of Dalton
P.O. Box 1205
Dalton, GA 30722

AUTHORIZED SIGNATURE

MEMO

⑈00200222⑈ ⑆06⑆⑆⑆34⑆5⑆0005⑆48802639⑈

COMMUNITY FOUNDATION OF NORTHWEST GEORGIA

200222

This check is a payment for grant(s) from the Community Foundation of Northwest Georgia, Inc. All payments are subject to our terms and conditions which can be found at our web site. Cashing this check constitutes an agreement with these terms and conditions. Particular grants may have restrictions that are detailed here. For more detail on any particular grant (including information to send a thank you), please contact us at mitzi.boyd@communityfoundationnwgga.org.

Grant Info Purpose	Grant Amount
Grant 13147 :: Jeanne Burr Arts Park Burr Park Upgrades	10,000.00
Grant Total	\$10,000.00



PUBLIC WORKS DEPARTMENT

PROJECT NAME: BURR PARK CONCRETE PAVER REPLACEMENT

DESCRIPTION	QUANTITY	UNITS	September 16, 2022	
			UNIT PRICE	TOTAL PRICE
EROSION CONTROL				
PERMANENT GRASSING - SOD	2500	SF	\$ 0.75	\$ 1,875.00
TOTAL				\$ 1,875.00
CONCRETE IMPROVEMENTS				
SIDEWALK - 6" THICK	80	CY	\$ 185.00	\$ 14,800.00
GAB - STONE BASE	100	TNS	\$ 19.50	\$ 1,950.00
TOTAL				\$ 16,750.00
STORM DRAINAGE				
12" HDPE	120	LF	\$ 14.90	\$ 1,788.00
HDPE DRAINAGE INLETS	6	EA	\$ 200.00	\$ 1,200.00
HDPE FITTINGS	6	EA	\$ 100.00	\$ 600.00
TOTAL				\$ 3,588.00
TOTAL JOB COST				\$ 22,213.00

Cindy Jackson

From: Chad Townsend
Sent: Friday, February 3, 2023 10:24 PM
To: Andrew Parker
Cc: Cindy Jackson; Caitlin Sharpe; Tosha Haynes
Subject: Re: Burr Park Concrete Paver Replacement

Caitlin,

We'll send invoices over as we perform the work, please let me know if we need to code a certain way based on email below or send to you to pay. Lets discuss any hard cost we'll incur over the \$10,000 that was donated. I believe (but need to verify) we budgeted the project at approximately \$23,000 so there may be a \$13,000 deficit that we'll need to overcome.

We can discuss deficit later but want to get the initial \$10,000 ironed out ahead of time.

Thank You

Chad Townsend
Director - Public Works Department
City Of Dalton

Sent from my iPhone

On Feb 3, 2023, at 5:40 PM, Andrew Parker <aparker@daltonga.gov> wrote:

Cindy – This will be general fund through Parks & Rec/infrastructure.

P. Andrew Parker, P.E.
City Administrator
City of Dalton
PO Box 1205 | 300 W. Waugh St
Dalton, GA 30722
Email: aparker@daltonga.gov
Office: (706) 529-2404

From: Cindy Jackson <cjackson@daltonga.gov>
Sent: Friday, February 3, 2023 5:20 PM
To: Andrew Parker <aparker@daltonga.gov>
Subject: RE: Burr Park Concrete Paver Replacement

Thanks Andrew. Are we going to pay this project out of CIP or general fund?

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone

Handwritten notes in blue ink: "497000 - 541200 - 30005" and "497 30005" with a circle around the second "30005".

CLAIM OFFICE ADDRESS
 PO BOX 8016
 WAUSAU, WI 54402
 CONTACT: TURNER, S
 PHONE: 1-414-577-2100



CHECK NUMBER 18381690	CHECK DATE 02/02/23
CHECK AMOUNT \$26388.07	BLOCK NUMBER 000174

ACCIDENT DATE: 12/16/22
 INSURED: HAMILTON HEALTH CARE SYSTEM INC

CLAIM NO. AB413-382954-01
 POLICY NO. AS2641445448012929

CLAIMANT:
 CITY OF DALTON

INSURED OPERATOR:
 AARON, SARAH

COV TYPE	PROVIDER	SERVICE FROM - THRU	CHARGE	ADJUST CODE	PAID AMOUNT
LIPD		01/31/23 - 01/31/23	26388.07		26388.07

PAYMENT SENT TO:
 CITY OF DALTON

SUB TOTAL 1	26388.07
DEDUCTIBLE	0.00
SUB TOTAL 2	26388.07
WITHHOLDING TAX	0.00
CHECK AMOUNT	26388.07

COPY OF PAYMENT EXPLANATION TO:

COVERAGE TYPES
 LIPD: LIABILITY - PROP DAMAGE

ADJUSTMENT CODE NOTES

EOP NOTES
 PAYMENT FOR DAMAGES UNIT HS6928

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-ZONE SECURITY DOCUMENT. CHECK BACKGROUNDS AND CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

ANA *000170*
 PO BOX 8016
 WAUSAU, WI 54402



B. CODE 280	51-44/119 CHECK NUMBER 18381690
-----------------------	--

PAY TO **\$26388.07**

DATE OF CHECK 02/02/23	PAYMENT IDENTIFICATION AB413-382954-01
----------------------------------	--

VOID IF NOT PRESENTED WITHIN 60 DAYS OF DATE OF CHECK

BANK OF AMERICA HARTFORD, CT

PAY TO THE ORDER OF

CITY OF DALTON
 404 SCHOOL STREET
 ATTN: MIKE RUSSELL
 DALTON, GA 30720

Liberty Mutual Insurance Group

OFFICE NO.
413

NOT VALID IN EXCESS OF \$26,389***

⑈ 18381690⑈ ⑆ 011900445⑆ 0000000067589⑈

Cindy Jackson

From: Todd Pangle <tpangle@daltonga.gov>
Sent: Monday, February 13, 2023 9:54 AM
To: Cindy Jackson
Subject: FW: Insurance Check
Attachments: SKM_C36823021309520.pdf

Good Morning,

We have finally received this check to cover the repairs to one of our apparatus' that was struck by an ambulance. I have attached a copy of the check and I will be delivering to finance today. If you have any questions please let me know.

Do you need a copy of the estimate for repairs on this?

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720
Office: 706-226-9648
Fax: 706-272-7107



"A pessimist sees the difficulty in every opportunity. The optimist see the opportunity in every difficulty." – Winston Churchill

From: Todd Pangle
Sent: Tuesday, January 31, 2023 3:16 PM
To: Cindy Jackson <cjackson@daltonga.gov>
Subject: Insurance Check

Cindy,

We will be receiving a check from Hamilton EMS insurance company. This is to cover the cost of the damages that were caused by one of their ambulances coming into contact with our ladder truck. The check is supposed to be in excess of \$26k. I had them make the check out to the city and we can pay William's Fire for the repairs when completed. If you have any questions or want to do this a different way just let me know.

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720
Office: 706-226-9648
Fax: 706-272-7107



Character is much easier kept than recovered.

Thomas Paine

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: Barton, Jessica - Dalton, GA <Jessica.Barton@mcgriff.com>
Sent: Friday, February 3, 2023 3:31 PM
To: Chambless, Clay - Insurance Services <CChambless@mcgriff.com>; Greg Batts <gbatts@daltonga.gov>
Cc: Sandlin, Cara W - Insurance Services <CSandlin@mcgriff.com>
Subject: RE: Re: Nob North and Mack Gaston Gym [-Private-]
Importance: High

Data Risk Classification [-Private-]

Good Afternoon Greg,

The carrier has filed the claim for Nob North and also provided status on the Mack Gaston Gym claim. She said it appear the claim was closed and a payment of \$22,108.82 was paid out for the damage and expense. Please let us know if you have any other questions.

	4A2210LW6N1-0001	06/01/2022	City of Dalton	\$
a sprinkler head was damaged at the Mack	Donna Goodloe	10/19/2022	Closed	\$

Thank you so much,

Jessica M. Barton
Account Manager II

P: 706-278-1149 Ext 3012 | Direct: 706-459-3012 | F: 888-751-3007 | E: jessica.barton@mcgriff.com
201 West Waugh Street, Suite 101, Dalton, GA 30720 | McGriff.com
McGriff CA License #0C64544



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CIP Fund #0370

	ORG	OBJ	Project	Description	CIP Budget Carryover FY 2023	CIP Budget Amendment FY 2023
Revenues - Other Sources						
Interest income	370001	361400				\$ 15,000.00
Sale of capital assets	370002	392100				\$ 10,000.00
Total Revenue - Other Sources						\$ 25,000.00
Expenditures						
Capitalize						
Infrastructure	370005	541400	132	Street plans for Cuyler St & Pentz Street	\$ 149,725.00	\$ -
Vehicle	370005	542200	132	City administrator vehicle 4x4	\$ 6,810.00	\$ -
Vehicle	370005	542200	350	3 Quarter ton truck 4x4	\$ 65,000.00	\$ -
Other equipment	370005	542500	154	City hall fire alarm system	\$ 100,000.00	\$ -
Other equipment	370005	542500	132	AV system @ City Hall	\$ 3,890.00	\$ 10,000.00
Computer related	370005	542400	153		\$ 151,200.00	\$ -
Network deployment						\$ 160,000.00
Backup services						\$ 60,000.00
Vehicle	370005	542200	610	Haig Mill Park work truck	\$ 375.00	\$ -
Site improvements	370005	541200	610	Turf replacements	\$ 1,616,000.00	\$ -
Building-structure improvements	370005	541300	610	Play ground replacements	\$ 225,000.00	\$ -
Dalton Green Playground						\$ 40,000.00
Civitan Park Playground						\$ 225,000.00
Expense						
Building repairs & maint.	370005	522210	350		\$ 239,860.00	\$ -
Bay aprons (1 & 3)						\$ 99,000.00
Resurface parking (2)						\$ 140,000.00
Roof replacement (4)						\$ 25,000.00
Building repairs & maint.	370005	522210	610		\$ 10,990.00	\$ -
Joan Lewis Pavilion						\$ 23,000.00
HP Playground						\$ 55,000.00
Site repairs & maint.	370005	522240	610		\$ 132,000.00	\$ -
Lakeshore (track)						\$ 120,000.00
HP Park (field resurface)						\$ 66,000.00
Small equipment	370005	531600	610	Camera's at recreation locations	\$ 18,550.00	\$ -
Dues & fees	370005	523600		GovDeals	\$ -	\$ 2,500.00
Total					\$ 2,719,400.00	\$ 12,500.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/06/2023

Agenda Item: Master Professional Services Agreement - Deckard Technologies Inc.

Department: City Clerk

Requested By: Bernadette Chattam

Reviewed/Approved by City Attorney? Yes

Cost: \$3,000.00

Funding Source if Not in Budget Budgeted for 2023

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

Approval of contract between Deckard Technologies Inc., and City of Dalton. Deckard Technologies provides software solutions for monitoring new or existing short-term rental (STR) activity in our jurisdiction. Total annual fee is \$3,000.00 and has been budgeted for 2023.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and City of Dalton, GA ("Client"), having its principal offices at 300 W. Waugh Street, Dalton, GA 30722.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the time line and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, both within and outside normal working hours, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall at all times fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her apprised of the day-to-day progress of the work.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 45 days of Client's receipt of such invoice.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information (“Confidential Information”). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall cooperate

in good faith with Deckard in the settlement, compromise, negotiation and defense of any claim that affects Deckard business interests and shall consider the impact of such claims on Deckard. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property solely caused by the acts of Client, its customers or its agents; **(b)** any violation solely by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Georgia, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Whitfield County, Georgia. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties, If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

ATTN: Andrew Parker
300 W. Waugh St.
Dalton, GA 30720

In the case of Deckard:

Nick Del Pego
CEO
1620 Fifth Ave Suite 400
San Diego, CA 92101

23. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: Nick Del Pego

Print Name: _____

Date: _____

Date: _____

Title: CEO

Title: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and City of Dalton, GA dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the Designated Geography based upon publicly available data and such other data relevant to the Designated Geography to be provided to Deckard by Client (the “Reports”). The Reports shall include at a minimum:

- 1.1. How many STRs are currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

- 2. **Designated Geography.** City of Dalton GA
- 3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.
- 4. **Fees; Payments.**

4.1. Annual Software Subscription: \$3,000 minimum fee (based on a monitoring fee of \$25 per property that is listed in Rentalscape as an identified STR). We approximate 20 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first year.

4.2. Annual Property Identification: Included(based on an estimated 20 new properties identified in the first year). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees.

4.3. Maximum Price: In no event will the total subscription fees in the first year exceed \$3,000.

4.4. Timing: Client will pay the annual subscription fees within 15 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: Nick Del Pego

Print Name: _____

Date: _____

Date: _____

Title: CEO

Title: _____



Stacey Kurtz
SE Director of Sales
(407) 342-5029
stacey@deckard.com

OCTOBER 21, 2022

PROPOSAL

for the

City of **Dalton**, GA

SHORT-TERM RENTAL INVENTORY, REGISTRATION, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by



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FOREWORD

Deckard Technologies, Inc. is pleased to submit this proposal to the City of Dalton.

At Deckard we have one simple mission – to support local communities.

We ensure local governments like the City of Dalton are able to enforce compliance, recoup crucial revenue, and keep communities safe.

We identify areas to utilize our data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes.

Since its inception in 2018, Deckard has focused on using industry leading data science processes and methodologies to help cities and counties track, measure and manage both long-term and short-term rental activity. With the exponential growth of the STR market, cities and counties can benefit significantly from having one single, easy to use platform that is powerful enough to both identify and track all rental activity.

Enter Rentalscape. Deckard's STR management platform will discover, identify, and efficiently present all STR activity in the City of Dalton, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification, and more.

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made. This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history and availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listing itself.



OVER THE PAST 12 MONTHS, RENTALSCAPE HAS MINED IN EXCESS OF HALF A BILLION STR LISTING RECORDS AND OVER 350 BILLION CALENDAR RECORDS. RENTALSCAPE CONTINUALLY MONITORS EVERY STR LISTING IN THE US, CAPTURING BOOKINGS AS THEY ARE MADE, AND IDENTIFYING VIOLATIONS WHEN THEY OCCUR



IN REVIEWING OUR DATA FOR DALTON WE HAVE BEEN ABLE TO IDENTIFY OVER

39

LIVE STR LISTINGS
IN DALTON

20

PROPERTIES ACTIVELY
ACCEPTING BOOKINGS

179000

ESTIMATED TOTAL HOST
REVENUE FOR 12 MONTHS

ABOUT DECKARD

Deckard Technologies, Inc. is a California-based corporation with headquarters in San Diego plus two international offices in Sydney, Australia and Medellín, Colombia. Deckard was founded in 2018 by Gregory Rose, a world-renowned cryptographer with over 100 patents to his name. He formed a technical team holding a similar number of patents between them who had all worked together at Qualcomm for over a decade prior to Deckard's inception.

At Qualcomm, the team successfully tackled some of the most difficult data-intensive challenges including developing data collection for self-driving cars and identifying every single cell phone in the world. Our team's success at Qualcomm and Deckard is a tribute to the truly exceptional abilities of the entire engineering group.

Deckard Technologies, Inc. is qualified to conduct business in the City of Dalton and the State of Georgia and has not been debarred by the Federal government, State of Georgia or local government in any jurisdiction within the US or worldwide.

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

PRODUCT OVERVIEW

INTRODUCTION

Rentalscape provides a complete solution for your City to manage short-term rental activity. All aspects of short-term rental activity are supported by Rentalscape including identification of rentals, monitoring rental activity, handling complaints, permitting, and TOT collection. At Deckard we specialize in short-term rental analysis and management, constantly identifying and monitoring more properties than any of our competitors. We have a 100% client retention record because, in short, our customers love our products and our service.

The Rentalscape system has 4 key solution components available:

1. The short-term rental listing monitoring system that captures 99% of all short-term rental activity nation-wide every single day. By monitoring all listings in the US every day Rentalscape records not only which days are booked, but exactly what day each booking was made.
2. The City Rentalscape portal that shows all monitored STR listings including weekly snapshots of every listing, booking information (past and future), the City permitting data, compliance activity, and allows City staff to take notes against any of the properties in the system.
3. An STR host-facing portal for STR registration (whether it be business licenses, STR permitting, or tax IDs) as well as tax collection. A report of all activity on this portal is sent to the City every evening. **Optional**
4. A 24/7 hotline and publicly available online complaint form that allows citizens to raise any concerns about STR activity. **Optional**

For every one of our customers, the Rentalscape team works in partnership with the City to provide not just the four software systems listed above, but instead a complete STR management solution. Our goal is to identify all STR activity in the City and to actively work with the City for the full length of the contract to reduce non-compliance and to increase tax collection. In this proposal we have included case-studies where we took over STR management for Placer County, CA and the City of La Quinta, CA. Within the 6 months after transition, we crawled, identified and brought into compliance hundreds of properties that had been missed by the previous providers.

The Rentalscope system:

- Includes unlimited City official access
- Is designed with intuitive controls and bold visual interfaces to shorten the learning curve
- Includes a dynamic map of the entire City and region, showing all STR listings as soon as they are detected
- The City map also includes customer-defined zoning overlays that can be used for reviewing and reporting purposes
- Allows City staff to manage STR permits (submit, approve, deny, suspend, revoke, etc.)
- Allows City staff to attach notes to permits and STR properties
- Flags violations based on the City ordinance
- Enables users to download property, listing and permit details
- Is Cloud based - no hardware or software to install
- Utilizes the latest in security practices: our company founder is a world-renowned cryptographer



It is easy to use and doesn't take much training.

The data you are looking for to enforce your municipalities ordinances is easily accessible.

Staff at Rentalscope is very responsive

Johnny Terfehr

COMMUNITY ENHANCEMENT & SAFETY MANAGER
CITY OF EASTVALE, CA

DATA MINING

The Rentalscape high frequency mining system is included in all Rentalscape installations and analyzes **every STR listing nationwide every day**. This system has been analyzing STR activity in the City of Dalton since January 2020 and has captured a record of every booking made on every STR discovered over the past 18 months. Rentalscape has identified approximately 20 STR properties active in the City of Dalton and our Machine Learning systems have already identified the address and owner of more than 1 of these properties.

Rentalscape by Deckard Technologies tracks transient vacation rental activity on over 10,000 sites across the internet every day. Where others track the major sites, Rentalscape continually scans the internet looking for transient vacation rental listings. To date Rentalscape has identified over 10,000 websites advertising transient vacation rentals and is finding more sites every day.

Once a new site is found, Rentalscape monitors the calendars of every listing on every site every day. Our competitors might monitor a few times per week but no platform other than Rentalscape monitors calendars every day.



More is more.

We mine every single listing. Every single day.

THEY MINE

60

SITES

WE MINE

10,000

SITES

Rentalscape analyzes every STR listing on every one of these sites daily. We record whether the listing is live and all the information in the listing including the description, the photos, the hostname, the reviews and most importantly the calendar availability. Rentalscape then compares every day of every calendar for every listing to the calendar on the previous day. Our artificial intelligence engines then categorize changes in calendar as either bookings or blockings. The result is a holistic view of the rental activity – where a property is listed on multiple sites, the calendars are combined, where bookings are taken word-of-mouth and calendars blocked on AirBnB or VRBO, Rentalscape identifies them as bookings. If a booking is taken on Stayz, luxe, Flipkey, or any of the other smaller brands, Rentalscape analyzes the parent site and records the booking.

National Property Manager Platforms

Over the past few years, national STR property management companies such as Vacasa & Evolve have expanded across the US. To ensure maximum exposure for their clients all of these platforms advertise their properties on the big 4 platforms. By monitoring the big 4 platforms, Rentalscape is monitoring the activity of these companies. Rentalscape provides the ability to report on all properties managed by the same company within your City.

“ Evolve lists you on the top sites like Airbnb, VRBO, Booking.com - and we use the best practices for each site ”

“ Visibility across more than 50 distribution channels including Airbnb, VRBO, La Cure, LVH and Marriott Homes ”

“ Your property will be put in front of ideal renters wherever they may be - Airbnb, VRBO, HomeAway and others. With a background in SEO, we know what it takes to get bookings ”

evolve VACATION RENTAL

AVANTSTAY

AVADA

TURNKEY

vacasa

Direct booking & smaller STR platforms such as Craigslist

It is extremely uncommon to see a lot of STR activity that is not also present on one of the big 4 platforms. In some cases though there are smaller local property managers with a loyal following, or other factors particular to a region that result in activity that cannot be captured by crawling the big 4 platforms alone.

In most of these cases, the local businesses abide by the local laws, they register their properties and more often than not they report how and where they are advertised. Any listings that are self-reported through the Rentalscape STR registration portal are displayed within Rentalscape, regardless of the platform on which they are hosted.

In areas where there is a high level of STR activity that is not present on the big 4 platforms, the Rentalscape staff work with the City to identify other sources of activity, to actively monitor this activity and to report the activity inside Rentalscape.

IMAGE ANALYSIS & ADDRESS IDENTIFICATION

For many of our clients, including the City of La Quinta in California, Rentalscape has successfully identified nearly 100% of active STR properties within the city limits. We fully expect to be able to identify more than 95% of the 20 STR properties in the City of Dalton within 6 months of being awarded the contract to manage your STR rentals. Our Rentalscape solution does not stop with the identification of properties and rental activity. We will actively work with you to reduce non-compliance and to increase TOT collection. In La Quinta we have reduced non-compliance by half in 2021. Of the 20 properties currently hosting short term rentals in the City of Dalton we expect to identify over 95% in the first six months of our engagement, and work with the City staff to ensure at least 80% of these properties are permitted and paying taxes.

The first step of our process is to analyze all listings including the descriptions and images. On almost all occasions where a property is listed on multiple sites, the same, or very similar images are used. Rentalscape discards general location shots and other common photos (e.g., shared swimming pools) and utilizes the rest of the photos to match listings of the same properties on the various sites we crawl.

The second step of the process is, where possible, to automatically determine the property location. This automatic address mapping process includes comparing photos to street view photos and real estate photos such as those found on Zillow. At Rentalscape we compare information such as host name, host location to property ownership records, and we compare property characteristics to county parcel data. For the past 18 months we have been automatically performing these two steps on every short-term rental listing nationwide including in the City of Dalton.

FIGURE 1 shows the Rentalscope map for the City of Dalton where 1 of 20 properties have already been identified using our artificial intelligence systems. Once under contract the remaining properties will be identified and individually verified by our Data Analyst staff for accuracy.

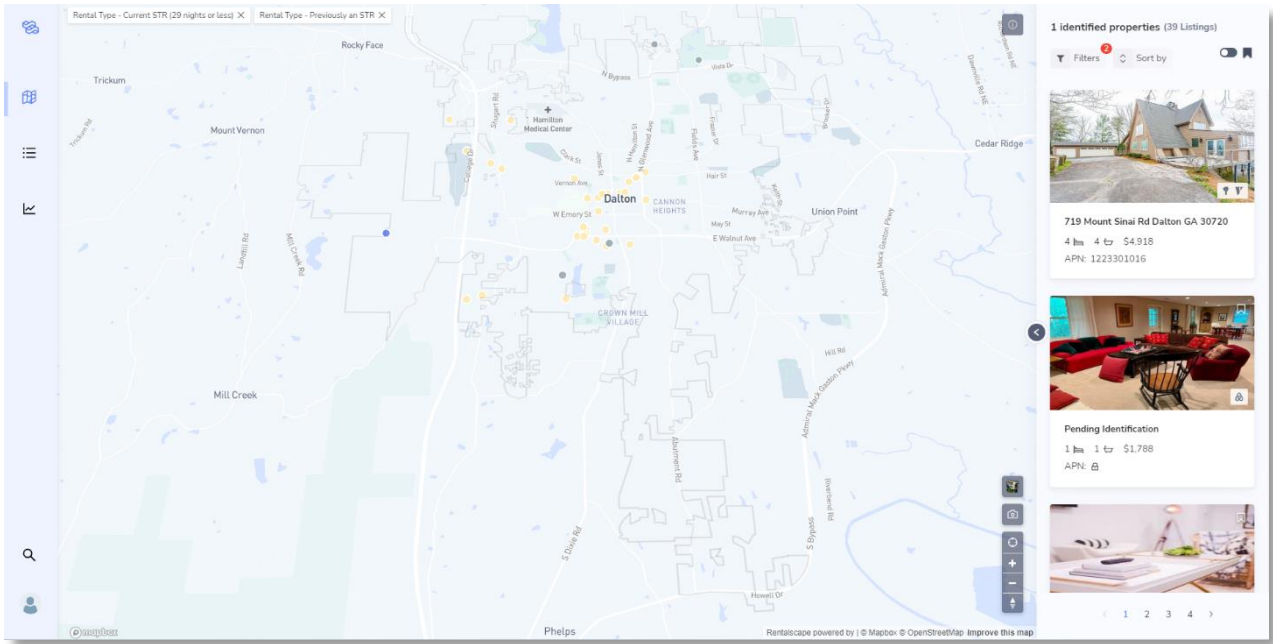


FIGURE. 1: Rentalscope Map
 the City of Dalton, GA

BLUE DOTS Properties already identified by Rentalscope Machine Learning
YELLOW DOTS Properties yet to be identified

The third step of the Rentalscope identification process is for our **in-house data analysis team** to review each and every listing’s suggested address. This includes properties identified by previous providers and supplied to Rentalscope by the City, properties automatically suggested by artificial intelligence, listings self-reported by the host, and finally the most elusive properties –properties that can only be found by manually scouring satellite imagery and other data sources. **We consider this level of diligence to be core to our business and never outsource this work.**

The address mapping process is carefully documented for every property. Should it be required for litigation or other purposes, the Rentalscope team will provide the exact audit trail of the address mapping performed including evidence that the STR listing matches the address identified. In addition, this evidence package contains information including the matching street view photo, the Zillow listing information or other information collected during the identification process.

With Rentalscape we are ready to hit the ground running in the City of Dalton because we've already captured and analyzed the STR listings in every city, town and county nationwide. As seen in Figure 1, we have already identified 1 of the 20 total properties in the City of Dalton to date. In comparing Rentalscape to others, check these numbers against those quoted by our competitors. We routinely find that other providers often underestimate the number of properties in each City.

FIGURE 2 shows a property in Texas where the VRBO listing was identified automatically by cross-referencing the images to a Movoto real estate sales advertisement.

1.
Address is identified
by matching images
on Movoto

The image shows two real estate listings side-by-side. On the left is a VRBO listing for a house in Port Aransas, Texas, with a price of \$450 per night. On the right is a Movoto listing for the same property, priced at \$1,350,000. A large teal arrow points from the VRBO listing to the Movoto listing, indicating the process of identifying the address by matching images. Below the listings is a table of local licenses/registrations for the City of Port Aransas.

license #	type	expire date	status
STR8413207	Short-Term Rental Registration	12/31/21	Active

2.
License is tied to
listing by cross-refencing
City data

FIGURE 2: **Rentalscope** analyses listing photography to identify the STR property address

THE RENTALScape PORTAL

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 3 shows an example property displayed in Rentalscape. Note that the calendar shows not only booked dates but differentiates separate bookings and shows the nightly rate and the date each booking was made. Also, note that the booking between September 16th and 18th 2021 was made in August 2021. Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Dalton ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

As seen above, for each property, Rentalscape presents all the available data on the property detail screen, starting with a compliance box highlighting any violations detected. Rentalscape is configured to match the city's ordinance and is capable of flagging violations following the city's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the city ordinance. **Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

Rentalscope also includes a dashboard that provides an overview of all STR activity in the city. This dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See figure 5, below as an example of the the City of Dalton dashboard. Please note that some charts will not be activated until we go live in the City of Dalton.

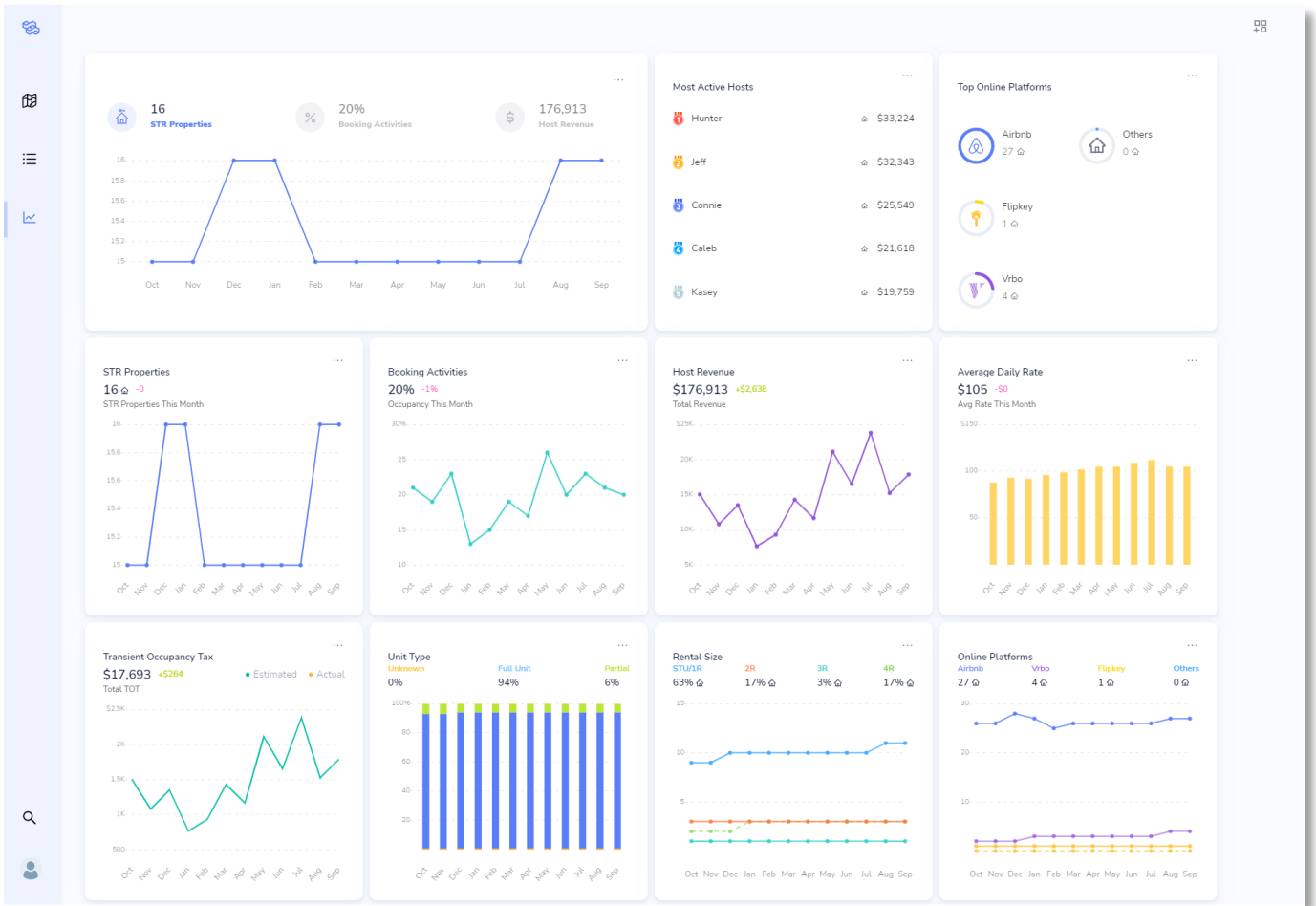


FIGURE 4: Rentalscope the City of Dalton Dashboard Example

OPTIONAL FEATURES

The Rentalscape STR Registration and Renewal portal is a configurable system that is customized for each client. Included in our project pricing is:

- Customization of this portal to include the City of Dalton branding.
- Adding custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the City wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the Rentalscape Permit Management portal allows City staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The Rentalscape Registration portal allows STR operators to update contact details pertaining to their permit for themselves, their property managers, and their local contacts. Rentalscape emails both the applicant and the City for each new application received and every permit approved. Rentalscape also generates a report daily containing the status and details of all permits.

FIGURE 6 below shows the Placer County TOT Certificate system showing Placer County specific fields. The Rentalscape staff will work with the City of Dalton to configure the registration system as needed.

Please report each listing advertising your short-term rental. Adding your listing makes payment verification process easier.

This is optional.

Listing Platform

Airbnb

URL

https://www.airbnb.com/rooms/12345678

Example: https://www.airbnb.com/rooms/12345678

+ Add listing

Select the type of the rental: (Select One)

Home

Apartment

Bed and Breakfast

Condotel ?

Condo

Duplex

Mobile Home

Motel

Triplex

Timeshare

Hotel

Select all that apply:

The property has a unit number.

The rental unit is a secondary dwelling.

More than one residential unit is proposed to be used as a short-term rental.

- Parcel number
- |
- Property Details
- |
- Owner
- |
- Manager and Contact
- |
- Optional: listings
- Parcel number
- |
- Property Details
- |
- Owner
- |
- Manager and Contact
- |
- Optional: listings

Placer County TOT Certificate Application

Main Menu

What is the parcel number of your rental property?

Example: 123-123-123-000. If the parcel number of your property is 9 digits, add "000" at the end to make it 12 digits.

*

[Lookup parcel number by address](#)

Owner Information - All Fields Required

Owner Name

* Thomas H Hardley

Phone Number

* 555-555-5555

Email

* cmb@deckard.com

Mailing Address

945 N LAKE BLVD, TAHOE CITY, CA, 96145

Same as rental unit

Who is the certificate holder?

The owner

The property manager

Who is the local contact person?

The certificate holder

Someone else

- Parcel number
- |
- Property Details
- |
- Owner
- |
- Manager and Contact
- |
- Optional: listings
- |
- Confirmation

FIGURE 5: Rentalscape STR Registration System


Tax Payment Option

The Rentalscape Tax Payment portal can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked.

The Rentalscape Tax Payment system is customized for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required.

The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. Our existing customers have seen an increase in tax payments following the adoption of this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the city allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 7 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the City of Dalton to configure the Tax Payment system as needed.


Placer County Online TOT Payment
Main Menu

For the following quarters, please report the taxable receipts, i.e. payments received for stays for fewer than 30 consecutive nights.

Taxable receipts INCLUDES, but is not limited to, nightly rents, weekly rents, standard cleaning fees, pet fees, internet charges, late check-out fees, extra person fees, and resort fees. Taxable receipts EXCLUDES refundable deposits and any additional items included in a special package rate, such as ski passes, or other recreational activity or additional service subject to CA sales tax. Taxable receipts exclude payments received for units that are occupied more than 30 consecutive days.

April 2021 to June 2021

Taxable Receipts	Number of Days Available	Number of Days Occupied
\$ 24680 *	31 *	12 *

I have not received any revenue for this quarter

+ Add previous quarters

Please confirm the following information, and sign below.

	TOT	Assessment	Late Penalties	Accrued Interests	Total
Apr-Jun 2021	\$2468.00	\$0.00	\$493.60	\$74.04	\$3035.64

Legal Name of Authorized Signatory: *

Date (MM/DD/YYYY):

I certify under penalty of perjury that this information is accurate and I am an authorized representative or owner of this property. I acknowledge that my signature is legally binding.

Total Amount Due

\$3,126.61

Assigned TOT Rate
\$2,468.00

Assessment (1%)
\$0.00

Accrued Interest
\$74.04

Late Payment Penalties
\$493.60

Card Processor Fee
\$90.97

Payment Method

Credit or Debit Card

Bank Account

Card Information

TOT Certificate

Email Address for Payment Confirmation

- Certificate
- Report revenue
- Confirmation and Acknowledge
- Payment

Pay

FIG 6: Rentalscape TOT Payment System

Permit Management Option

The Rentalscape City portal allows City staff to view STR permits and applications, to change the permit status (approve, deny or revoke) and to create notes. The STR permits are automatically associated with any identified STR listings that match the permit address. Rentalscape associates permits with listings using APNs and unit numbers to ensure accuracy.

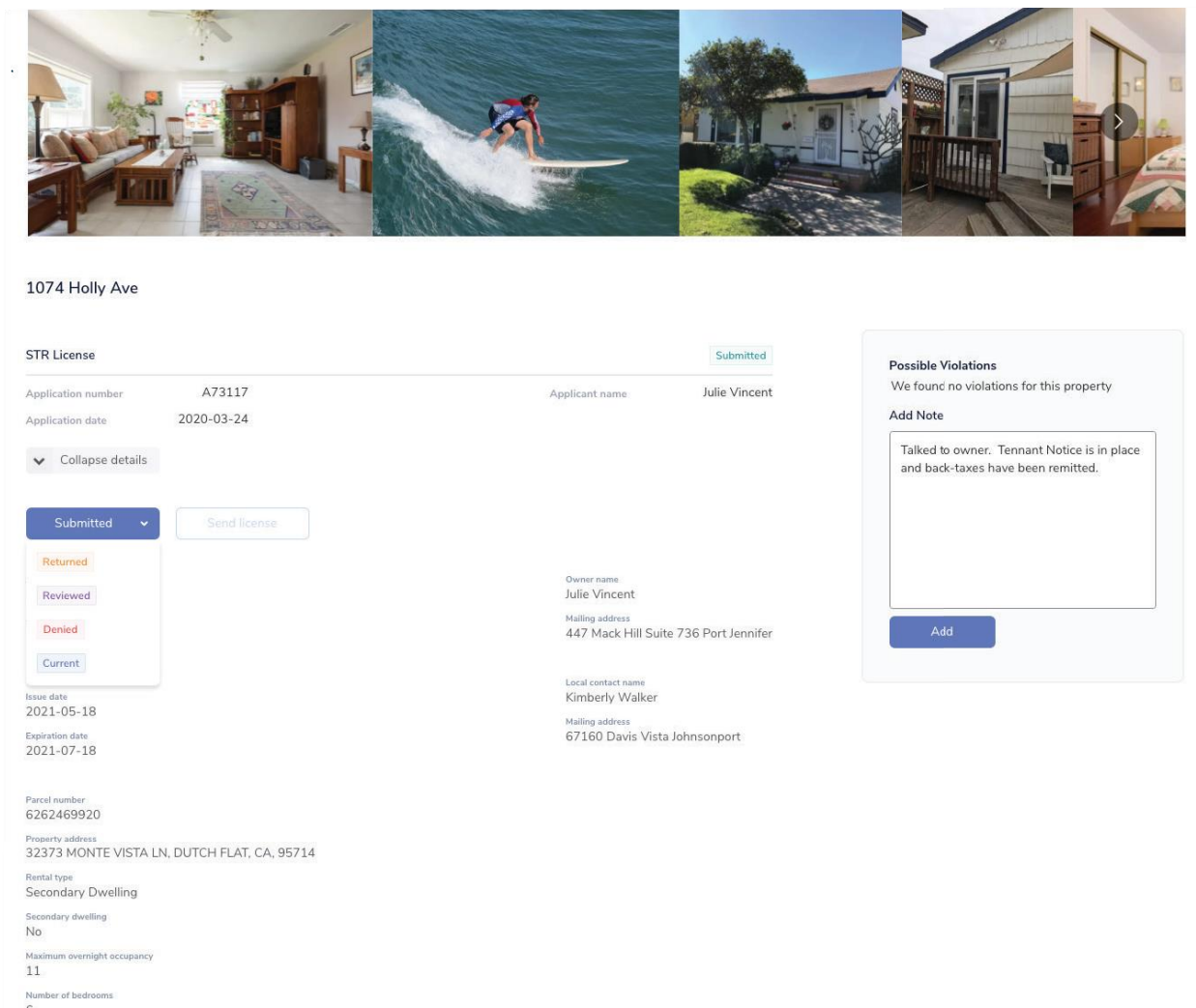
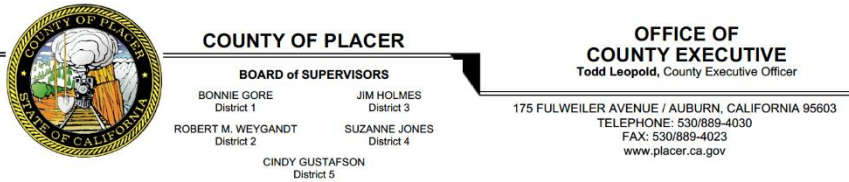


FIG 7: Rentalscape Permit Details Screen showing notes, permit status and details of all permits

Letter Campaign for STR Hosts Option

Rentalscape will create and send letters to all Identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the City of Dalton staff prior to beginning the mailings.

Rentalscape’s targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement. Earlier this year, Placer County in California utilized Rentalscape to identify one property where the taxes due totaled more than \$50,000.



Thursday, July 29, 2021
 Miners Camp LLC
 29780 School St
 Foresthill, CA, 95631
 Cc:
 24381 Foresthill Road
 Foresthill, CA, 95631

Subject: 24381 Foresthill Road, Foresthill, CA, 95631 APN 007101009000

Dear Miners Camp LLC,

Placer County was unable to verify that your property, listed with an online website, was properly registered with a Transient Occupancy Tax Certificate. In the unincorporated areas of Placer County, all lodging businesses and private home vacation rentals must collect and remit Transient Occupancy Tax (TOT) from guests staying 30 days or less. These requirements apply whether properties are rented directly by owners, through a local property manager, or through an online listing site.

As the owner of the property listed above, Placer County would like to work with you in completing the process to fully comply with the County’s Transient Occupancy Tax Ordinance. The first steps are to register and obtain a TOT Certificate for your rental property, report and remit the appropriate transient occupancy tax for the period of January 1, 2018 to June 30, 2021 and ensure compliance for all future rental activity.

For the next 15 days Placer County will waive any penalties and interest normally assessed for the period you operated your short-term rental property in a non-compliant state. If you do not complete the registration process and provide payment, Placer County will calculate estimated taxes due, including penalties and interest, for up to three years.

You may register your property and remit payment online at <https://placer-ca-str.deckard.com/>. If you have any questions, please email us at TOT@Placer.ca.gov or call a Revenue Services Division’s compliance specialist at (916) 543-3950. For additional information about Placer County’s Transient Occupancy Tax Ordinance, please visit our website at www.placer.ca.gov/tot.

Sincerely,

Doug Jastrow
 Revenue Services Manager

FIG 8: Rentalscape Placer County Complaint Letter

24/7 Complaint Line & Online Form Option

The Rentalscape 24/7 call center is available for fielding complaints raised by the public related to short-term rentals. Rentalscape also includes an online complaint form that is customized with City branding. All complaints are logged and reported to City staff.

City of Burlingame, CA

Short-Term Rental Complaint

If this is an emergency, please contact 911.

Otherwise, please fill out the form below to file a complaint about a short-term rental property.

What is the primary concern you are reporting? *

- Noise
- Trash
- Parking
- Illegal Rental
- Number of Guests
- Other

Where is the property you are reporting?

Address * Apt or Unit #

Complaint Description

Description of violations *

(0/2000)

Your Contact Information (Optional)

Providing your contact information will aid the officer conducting the investigation for this complaint.

First name Last name

Phone number Email

Attachments (Optional)

Maximum number of files: 5; maximum file size: 150MB

[+ UPLOAD PHOTOS, VIDEOS OR AUDIO](#)

Optional Information

Property owner's name

Short-term rental listing URL

SUBMIT

The correct department will be notified of your concern and enforcement action will be taken as appropriate. Most property owners take corrective action upon receiving an initial notice of complaint.

FIG 9: Rentalscape Online Complaint Form

Dedicated Account Manager

Deckard will assign the City of Dalton a dedicated Account Manager, who will work with the City to develop “best practices” based on Deckard’s experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with city staff as requested.

DATA ACCESS AND REPORTING

The platform includes the ability to customize reports and download all results into an easy to use format. All maps, historical listing PDFs and interface displays are available for direct download to be used as evidence on appeal.

CASE STUDIES

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following three contracts, similar in size and scope to the services outlined in this proposal, are all examples of successful partnerships between Deckard Technologies and its clients.

CASE STUDY 1

Placer County, CA

ORGANIZATION:	Placer County, CA
PM NAME:	Doug Jastrow
TITLE:	Revenue Services Manager
EMAIL:	dwjastro@placer.ca.gov
PHONE:	916-543-3945
PROGRAM:	Assist the County in identifying unpermitted STR operators and ensure local ordinances are followed; manage STR registration and TOT collection process

Placer County, California is included in the Greater Sacramento metropolitan area. The County stretches roughly 65 miles from Sacramento's suburbs at Roseville to the Nevada border and the shore of Lake Tahoe. From 2017 through November 2020, the County had a STR monitoring and permitting service with another provider.

In November 2020, Rentalscope delivered a new, live permitting system to Placer County in under 30 days, one that was tailored to their needs, highlighting our commitment to do whatever it takes to help a customer, Placer manages

thousands of STR permits per year and the Rentalscape platform was able to handle this high traffic volume with ease. In addition, we enabled daily reconciliation reporting that was lacking from Placer's previous provider so that the county's Revenue team had clear view of each transaction.

Within the first six months of our contract with Placer County, Rentalscape discovered over 1700 properties not previously identified and increased permitting from 56% to 88% compliance.

FIRST STR PROVIDER

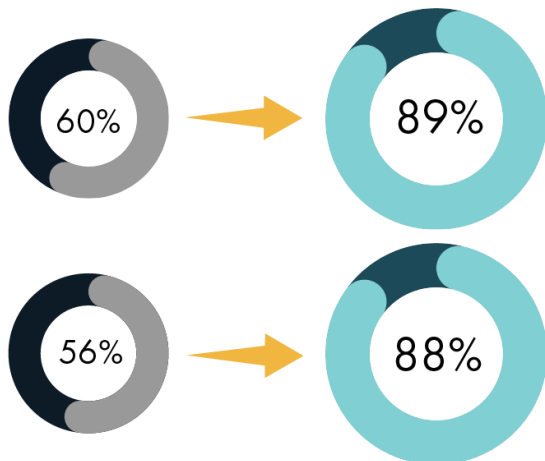
2016, 2017, 2018, 2019, 11.2020

- ADDRESS MAP: 3,011/5,037
- COMPLIANCE: 2,797/5,037

*
 IN LESS THAN 9 MONTHS
 DECKARD IMPLEMENTED A
 SIGNIFICANT INCREASE
 IN BOTH REVENUE
 & COMPLIANCE



TAHOE



11.2020 – Present Day

- ADDRESS MAP: 4,798/5,393 = **89%**
- COMPLIANCE: 4,721/5,393 = **88%**

CASE STUDY 2

City of Cathedral City, CA

ORGANIZATION:	City of Cathedral City, CA
PM NAME:	Annie Teall
TITLE:	Public Safety Dispatch Supervisor / STR Compliance Supervisor
EMAIL:	ateall@cathedralcity.ca.gov
PHONE:	760-770-0302
PROGRAM:	Assist the County in identifying unpermitted STR operators and ensure local ordinances are followed

Cathedral City is a popular tourist town located in the Coachella Valley, bordering Palm Springs and Rancho Mirage. The city had a detailed ordinance with permitting requirements and occupancy limits for STR operators but was struggling with vast numbers of unpermitted rental operators conducting illegal rental activities.

The city turned to us and immediately upon utilizing Rentalscape saw tremendous benefits as far as identifying rental properties, identifying owners/hosts, and tracking detailed rental activities. Working alongside the city, we developed and implemented our FutureCast™ service, which is included with the Rentalscape platform. FutureCast™ identifies upcoming rental bookings in real time, prior to guest arrival, and allows the city to proactively address unpermitted rental situations. FutureCast™ proved invaluable during the COVID-19-related shelter-in-place ordinance imposed by the County of Riverside, as it allowed the city to identify rentals as soon as the booking was made, communicate with the host to ensure these rentals met the guidelines (first responders, emergency workers, etc.), or instruct the host to cancel the rental if they did not conform.

CASE STUDY 3

City of La Quinta, CA

ORGANIZATION:	City of La Quinta, CA
PM NAME:	Gil Villalpando
TITLE:	Assistant City Manager
EMAIL:	gvillalpando@laquintaca.gov
PHONE:	706-777-7094
PROGRAM:	Professional STR Location Services for Code Enforcement

The City of La Quinta, California is a resort city in Riverside County, located in the Coachella Valley. The city enjoys a healthy tourism industry, especially during the cooler winter months when the 'snowbirds' arrive in town.

The city was working with another STR service provider before they subscribed to Rentalscape. However, due to the previous provider's lack of flexibility and limited data insights, the decision was made to migrate to the Rentalscape platform to assist in identifying the city's large STR population.

In addition to Rentalscape, we also provide the city with advanced analytics, including STR utilization rates, rental frequency and localized distribution. La Quinta has over a hundred different Homeowners Associations (HOA) within the city, each with its own by-laws. Utilizing Rentalscape has enabled the staff to drill down to the HOA level and incorporate each HOA's unique restrictions and regulations. Finally, we have created custom reports to enable Council and staff to craft better, more informed policies regarding Short-term Rentals.



Deckard has been a great organization to work with. We have worked with several previous vendors that provided a product that was not flexible and provided limited information. Deckard has gone above and beyond to help us with a product that is easy to use and flexible for our team. They also have great customer service and are there for any questions from our team. They have been a great addition to our family

Gilbert Villalpando

ASSISTANT CITY MANAGER
CITY OF LA QUINTA, CA

THE TEAM



NICK DEL PEGO

CRAIG BROWN

JESSICA FLANAGAN

TONY MORIARTY

CHIEF EXECUTIVE OFFICER
EXPERIENCE: 25 YEARS

PRESIDENT
EXPERIENCE: 30 YEARS

CHIEF TECHNICAL OFFICER
EXPERIENCE: 16 YEARS

VP OF DATA SCIENCE
EXPERIENCE: 16 YEARS

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick's career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs. Nick and the core technical team have been solving data problems together for over 13 years.

Senior level executive and engineer for three renowned telecommunications and graphics companies. He leads by example and has spent his career leading teams that push the boundaries of what is possible. Craig is always focused on client success, enabling creative solutions that quickly become industry best-practices.

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, skilled trouble-shooter, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Her team will make your data come together and is the backbone of everything we build.

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open Source contributor. Building on the foundation that Jess creates, Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more insights than anyone else in the market.



DANA LORIMER

CLIENT SUCCESS MGR
EXPERIENCE: 30 YEARS

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana’s specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



ALEXA HAUN

SR CLIENT SUCCESS MGR
EXPERIENCE: 8 YEARS

Alexa combines her 8 years of experience working in highly dynamic tech environments with her degrees in Psychology and Communications to provide an empathetic level of service to customers. She has a passion for building relationships, solving problems, and using creative insights to drive meaningful customer engagements. Her background is in digital agency account leadership; complex program management; strategic planning and creative web services



DUSTIN REILICH

VP SALES & GOVT AFFAIRS
EXPERIENCE: 31 YEARS

As the head of Sales, Dustin brings decades of government experience to the Deckard team. His far-reaching experience has taken him to every city and county in the California, as well as countless other jurisdictions nationwide. He is passionate about staying involved throughout the implementation process to ensure his clients get exactly what he promised, and more.



BORIS STARK

PUBLIC POLICY CONSULTANT
EXPERIENCE: 15 YEARS

Boris has over a decade of experience in the property management space, and is the former Vacation Rental Compliance Officer for the City of Palm Springs, where he created one of the nation’s premier Short-Term Rental Management programs in the country. In his current role, he helps our clients address local challenges and develop tailored solutions.

PRICING PROPOSAL

Currently, Rentalscape is showing close to **39 live STR listings in the City of Dalton**. Based on the number of live STR listings, we estimate there are **20+ short-term rental properties in the City**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



PROPERTY IDENTIFICATION	PRICE
<ul style="list-style-type: none"> Estimated 20 new properties Identify property address & address Identify property owner address 	\$3000 Annually
MONITORING & REPORTING	
<ul style="list-style-type: none"> Estimated 20 properties Real-time reporting of all new listings & daily calendar monitoring FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations Daily calendar monitoring 	
REPORTING & ANALYSIS	
<ul style="list-style-type: none"> Dynamic reporting, offering multiple ad hoc reports Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER	
<ul style="list-style-type: none"> Single Point of Contact for City staff for all matters Ensures the City is following Industry best practices Shepherds the implementation process from start to finish Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
<ul style="list-style-type: none"> No limit on the number of Rentalscape user accounts No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$3000

NOTE – Pricing valid for 90 days



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 03/06/23
Agenda Item: Intergovernmental Agreement with JDA
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Intergovernmental Agreement with the Dalton-Whitfield County Joint Development Authority for Stormwater Improvements on Coronet Drive

Intergovernmental Agreement

This intergovernmental Agreement (this “IGA”) is entered into as of this ____ day of March, 2023, by and between the City of Dalton, Georgia (the “City,”) a municipal corporation under Georgia Law, and the Dalton-Whitfield County Joint Development Authority (the “JDA,”) a statutory development authority created pursuant to Georgia Law.

WITNESSETH:

WHEREAS, the JDA is a statutory development authority created for the purposes of promoting economic development, industry, tourism and trade within all of Whitfield County, Georgia; and

WHEREAS, pursuant to the Revenue Bond Law (OCGA §36-82-60 et seq., as amended,) the JDA has the power to issue revenue bonds to encourage industrial development and/or redevelopment within Whitfield County; and

WHEREAS, the JDA is authorized to make and execute contracts and other instruments necessary to exercise the powers of the JDA; and

WHEREAS, the City supports the JDA’s efforts to improve economic development within the Whitfield County community, and particularly within the City of Dalton, Georgia; and

WHEREAS, the City and the JDA are authorized enter into contracts for terms not exceeding fifty (50) years for their governmental, proprietary or administrative functions.

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

-1-

On or about September 8, 2022, with the approval of the City, the JDA executed a Memorandum of Understanding (the “MOU”) by and between the JDA, Pentz Street Holdings, LLC and other parties with respect to an economic development expansion tax incentive project in furtherance of the mission of the JDA.

-2-

Pentz Street Holdings, LLC is a real estate holding company that, prior to the transfer to the JDA, holds title to certain real properties upon which Engineered Floors, LLC operates manufacturing facilities, including a manufacturing facility located on Coronet Drive within the City.

-3-

As a part of the incentives provided to Engineered Floors, LLC and Pentz Street Holdings, LLC, section 3.4 of the MOU provided that the JDA and the City would contract

with each other for the City to provide certain storm water improvements upon the real property located on Coronet Drive within the City.

-4-

Furthermore, the Whitfield County Superior Court, in Civil Action file 22-CI-938-B, specifically found and determined that such stormwater improvements, among the other incentives provided, do not violate any provision of the Georgia Constitution, such Final Order of Validation having become final and unappealable.

-5-

This IGA shall constitute such contract as contemplated by the MOU referenced hereinabove. The City herewith agrees that it shall complete or cause to be completed the storm water improvements shown upon Attachment "A," attached hereto and incorporated herewith by this reference. The City anticipates completion of the storm water improvements during calendar year 2023, depending upon weather and other factors, but the City does not guarantee any specific completion date.

-6-

As a part of this IGA, the JDA grants to the City any and all temporary access or easement rights as may be reasonably required by the City for the completion of the storm water improvements.

-7-

This IGA shall inure to the benefit of and shall be binding upon the JDA and the City and their respective successors and assigns, subject to any limitations set forth herein.

-8-

This IGA shall be governed by and construed in accordance with the laws of the State of Georgia.

City of Dalton, Georgia

By: _____

David E. Pennington, III, Mayor

Attest:

City Clerk

(SEAL)

Dalton-Whitfield County Joint Development Authority

By:

Kevin Harris, Chairman

Attest:

Secretary

(SEAL)

Total Length of Project Repairs- 2,140 LF

- 1,070 LF of Pipe Outside Building Footprint
- 1,070 LF of Pipe Inside Building Footprint

Plated CMP-
Concrete Invert
with no coating

Non-Plated 42" CMP-
Deteriorated Invert







Non-Plated CMP-
New large
diameter pipe

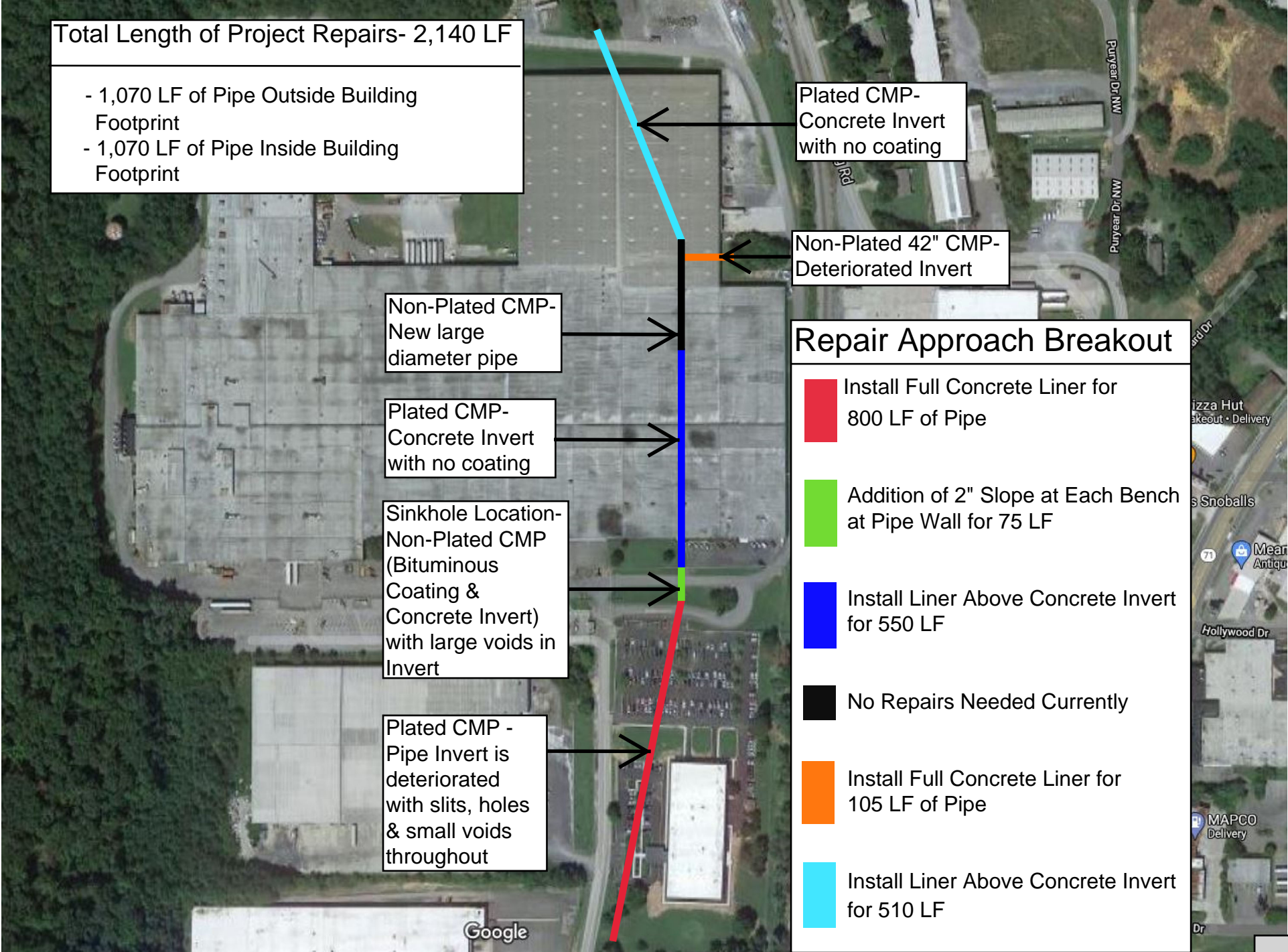
Plated CMP-
Concrete Invert
with no coating

Sinkhole Location-
Non-Plated CMP
(Bituminous
Coating &
Concrete Invert)
with large voids in
Invert

Plated CMP -
Pipe Invert is
deteriorated
with slits, holes
& small voids
throughout

Repair Approach Breakout

-  Install Full Concrete Liner for 800 LF of Pipe
-  Addition of 2" Slope at Each Bench at Pipe Wall for 75 LF
-  Install Liner Above Concrete Invert for 550 LF
-  No Repairs Needed Currently
-  Install Full Concrete Liner for 105 LF of Pipe
-  Install Liner Above Concrete Invert for 510 LF





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 03/06/23
Agenda Item: Resolution 23-05 Homestead Exemptions
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

RESOLUTION 23-05 A RESOLUTION APPROVING INTRODUCTION AND PASSAGE OF LOCAL ACTS IN THE 2023 REGULAR SESSION OF THE GENERAL ASSEMBLY OF GEORGIA TO PROVIDE FOR LOCAL REFERENDA OF THE ELECTORS OF THE CITY OF DALTON TO CONSIDER APPROVAL OF INCREASES TO THE HOMESTEAD EXEMPTIONS FROM CITY OF DALTON AD VALOREM TAXES FOR CERTAIN PERSONS AND FOR OTHER PURPOSES.

**CITY OF DALTON
RESOLUTION
NO. 23-05**

A RESOLUTION APPROVING INTRODUCTION AND PASSAGE OF LOCAL ACTS IN THE 2023 REGULAR SESSION OF THE GENERAL ASSEMBLY OF GEORGIA TO PROVIDE FOR LOCAL REFERENDA OF THE ELECTORS OF THE CITY OF DALTON TO CONSIDER APPROVAL OF INCREASES TO THE HOMESTEAD EXEMPTIONS FROM CITY OF DALTON AD VALOREM TAXES FOR CERTAIN PERSONS AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Dalton consider it in the interest of the public health, safety, and welfare of the citizens of the City of Dalton to increase the homestead exemption from City of Dalton ad valorem taxes beginning on and after January 1, 2024 for certain persons age 65 or over with annual incomes not exceeding \$35,000 and for “senior citizens” who are age 70 or over, and request that the local legislative delegation in the 2023 General Assembly sponsor appropriate legislation to provide such changes subject to local referenda for the electors of the City of Dalton approving such changes;

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

-1-

Request is made of the City’s local legislative delegation to sponsor legislation in the Regular Session of the 2023 General Assembly of Georgia to increase the homestead exemption for City of Dalton ad valorem tax purposes for certain persons and call for local referenda of the electors of the City of Dalton to consider the following:

- a) Approval of an Act providing a homestead exemption from City of Dalton ad valorem taxes for municipal purposes in the amount of \$150,000 for the assessed value of the homestead for residents who are 65 years of age or over and have annual incomes not exceeding \$35,000; and
- b) Approval of an Act providing for a homestead from City of Dalton ad valorem taxes for municipal purposes in the amount of \$250,000 of the assessed value of the homestead for residents of the city who are 70 years of age or over.

-2-

Upon approval of this Resolution a copy thereof shall be provided to the members of the local legislative delegation representing the City in the 2023 General Assembly.

SO RESOLVED this _____ day of _____, 2023.

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

City Clerk

Mayor



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/6/2023

Agenda Item: **The request of Melanie Honig to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.21 acres located at NE corner of Tyler Street and Chattanooga Avenue, Dalton, Georgia. Parcel (12-200-01-025) (City)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 23-01

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Low Density Single Family Residential (R-2) To Medium Density Single Family Residential (R-3) Being A Tract of Land Totaling 0.21 Acres Located At NE Corner Of Tyler Street And Chattanooga Avenue, Dalton, Georgia (Parcel No. 12-200-01-025); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Melanie Honig (Owner) has filed an application with the City to rezone property located at NE corner of Tyler Street and Chattanooga Avenue (Parcel No. 12-200-01-025);

WHEREAS, the Property is currently zoned Low Density Single Family Residential (R-2);

WHEREAS, the Owner is requesting the Property be rezoned to Medium Density Single Family Residential (R-3);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on February 7, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-3;

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

-1-

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

-2-

The Property located at NE corner of Tyler Street and Chattanooga Avenue identified as Parcel No. 12-200-01-025 is hereby rezoned from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: March 2, 2023

SUBJECT: The request of Melanie Honig to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.21 acres located at NE corner of Tyler Street and Chattanooga Avenue, Dalton, Georgia. Parcel (12-200-01-025) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Melanie Honig.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested R-3 rezoning. There were no further questions for Calhoun.

Melanie Honig stated that she plans to construct a single-family detached dwelling on the subject property. Honig stated that the size and architecture of the proposed dwelling would be reflective of those within the historic Crown Mill village. Honig went on to state that her intent was to construct a house that would appear to have existed on the subject property for many years.

With no other comments heard for or against, this hearing closed at approximately 7:38pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-3 rezoning. **Octavio Perez then made a motion to approve the R-3 rezoning. Jody McClurg then seconded the motion and a unanimous recommendation to approve the R-3 rezoning followed, 5-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Melanie Honig is seeking to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Single-Family Residential (R-3) a tract of land (parcel 12-200-01-025) containing a total of 0.21-acres located at NE corner of Tyler St. and Chattanooga Ave. The tract is currently undeveloped. The rezoning request to R-3 is sought to for the petitioner to develop the subject property with a single-family detached dwelling of comparable size and character to those in this area:

The surrounding uses and zoning are as follows: 1) to the north, is a 0.26-acre tract of land zoned R-2 that contains a single-family detached dwelling; 2) to the east, are two tracts of land zoned R-2 that each total approximately 0.18-acres and each contain a single-family detached dwelling; 3) to the south, is a 0.27-acre tract of land zoned R-6 that contains a small church; 4) To the west, is 1.1-acre tract of land zoned R-3 that contains a large historic home and museum. A review of the zoning map and existing development indicates that this area is a convergence of multiple residential zone districts as well as commercial.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council within the historic Crown Mill historic neighborhood.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

This area is one of historical significance to the City of Dalton with the historic Crown Cotton Mill village, historic Hamilton House, and other historic properties formerly associated with the former Crown Cotton Mill. Many of the historic mill village homes remain intact throughout this community. Dwellings throughout the Crown Mill Village tend to be single-family cottage style on small sub-acre tracts of land. There are, however a number of multi-family dwellings throughout the mill village of which several date back to the mill's operational era. The subject property may have formerly had a historic mill village dwelling, but the subject property has now been vacant for some time. The petitioner's request is simply to develop the subject property as a conforming R-3 property with a single-family detached dwelling. While the subject property is within a consistent R-2 block, the R-3 and R-6 zone districts are adjacent to the subject property on two sides. The introduction of the R-3 zone district at this location would likely have no effect in terms of the overall character of this area.

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

There is no expectation for any negative impact if the subject property is rezoned R-3 at this location. The R-2 and R-3 zone districts are each limited to single-family detached development. This rezoning, if approved, would allow for infill development to take place

on this vacant tract of land with a similar density to the majority of adjacent tracts within the historic Crown Mill Village.

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

The subject property is currently too small to be a conforming R-2 property which would make it impossible to obtain a building permit without a rezoning. The requested R-3 rezoning would allow for the subject property to be developed similarly to the majority of adjacent and nearby tracts within the historic Crown Mill Village.

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

N/A

(E) Whether the proposed (R-3) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No issues identified based on the limited size of the subject property and limitations of the R-3 zone district. This R-3 rezoning would result in the ability to construct one single-family detached dwelling.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote investment in aging residential neighborhoods. Infill development similar to the established pattern of development is the recommended development pattern for this character area. The proposed rezoning and development would be an excellent implementation measure for this character area.

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

This rezoning would simply enlarge the adjacent R-3 zone district and shrink the R-2 zone district in this area. As previously stated, a number of the R-2 zoned tracts are non-conforming based on their lot size, so the R-3 zone district will likely result in no change in the established lot size or single-family character of this area.

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

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-3 rezoning of the subject property based on the following factors:

1. The requested R-3 rezoning would allow for a zone district and land use that is similar to the majority of adjacent and nearby tracts.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing pattern of development throughout this area.
3. The requested R-3 zone district is a great fit for this location based on the Comprehensive Plan's future development map and narrative based on the established development pattern of this area.

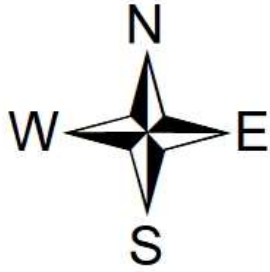
Honig Rezoning Request

R-2, Low Density Single Family Residential

to

R-3, Medium Density Single Family Residential

City of Dalton Jurisdiction



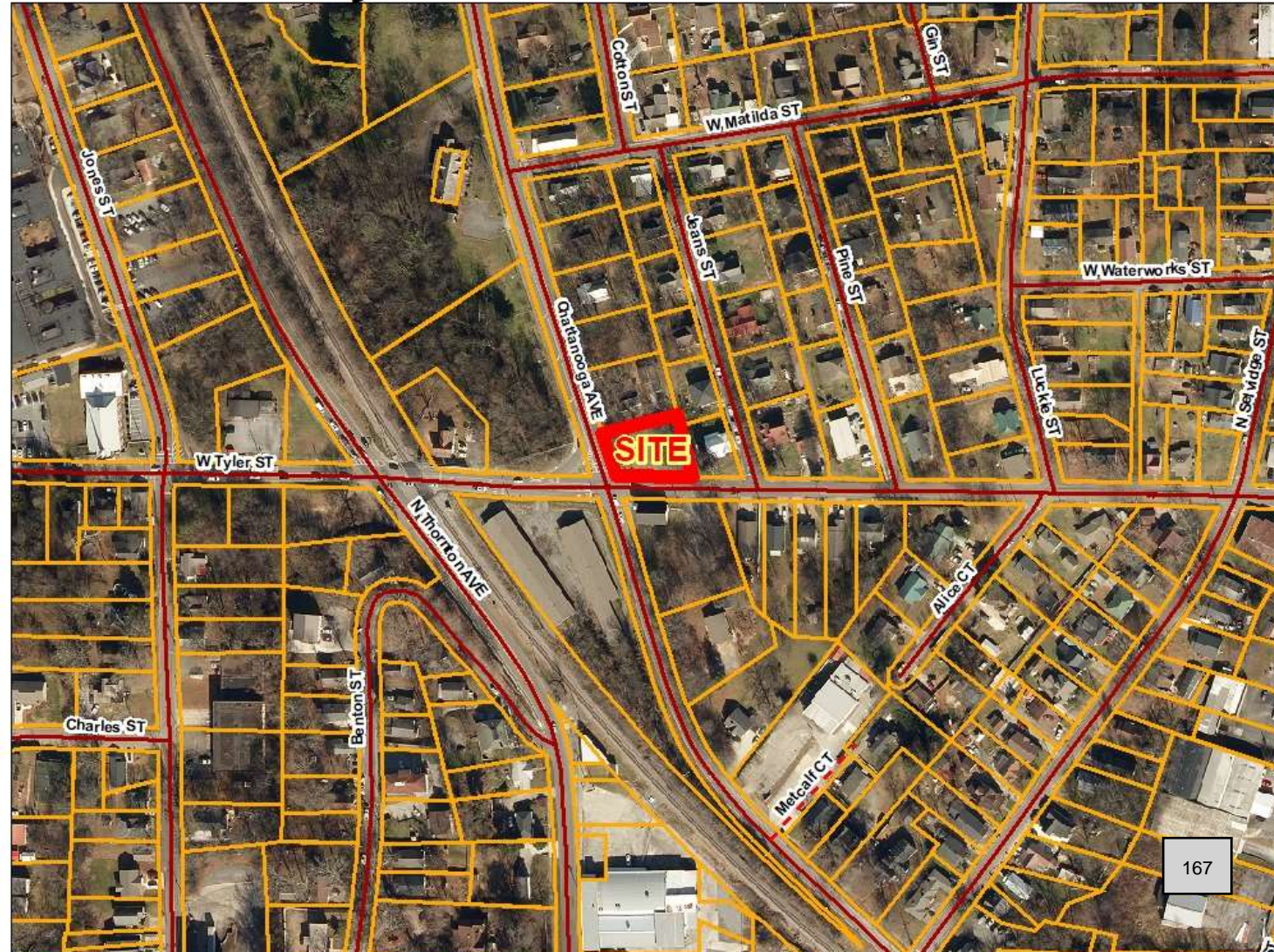
Unified Zoning

	Low Density Single Family Residential (R-2)
	Medium Density Single Family Residential (R-3)
	Rural Residential (R-5)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	Neighborhood Commercial (C-1)
	General Commercial (C-2)
	General Commercial (C-2) Cond
	Transitional Commercial (C-4)
	Light Manufacturing (M-1)
	Heavy Manufacturing (M-2)

FEET
200




Honig Rezoning Request R-2, Low Density Single Family Residential to R-3, Medium Density Single Family Residential City of Dalton Jurisdiction



FEET
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**Honig Rezoning Request
R-2, Low Density Single Family Residential
to
R-3, Medium Density Single Family Residential
City of Dalton Jurisdiction**



**FEET
100**



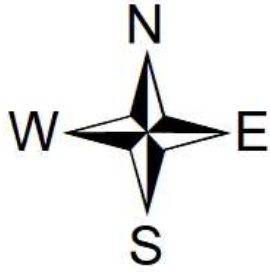
Honig Rezoning Request

R-2, Low Density Single Family Residential

to

R-3, Medium Density Single Family Residential

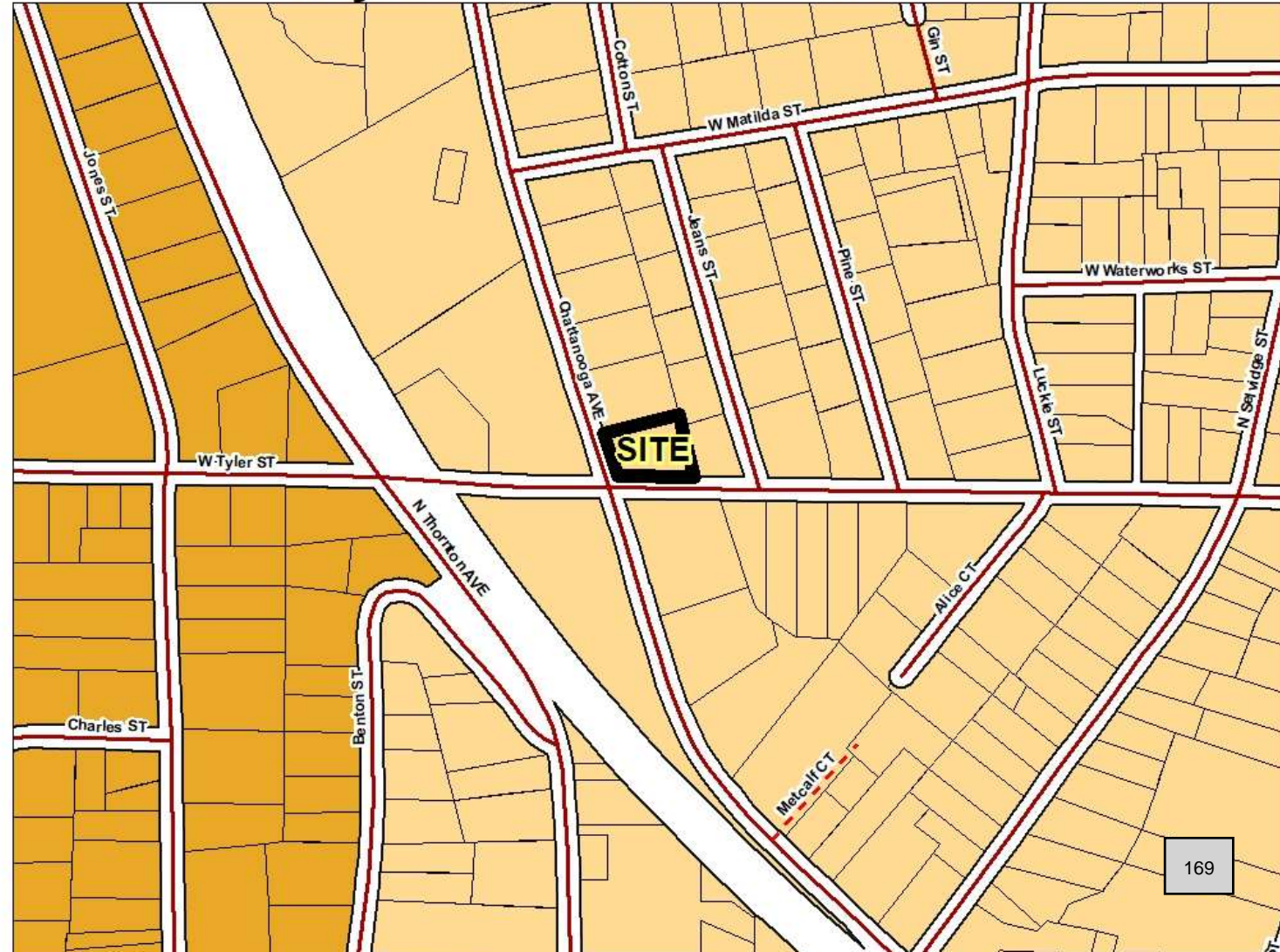
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Town Neighborhood
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/6/2023

Agenda Item: **The request of Sergio Paez to rezone from Rural Residential (R-5) to Neighborhood Commercial (C-1) a tract of land totaling 0.22 acres located at 401 Hawthorne Street, Dalton, Georgia. Parcel (12-200-14-001) (City)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 23-02

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Rural Residential (R-5) To Neighborhood Commercial (C-1) Being A Tract of Land Totaling 0.22 Acre Located At 401 Hawthorne Street, Dalton, Georgia (Parcel No. 12-200-14-001); To Provide An Effective Date; And For Other Purpose.

WHEREAS, Sergio Paez (Owner) has filed an application with the City to rezone property located at 401 Hawthorne Street (Parcel No. 12-200-14-001);

WHEREAS, the Property is currently zoned Rural Residential (R-5);

WHEREAS, the Owner is requesting the Property be rezoned to Neighborhood Commercial (C-1);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning proposed may not disrupt the character of the transitional land uses in the neighborhood the Planning Staff determined that the existing R-5 zone district is more compatible with most of the adjacent properties;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on February 7, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-1;

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

-1-

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

-2-

The Property located at 401 Hawthorne Street identified as Parcel No. 12-200-14-001 is hereby rezoned from Rural Residential (R-5) to Neighborhood Commercial (C-1) in accordance with the recommendation of the Dalton-Varnell-Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: March 2, 2023

SUBJECT: The request of Sergio Paez to rezone from Rural Residential (R-5) to Neighborhood Commercial (C-1) a tract of land totaling 0.22 acres located at 401 Hawthorne Street, Dalton, Georgia. Parcel (12-200-14-001) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Sergio Paez.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested C-1 rezoning with conditions. There were no further questions for Calhoun.

Sergio Paez requested that Octavio Perez translate English to Spanish due to Paez's limited English vocabulary. Paez stated that his plan is to construct a drive-through only restaurant on the subject property of a very small size. Chairman Lidderdale confirmed with Paez that he would not have any issue with the 20' buffer along the northern boundary of the subject property.

With no other comments heard for or against, this hearing closed at approximately 7:48pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1 rezoning. **Octavio Perez then made a motion to approve the C-1 rezoning with the conditions in the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve the C-1 rezoning with conditions followed, 5-0.**

STAFF ANALYSIS
REZONING REQUEST
Unified Zoning Ordinance

ZONING CASE: Sergio Paez is seeking to rezone from Rural Residential (R-5) to Neighborhood Commercial (C-1) a tract of land (parcel 12-200-14-001) containing a total of 0.22 acres located at 401 Hawthorne St. The tract is currently undeveloped. The rezoning request to C-2 is sought to for the petitioner to develop the subject property to serve as a terminal for a waste disposal company:

The surrounding uses and zoning are as follows: 1) to the north, is an 0.19-acre tract of land that is zoned R-5 which contains a single-family detached dwelling; 2) to the east, is an undeveloped 0.37-acre tract of land zoned R-7; 3) to the south, are two tracts of land across the street that are each under 0.2-acres in size, are each zoned R-5, and each contain a single-family detached dwelling; 4) To the west, is 0.91-acre tract of land zoned C-2 that contains a large commercial building. A review of the zoning map and existing development indicates that this area is a convergence of several different land uses and zoning districts.

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

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the convergence of a five-point intersection as well as the convergence of three zone districts R-5, C-2, and R-7. This area is clearly a transitional convergence of residential and commercial development approaching the City's central business district. While the proposed C-1 zone district may be appropriate at this location in terms of transitional development, there are concerns regarding the viability of the subject property in supporting a commercial use due to its challenging shape and limited size.

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

The intensity of development in this area does not raise concerns for a negative impact if the subject property were rezoned C-1. The developer would be required to provide for a 20' buffer along the entire norther boundary of the subject property if the rezoning is approved.

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

The subject property is adjacent to residential properties on the majority of its boundaries. The current R-5 zone district would not require a buffer and would have lesser setbacks than the requested C-1 zone district. There is no concern with the existing R-5 zone

district if it were developed as currently zoned.

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

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There is no concern for an impact to utilities at this location. The location of the subject property is challenging due to the five-point intersection at the southern point of the subject property. No matter the zoning or development of the subject property, access must be limited to Spencer St. in order to ensure safe ingress and egress. Due to the limitations associated with the limited size and shape of the subject property there is a concern for the property's ability to accommodate commercial traffic during busy hours of operation. The proposed food truck operation would be dependent on drive-in or pick-up service which would potentially be inundated during peak hours of operation. If the subject property is unable to accommodate parking, waiting vehicles would begin to overflow onto Spencer St. affecting traffic flow in a densely developed area of the city.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. The intent of this character area is to encourage and support investment into aging neighborhoods. The infill or redevelopment within this area should be reflective of the established character of development to protect the integrity of the neighborhood. While the proposed Neighborhood Commercial zone district and development may not disrupt the character of this transitional area, the existing R-5 zone district is more reflective of the majority of existing adjacent properties.

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

This location is "sandwiched" between the R-7, R-5, and C-2 zone districts. The C-1 zone district can be an appropriate transitional zone in locations such as this without concern for spot zoning or an entering wedge.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped

for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

While there are challenges affecting the subject property, it could be developed as it is currently zoned.

CONCLUSION: Staff can provide a recommendation to approve the requested C-1 rezoning of the subject property based on the following factors and two critical conditions:

1. While the requested C-1 zone district does not pose a zoning or land use conflict, at the proposed location, there are concerns of the subject property's ability to support the necessary parking due to its limited size and challenging shape.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing commercial and high-density residential character of this area as compared to the limited nature of the C-1 zone as a transitional commercial district.
3. While the requested C-1 zone district does not create significant concern in terms of compatibility with the intent of the Town Neighborhood Revitalization character area, the R-5 zone district is a better fit for this area.

Conditions necessary to address the potential accessibility issues:





***Note:** The conditions should be addressed prior to zoning given that a commercial zoning of the subject property will render it unusable in the event adequate parking is not feasible.

- Limit street access to Spencer St.
- Require a parking plan to illustrate the subject property's ability to provide sufficient parking for the proposed use.

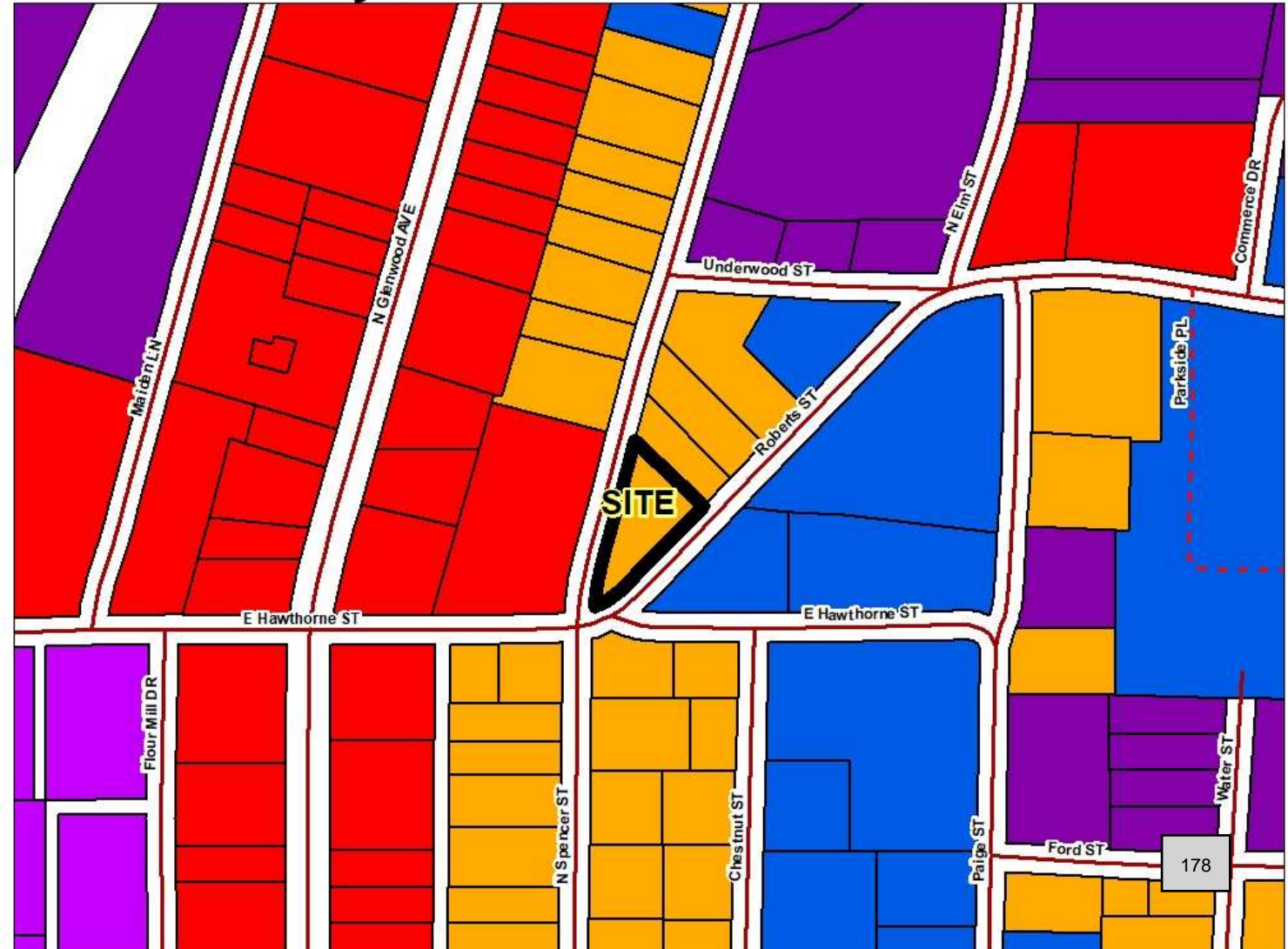
Paez Rezoning Request R-5, Rural Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



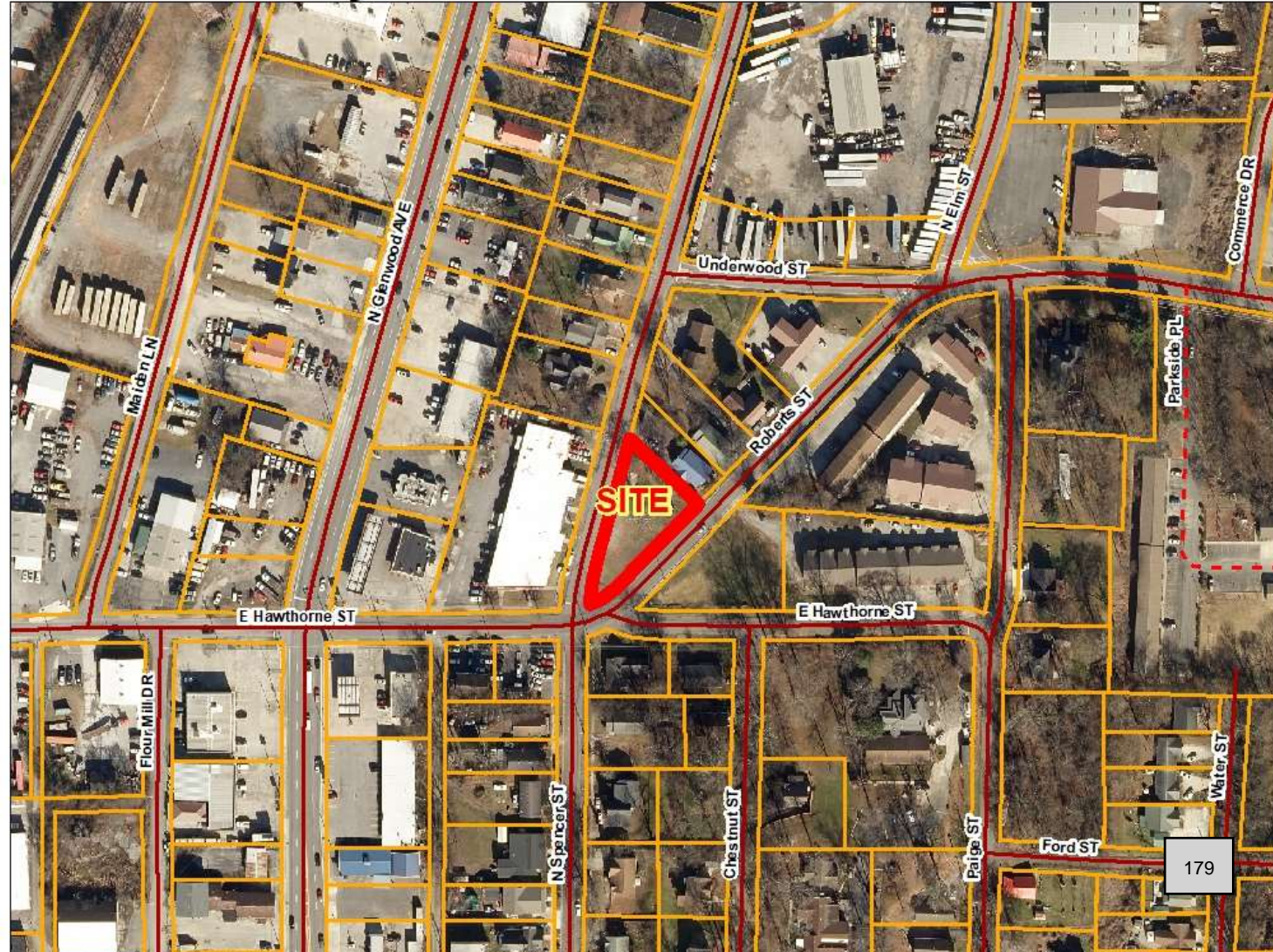
Unified Zoning

-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  General Commercial (C-2)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

FEET
200



**Paez Rezoning Request
R-5, Rural Residential
to
C-1, Neighborhood Commercial
City of Dalton Jurisdiction**



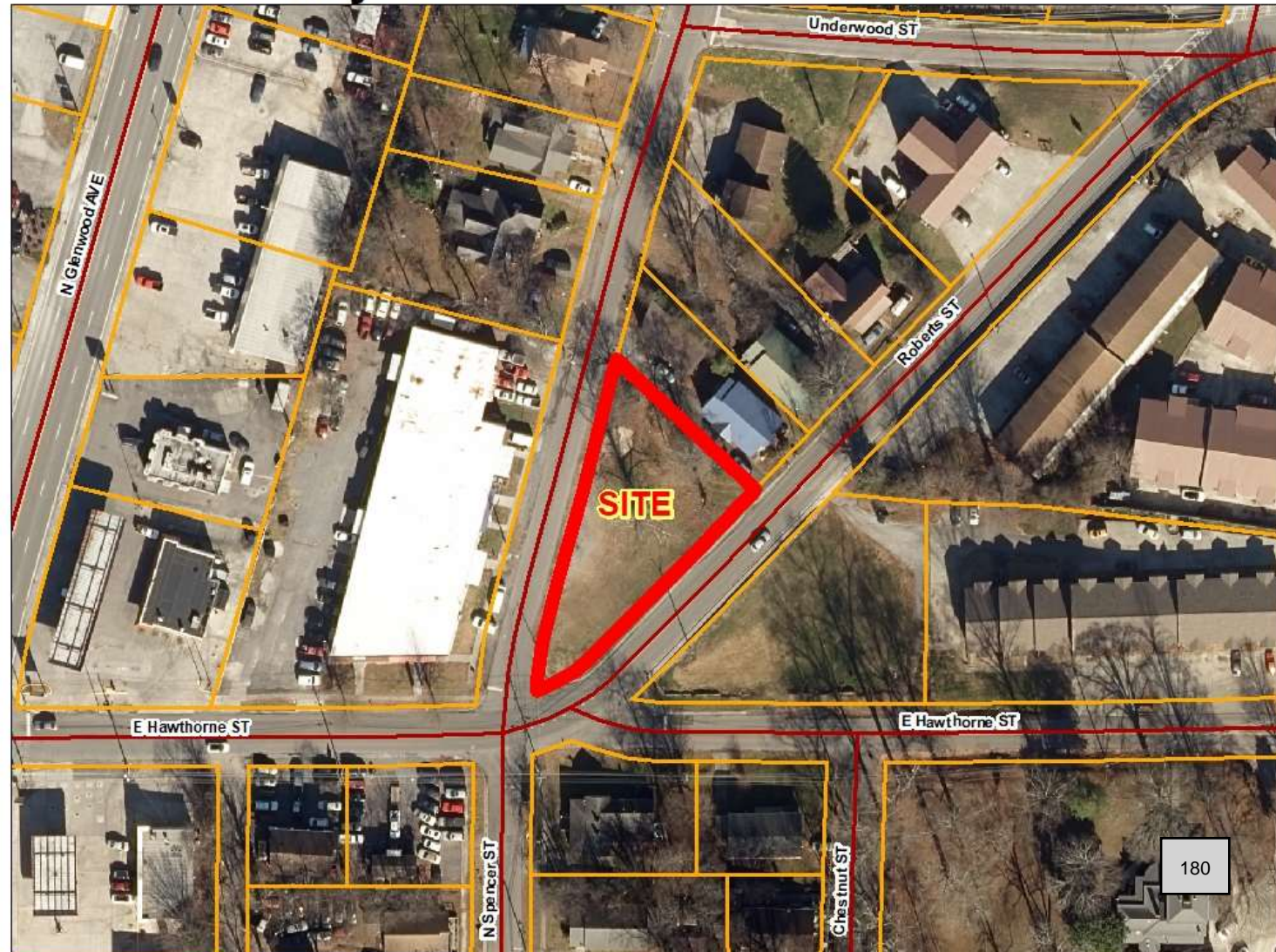
**FEET
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Paez Rezoning Request R-5, Rural Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



FEET
100



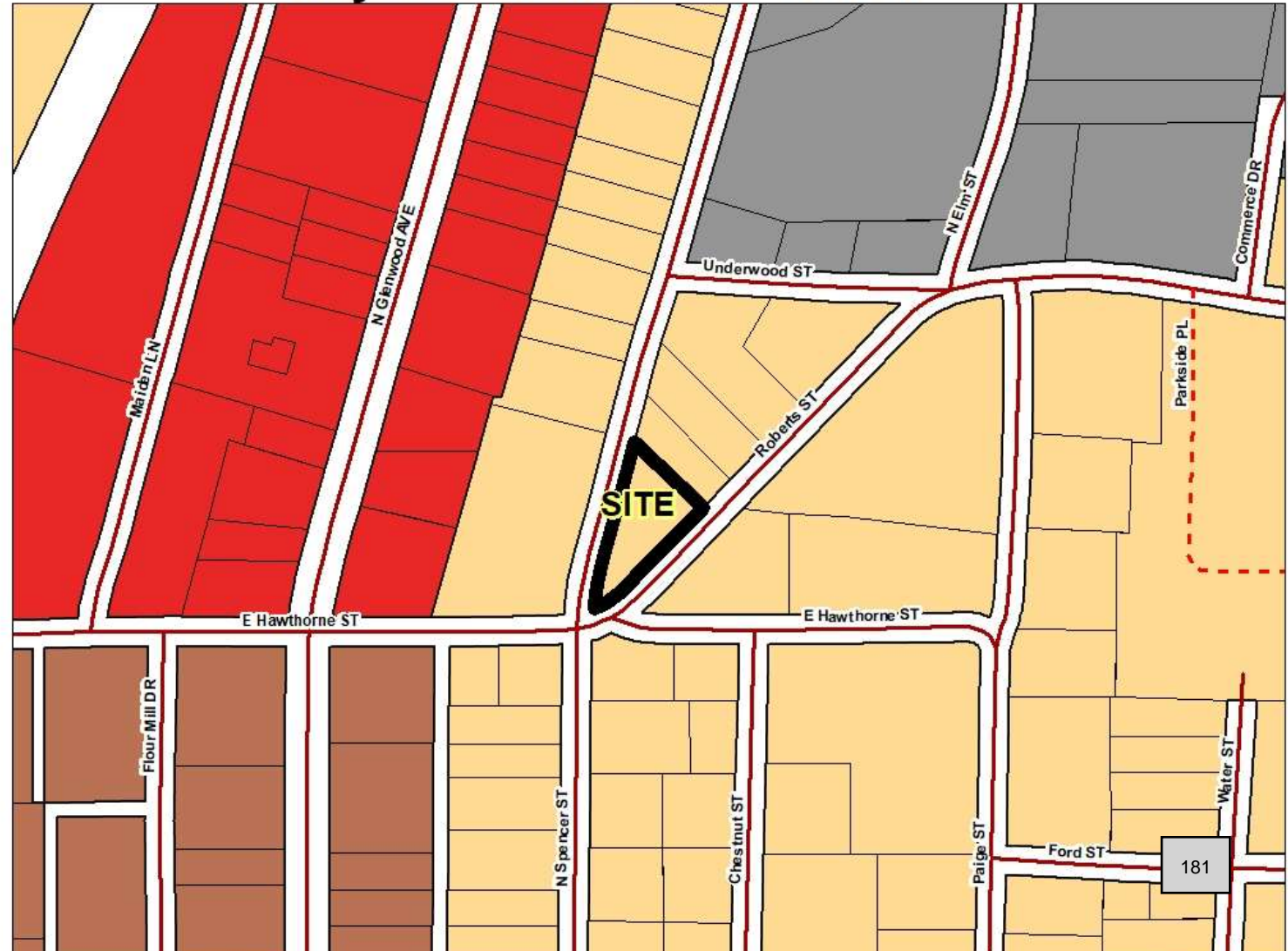
Paez Rezoning Request R-5, Rural Residential to C-1, Neighborhood Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Downtown/Town Center
-  Industrial
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/6/2023

Agenda Item: **The request of Bryan Spence to rezone from Rural Residential (R-5) and High Density Residential (R-7) to Zero Lot Line Residential (R-4) a tract of land totaling 2.849 acres located on Sheridan Avenue, Dalton, Georgia. Parcels (12-254-45-000 and 12-254-06-001) (County+City)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 23-04

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Rural Residential (R-5) and High Density Residential (R7) To Zero Lot Line Residential (R-4) Being A Tract of Land Totaling 2.849 Acres Located on Sheridan Avenue, Dalton, Georgia (Parcel Nos. 12-254-45-000 and 12-254-06-001); To Provide An Effective Date; And For Other Purpose

WHEREAS, Bryan Spence (Owner) has filed an application with the City to rezone property located on Sheridan Avenue (Parcel Nos. 12-254-45-000 and 12-254-06-001);

WHEREAS, the Property is currently zoned Rural Residential (R-5) and High Density Residential (R-7);

WHEREAS, the Owner is requesting the Property be rezoned to Zero Lot Line Residential (R-4);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the Planning Commission staff reports that the rezoning proposed is compatible with land uses in the neighborhood and thereby recommends approval of the requested R-4 rezoning;

WHEREAS, the Dalton-Varnell-Whitfield County Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on February 27, 2023 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-4;

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

-1-

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

-2-

The Property located on Sheridan Avenue identified as Parcel Nos. 12-254-45-000 and 12-254-06-001 is hereby rezoned from Rural Residential (R-5) and High Density Residential (R-7) to Zero Lot Line Residential (R-4) in accordance with the recommendation of the Dalton-Varnell-

Whitfield County Planning Commission.

-3-

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

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: March 2, 2023

SUBJECT: The request of Bryan Spence to rezone from Rural Residential (R-5) and High Density Residential (R-7) to Zero Lot Line Residential (R-4) a tract of land totaling 2.849 acres located on Sheridan Avenue, Dalton, Georgia. Parcels (12-254-45-000 and 12-254-06-001) (County+City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 27, 2023 at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Bryan Spence.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the requested R-4 rezoning. Calhoun noted that a thorough investigation revealed that only one of the three existing tracts of land is currently within the City of Dalton and the other two tracts are in unincorporated Whitfield County. Calhoun stated that annexation of the entire subject property into the City of Dalton would not be possible due to the fact that it would create an island of unincorporated county land to the north. That is when Calhoun stated that both City and County staff agreed that the development, if approved, would be partially within the city and partly within the county. It was noted by Calhoun that the jurisdictional situation was the only issue noted by staff and that the proposed development was a good fit for the area based on existing zoning and development. There were no further questions for Calhoun.

Bryan Spence confirmed Calhoun's explanation of the county/city boundary issue and stated that he would develop the new roads and tracts within the city to city codes and that he would develop the roads and tracts located in the county to county codes. Spence went on to note his request to R-4 would create the lot density necessary to justify developing a major subdivision with stormwater and new roads. Chairman Lidderdale asked Spence for the average dwelling size within the proposed development to which Spence stated the houses would be around 1,200 square feet. Lidderdale then asked Spence if he had an idea how many lots would be in the city and how many would be in the county to which Spence stated he was unsure at this time. Octavio Perez asked Spence if he knew the number of lots to be created in the proposed subdivision to which Spence stated that he expected up to 21 new lots, but that he stated that he had not invested in a preliminary plat due to the uncertainty of the rezoning approval.

With no other comments heard for or against, this hearing closed at approximately 7:31pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-4 rezoning. **Jody McClurg then made a motion to approve the R-4 rezoning with no conditions based on her agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to approve the R-4 rezoning followed, 5-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Bryan Spence is seeking to rezone from Rural Residential (R-5) and High Density Residential (R-7) to Zero Lot Line Residential (R-4) two tracts of land (parcels 12-254-45-000, and 12-254-06-001) containing a total of 2.8-acres located along Sheridan Ave. The tract is currently undeveloped. The rezoning request to R-4 is sought to for the petitioner to develop the subject property with a major subdivision consisting of approximately 21 small-lot single-family detached dwellings:

The surrounding uses and zoning are as follows: 1) to the north, are two adjacent tracts of land that are each zoned C-2. One of the northern tracts is undeveloped and is approximately 4.4-acres in size while the other tract is 1.6-acres and contains a portion of an automobile dealership; 2) to the east, are two adjacent tracts of land that are each approximately 0.56-acres and each are undeveloped and zoned R-5; 3) to the south, are three adjacent tracts of land that are each zoned R-5. One of the southern tracts is undeveloped and totals approximately 0.5-acres in size while the other four tracts are notable smaller and each contain a duplex dwelling; 4) To the west, is a 1.5-acre tract of land zoned R-7 that contains an apartment complex owned by the Housing Authority of the City of Dalton. A review of the zoning map and existing development indicates that the subject property is in a transitional area between the busy commercial corridor and the existing suburban neighborhoods to the south. The petitioner's request was made in order to create a Zero Lot-Line single-family detached major subdivision.

The subject property is within the jurisdiction of the Whitfield County Board of Commissioners as well as the City of Dalton.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

The subject property lies at the point of convergence between multiple zone districts as well as the boundaries of the City of Dalton and unincorporated Whitfield County. The three tracts of the subject property itself occupy two jurisdictions as well as two zone districts. The proposed R-4 rezoning would be similar, in terms of residential density, to the existing zoning and development of adjacent properties. While the R-4 zone district would permit a higher lot density than that which exists in the immediate vicinity, the subject property is located between an apartment complex as well as multiple duplex dwellings. The residential character of this area would not undergo a significant change if the proposed R-4 rezoning is approved.

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

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

The subject property is zoned for both high-density residential and rural residential development. In order for the subject property to be developed as a single contiguous unit, it would need to have a single zone district applied to the three tracts as requested in the rezoning application. The two tracts of land listed as parcels 12-254-06-001 lack public road access independent of the tract listed as parcel number 12-254-45-000. The proposed rezoning would bring the collective subject property into a single unit with the ability to create a new public road to access Sheridan Ave.

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

N/A

(E) Whether the proposed (R-4) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

Both public water and sewer access is available to the subject property with no concern for capacity at this location. While the subject property lies within an s-curve along Sheridan Ave. where visibility can be limited, staff have determined adequate sight distance for safe ingress/egress. The additional automobile trip generation from the subject property is not expected to create notable concern due to the limited number of additional units proposed.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote investment in areas where either residential redevelopment or infill development could improve or protect the character of the area. The subject property, being adjacent to both the commercial, high-density residential, and rural residential zone districts make it part of a transitional area. While single-family detached lot densities are less than that proposed in the R-4 rezoning, multiple multi-family developments are adjacent to the subject property. The proposed rezoning would not establish a pattern of development that would threaten future residential development or reinvestment in this area.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding

zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The subject property is at a point of convergence between three zone districts. While the R-4 rezoning, if approved, would create an island of R-4 at this location, the existence of high-density residential development as well as multi-family in this area does not give grounds for the concern of an entering wedge or spot zone.

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

N/A

CONCLUSION:

The staff can provide a recommendation to approve the requested R-4 rezoning of the subject property based on the following factors contingent upon a single condition:

1. The requested R-4 rezoning would allow for a land use that is not dissimilar to other tracts in this area.
2. Adverse economic impact in regard to the nearby or adjacent properties is not expected if the request is approved based on the existing character of development in this area where high-density residential has existed for some time.
3. The requested R-4 zone district is a good fit based on the Comprehensive Plan's Town Neighborhood Revitalization character area based on the existing development in this area.

Condition

Require that the subject property either be entirely within either the City of Dalton's corporate boundaries or unincorporated Whitfield County prior to the final approval of the zoning action.

Spence Rezoning Request

R-5, Rural Residential

R-7, High Density Residential

to

R-4, Zero Lot Line Residential

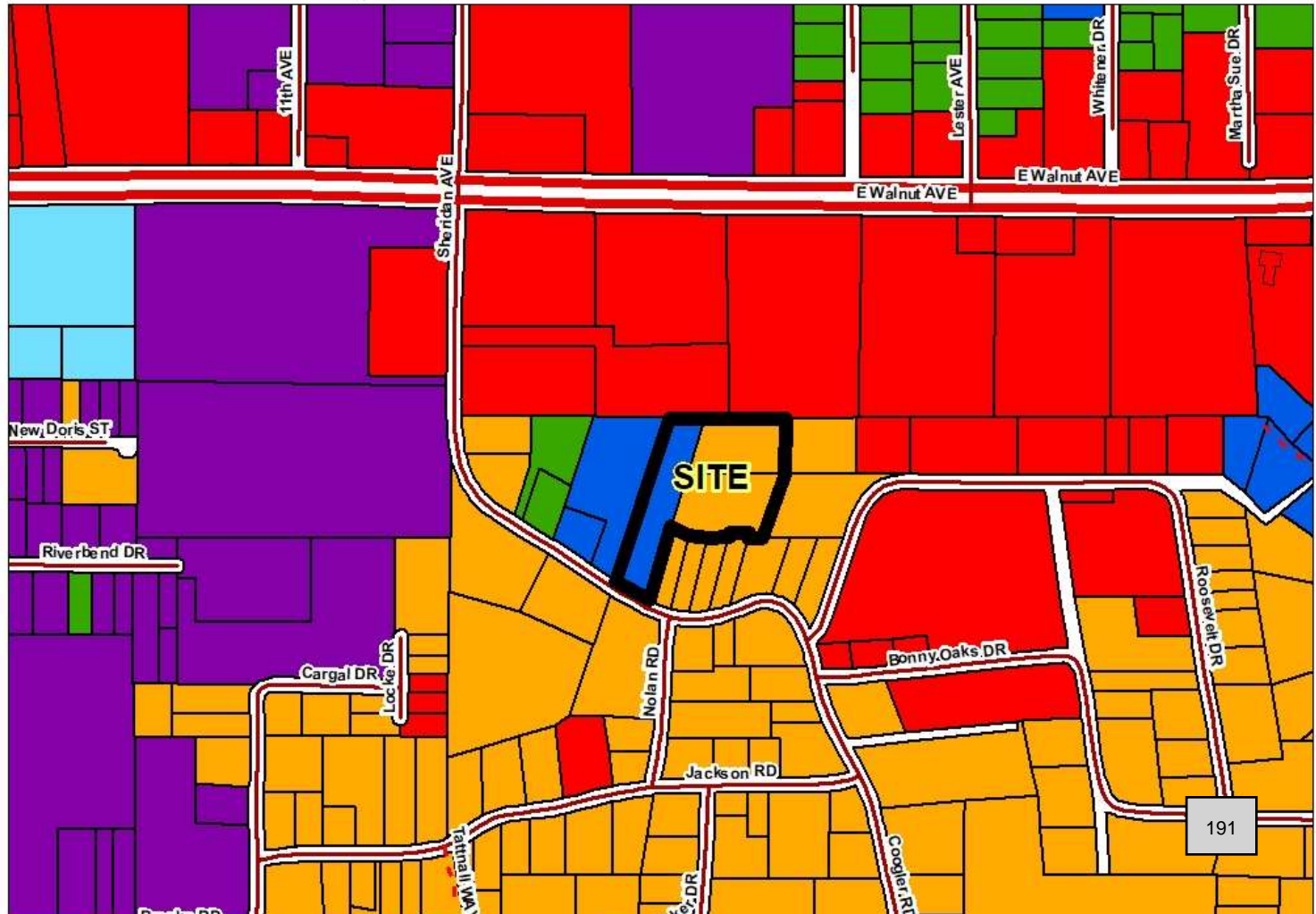
City of Dalton Jurisdiction



Unified Zoning

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- High Density Residential (R-7)
- Mixed Use (MU)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
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Spence Rezoning Request

R-5, Rural Residential

R-7, High Density Residential


to

R-4, Zero Lot Line Residential

City of Dalton Jurisdiction



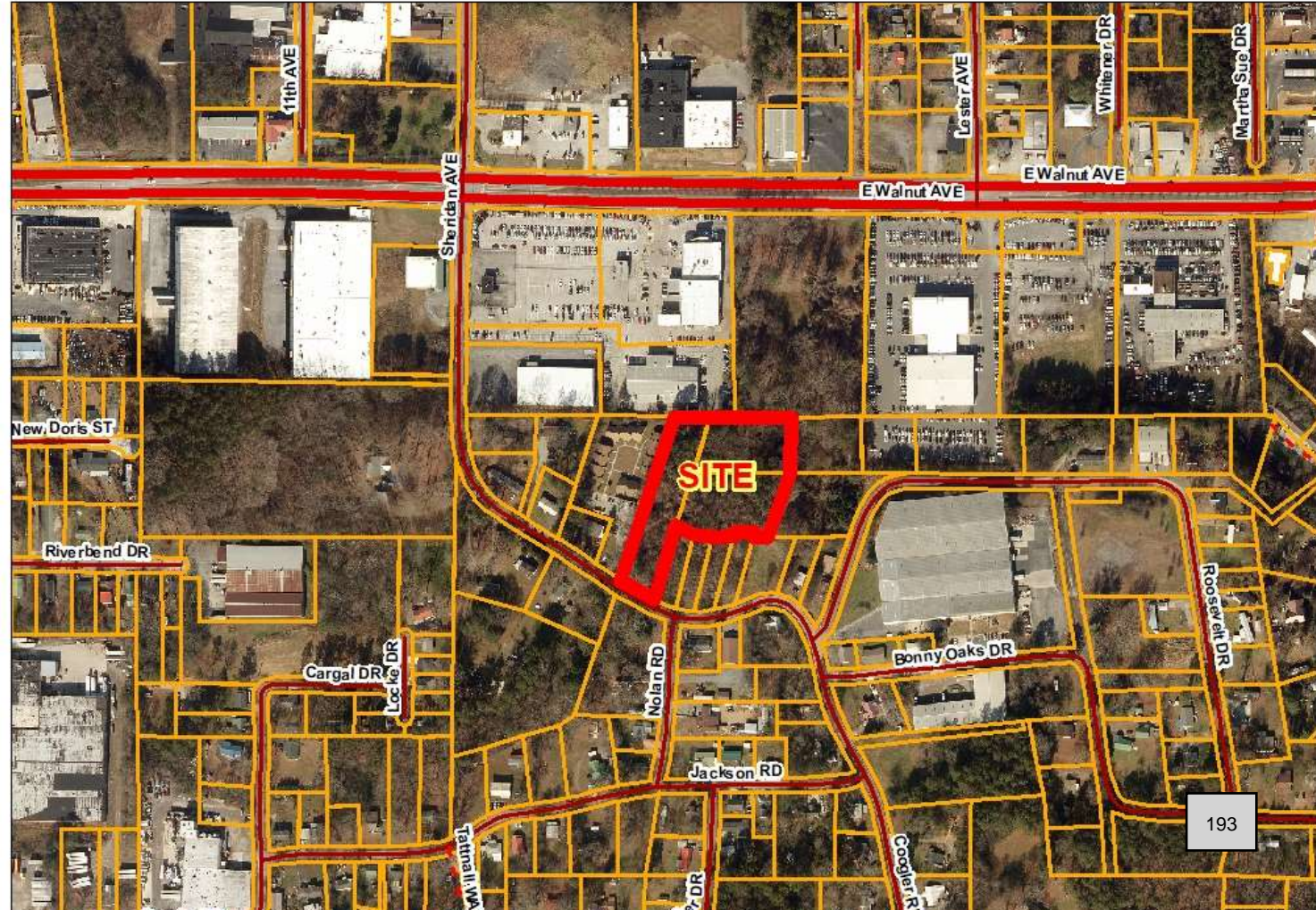
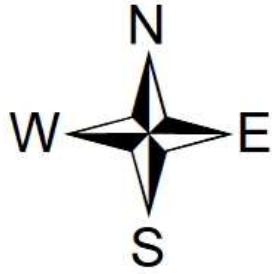
Dalton City Limits

 Town_Boundaries

FEET
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**Spence Rezoning Request
R-5, Rural Residential
R-7, High Density Residential
to
R-4, Zero Lot Line Residential
City of Dalton Jurisdiction**



**FEET
400**



**Spence Rezoning Request
R-5, Rural Residential
R-7, High Density Residential
to
R-4, Zero Lot Line Residential
City of Dalton Jurisdiction**



**FEET
200**

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Spence Rezoning Request

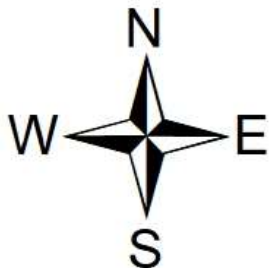
R-5, Rural Residential

R-7, High Density Residential

to

R-4, Zero Lot Line Residential

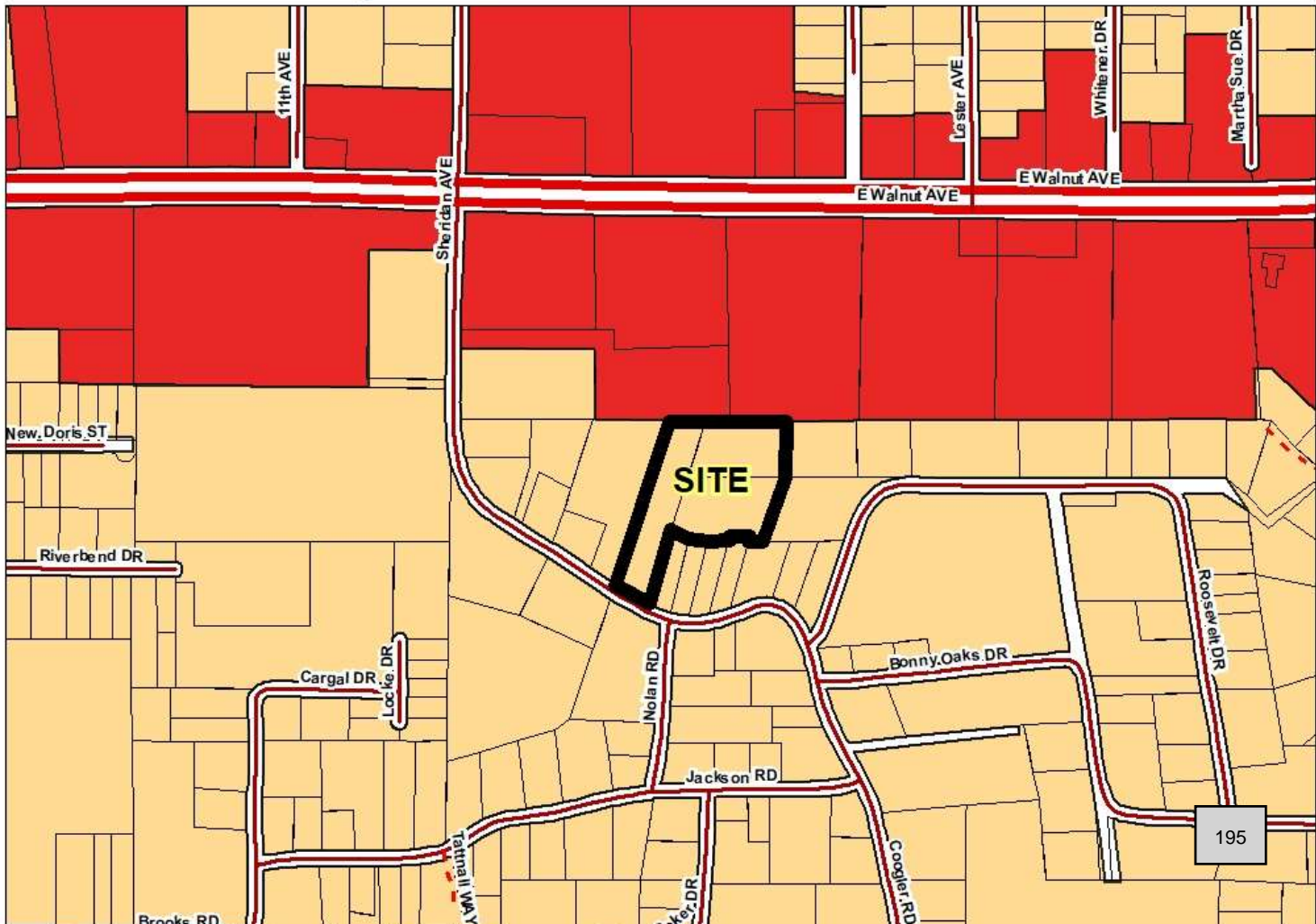
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

FEET
400





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 03/06/2023
Agenda Item: Appointment to the Airport Authority
Department: Airport
Requested By: Andrew Wiersma

**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:**

Reappointment of Earl Boyd to the Dalton Airport Authority for a 5-year term to expire December 31, 2027.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 3/6/23
Agenda Item: Appointment to the Dalton Housing Authority
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:**

One (1) Year Appointment of Brenda Barrett to the Dalton Housing Authority as a Resident Member to expire 10/14/2023. Current member is Anita Lester.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 03/06/2023
Agenda Item: Appointment to the Dalton Housing Authority
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 Zach Adamson to the Dalton Housing Authority for a 5-year term to expire October 14, 2027. Former member was Robert Hill.