



**MAYOR AND COUNCIL MEETING
MONDAY, MARCH 01, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

- [1.](#) Mayor and Council Minutes of February 15, 2021

Unfinished Business:

- [2.](#) Second Reading - Ordinance 21-01 Updating Article VI (Nuisances) of Chapter 50 of the City Code

New Business:

- [3.](#) Oath of Office - City Attorney Terry Miller
- [4.](#) (2) New 2021 Alcohol Beverage Applications
- [5.](#) Renewal of Police Department Federal Equitable Sharing Agreement
- [6.](#) Professional Services Task Order 004 with Arcadis U.S., Inc. - Walnut North Drainage Basin Study
- [7.](#) Professional Services Task Order 005 with Arcadis U.S., Inc. - N. Glenwood Ave near Matilda Street Drainage Basin Study
- [8.](#) Contract for Services with B and J Reed Construction for the Covie Ridge Detention Pond & Stormwater Improvements Project
- [9.](#) Ordinance 21-03 - The request of Tom Walters to annex 4.39 acres located at 1534 E. Walnut Avenue into the City as General Commercial (C-2). Parcel (12-254-10-000)
- [10.](#) Ordinance 21-04 - The request of Mike Vaughn to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.31 acres located at 326 Paige Street, Dalton, Georgia. Parcel (12-201-10-015)

- [11.](#) The request of Sergio Paez to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.10 acres located at 624 S. Hamilton Street, Dalton, Georgia. Parcel (12-238-05-023)
- [12.](#) Updated Employee Lease Agreement with the Dalton-Whitfield Solid Waste Management Authority
- [13.](#) Resolution 21-03 Approving City of Dalton Building Authority Bond Resolution Authorizing Issuance of Revenue Bonds Not to Exceed \$21 Million.

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 15, 2021

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

CALLED TO ORDER

The Mayor called the Regular meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

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

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of February 1, 2021. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT – CITY ATTORNEY

The Mayor and Council reviewed the Professional Services Agreement for Mitchell and Mitchell, PC to provide legal guidance to the City with Terry Miller as City Attorney. On the motion of Council member Harlan, second Council member Waugh, the Agreement was approved. The vote was unanimous in favor.

RESOLUTION 21-01 - SIGN VARIANCE REQUEST – RE-LOCATION/REFURBISHMENT OF NON-CONFORMING SIGNAGE AT 1517 W. WALNUT AVE (CHICK-FIL-A)

The Mayor and Council reviewed Resolution 21-01 - Sign Variance Request – Re-Location/Refurbishment of Non-Conforming Signage at 1517 W. Walnut Ave (Chick-fil-A). Public Works Director Andrew Parker reported the applicants request includes refurbishing the existing 75' hi-rise sign which primarily introduces a new color scheme reflected in the attached drawings. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the request. The vote was unanimous in favor.

RESOLUTION 21-02 AUTHORIZING AGREEMENT WITH LOCAL MEDICAL PROFESSIONALS TO ADMINISTER COVID-19 VACCINE PROGRAM

The Mayor and Council reviewed Resolution 21-02 Authorizing Agreement with Local Medical Professionals to Administer the COVID-19 Vaccine Program.

To authorize the Public Safety Commission to identify qualified licensed medical professionals to distribute and administer the Covid 19 vaccines to citizens of our community as part of the City of Dalton vaccine program and to provide legal services by the City Attorney to defend any injury related liability claim made against the Agent. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved the Resolution with amendments to be made to this Resolution at the next regular meeting. The vote was unanimous in favor.

POLICE DEPARTMENT CODE ENFORCEMENT UPDATE – 2020 YEAR END REVIEW
Dalton Police Department Code Enforcement, Officer Ryan Shope and Officer Matt Lane, presented a PowerPoint Presentation to the Mayor and Council of the 2020 year End Review.

FIRST READING - ORDINANCE 21-01 UPDATING ARTICLE VI (NUISANCES) OF CHAPTER 50 OF THE CITY CODE

The Mayor and Council held a first reading of Ordinance 21-01 an Ordinance Of The City Of Dalton To Amend Article VI “Nuisances” Of Chapter 50 “Environment” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton By Amending Section 50-179 To Provide For Collection Of The Costs Of Abatement; By Amending Section 50-180 To Provide For Examples Of Nuisances; By Adding Section 50-183 To Provide For The Revocation Of City Licenses; By Adding Section 50-184 To Provide For Summary Abatement Of Nuisances; By Adding Section 50-185 To Provide For The Emergency Abatement Of Nuisances; By Adding Section 50-186 To Provide For Powers Of The Chief Of Police; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

FIRST READING - ORDINANCE 21-02 UPDATING ARTICLE VI “FRANCHISE FEES” OF CHAPTER 118 “UTILITIES” OF THE CITY CODE

The Mayor and Council held a first reading of Ordinance 21-01 an Ordinance Of The City Of Dalton To Adopt Article VI “Franchise Fees” Of Chapter 118 “Utilities” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton To Provide For The Collection Of Franchise Fees For The Use Of City Property And Right-Of-Way For Electrical Services; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

OATH OF OFFICE – CITY ATTORNEY

The Oath of Office will be administered to City Attorney Terry Miller at the next regular meeting.

THANK YOU

Council member Annalee Harlan stated she wanted to thank the Convention Center, Dalton Police, Dalton Fire and Whitfield County for the distribution of approximately 6200 COVID vaccines. Harlan stated that without the cooperation of the Convention Center the vaccination site would not be possible.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:25 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-1-21

Agenda Item: Second Reading Ordinance 21-01 Updating Article VI (Nuisances) of Chapter 50 of the City Code

Department: Police

Requested By: Chief Cliff Cason

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget NA

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

Second Reading - Ordinance 21-01 Updating Article VI (Nuisances) of the City Code

CITY OF DALTON
ORDINANCE
Ordinance No. 21-01

An Ordinance Of The City Of Dalton To Amend Article VI “Nuisances” Of Chapter 50 “Environment” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton By Amending Section 50-179 To Provide For Collection Of The Costs Of Abatement; By Amending Section 50-180 To Provide For Examples Of Nuisances; By Adding Section 50-183 To Provide For The Revocation Of City Licenses; By Adding Section 50-184 To Provide For Summary Abatement Of Nuisances; By Adding Section 50-185 To Provide For The Emergency Abatement Of Nuisances; By Adding Section 50-186 To Provide For Powers Of The Chief Of Police; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Article VI “Nuisances” of Chapter 50 “Environment” Of the Revised Code of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the Mayor and Council declare that there exists within the city limits of the City of Dalton nuisances upon private property that endanger and constitute a hazard to the health, safety, and welfare of the people of the City;

WHEREAS, the City desires to revise and amend Article VI “Nuisances” of Chapter 50 “Environment” to provide clarity and the orderly abatement of nuisances within the City;

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-

Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adding Section 50-179 (d) to read as follows:

Sec. 50-179 (d)

(d) In the event the respondent fails to abate the existence or continuance of the nuisance within the time imposed by the court, the City shall be authorized to take all reasonable and necessary actions to abate the nuisance. Costs of the proceedings shall be imposed upon the respondent in all cases wherein the court finds the respondent responsible for the existence or continuance of the nuisance. Upon appropriate findings, the court may order the payment of restitution by the respondent for the actual cost of the abatement. In addition, the cost of abatement shall be a lien upon the subject property until the cost of abatement is paid in full. The City Attorney is authorized to take all reasonable and necessary actions to file said lien. Said lien may be collected as provided for in Article X Dangerous Buildings. The cost of abatement is hereby declared to be a personal debt of the owner of the subject property owed to the City of Dalton and said debt may be collected as provided for the collection of personal debts under state law.

-3-

Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by revision of Section 50-180 to read as follows:

Sec. 50-180. – Cause of action; examples of public nuisances.

Conditions or activities occurring on private property that may constitute public nuisances shall include, but not be limited to, the following:

- (1) Stagnant water on premises.
- (2) Any real property on which there has been allowed to accumulate any dead or decaying matter; weeds; vegetation; or any fruit, vegetable, animal or rodent or other unsanitary or unsafe conditions upon premises which is odorous or capable of causing disease or annoyance to the residents, occupants, or the inhabitants of the city.
- (3) The generation of smoke or fumes in sufficient amounts to cause odor or annoyance to the inhabitants of the city.
- (4) Any discharge of pollutants off the real property on which the discharge originates, except pursuant to a valid permit and discharges resulting from fire suppression activities.
- (5) The pollution of public water or the injection of matter into the sewerage system which would be damaging thereto.
- (6) Maintaining a dangerous or diseased animal or fowl.
- (7) Obstruction of a public street, highway or sidewalk without a permit.
- (8) Loud or unusual noises which are detrimental or annoying to the public.
- (9) All walls, trees and buildings that may endanger persons or property.

- (10) Any business or building where illegal activities are habitually and commonly conducted in such a manner as to reasonably suggest that the owner or operator of the business or building was aware of the illegal activities and failed to reasonably attempt to prevent such activities.
- (11) Unused iceboxes, refrigerators and the like unless the doors, latches or locks thereof are removed.
- (12) Any other condition constituting a nuisance under state law.
- (13) Abandoned vehicles, which are defined as vehicles which are not road worthy, inoperable, do not have current license plates and are not located completely within a fully enclosed, standing and permanent structure.
- (14) Any building, structure, or place used for the purpose of lewdness, prostitution, or other unlawful sexual activity.
- (15) Any building, structure, or place used for the purpose of gang related or drug related activity.
- (16) Any building, structure, or place which, due to dilapidation, age or obsolescence, has defects which increase the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light or sanitary facilities; or where other conditions exist rendering such building, structure, or place unsafe or unsanitary.
- (17) Any building, structure, or other place or location where any activity is conducted, performed, or maintained in violation of local, state, or federal law which constitute a hazard to the health, safety, and welfare of the people of the City.
- (18) The condition of a private storm water drainage pipe or ditch causing backup, drainage, or emptying outside the drainage way of the public right of way or another private property.

-4-

Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adding Section 50-183 to read as follows:

Sec. 50-183. – Revocation of city license, permit, etc.

Upon the order of the Mayor, any license, privilege or permit granted by the City of Dalton may be suspended or revoked for the failure to abate the existence or continuance of a public nuisance as ordered by the court or as ordered by the Chief of Police within the time period prescribed for the abatement.

-5-

Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances

Of 2001 of the City of Dalton, as amended, is hereby amended by adding Section 50-184 to read as follows:

Sec. 50-184. – Summary abatement of public nuisance.

- (a) The Chief of Police, or his or her designee, is hereby authorized to provide written notice to the owner, occupant, or agent of the subject property that a public nuisance exists upon the subject property. Said notice shall be personally served upon the owner, occupant, or agent. In the event the owner, occupant, or agent cannot not be located for service, the notice shall be served by U.S. mail to the owner of the subject property at the address maintained by the Tax Commissioner of Whitfield County for real property taxes. Said notice shall provide a detailed statement of the conditions constituting the nuisance and shall provide a deadline to abate the existence or continuance of the nuisance.
- (b) In the event the owner, occupant, or agent does not abate the existence or continuance of the nuisance as ordered by the Chief of Police within the time period prescribed for the abatement, then the City shall be authorized to take all reasonable and necessary actions to abate the nuisance. The cost of abatement shall be a lien upon the subject property until the cost of abatement is paid in full. The City Attorney is authorized to take all reasonable and necessary actions to file said lien. Said lien may be collected as provided for in Article X Dangerous Buildings. The cost of abatement is hereby declared to be a personal debt of the owner of the subject property owed to the City of Dalton and said debt may be collected as provided for the collection of personal debts under state law.

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Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances

Of 2001 of the City of Dalton, as amended, is hereby amended by adding Section 50-185 to read as follows:

Sec. 50-185. – Emergency abatement of public nuisance.

- (a) The Chief of Police is hereby authorized to determine that the existence or maintenance of a nuisance constitutes an emergency to the health, safety, and welfare of the owner, occupant, or general public. The Chief of Police shall notify the Public Works Director of the existence of an emergency condition requiring abatement. The City, its employees, and agents shall be authorized to take all reasonable and necessary actions to abate the emergency conditions of the nuisance.
- (b) Once the emergency condition has been abated, the Chief of Police, or his or her designee, shall provide written notice to the owner, occupant, or agent of the subject

property that an emergency condition existed upon the subject property and shall provide a detailed summary of the emergency conditions and all actions taken by the City to abate said emergency conditions. Said notice shall be served as provided in Section 50-184.

- (c) The cost of abatement shall be a lien upon the subject property until the cost of abatement is paid in full. The City Attorney is authorized to take all reasonable and necessary actions to file said lien. Said lien may be collected as provided for in Article X Dangerous Buildings. The cost of abatement is hereby declared to be a personal debt of the owner of the subject property owed to the City of Dalton and said debt may be collected as provided for the collection of personal debts under state law.

-7-

Article VI “Nuisances” of Chapter 50 “Environment” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adding Section 50-186 to read as follows:

Sec. 50-186. - Powers of Chief of Police.

In the performance of his duties under this article, the Chief of Police shall have the power, in addition to any others granted in this article, to:

- (a) Investigate the conditions in the city in order to identify the existence or maintenance of public nuisances;
- (b) Enter upon private property for the purposes of making examinations of public nuisances; provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (c) Appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this article;
- (d) Delegate any of his functions and powers under this article to such officers and agents as he may designate.

-8-

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

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

-9-

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

-10-

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

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

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

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

CITY CLERK
CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-1-21

Agenda Item: Oath of Office – City Attorney

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? NA

Cost: NA

Funding Source if Not in Budget NA

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

Oath of Office administered by Municipal Court Judge Robert Cowan

OATH

I, **Terry L. Miller**, a citizen of the State Georgia, and the recipient of public funds for services rendered as City Attorney for the City of Dalton, do hereby solemnly swear and affirm that:

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

This ____ day of _____, 2021.

Terry L. Miller

**Sworn to and subscribed before
me this ____ day of _____,
2021.**

NOTARY PUBLIC

{SEAL}



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03-01-2021

Agenda Item: 2021 Alcohol Application Approvals

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

New Applications

- (2) New 2021 Alcohol Application recommendations by the Public Safety Commission on the February 23, 2021 meeting.

2021 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY FEBRUARY 23, 2021

M&C MONDAY MARCH 1, 2021

(2) 2021 ALCOHOL APPLICATIONS

1. Business Owner: PG Royal Inc.
d/b/a: Royal Food Mart
Applicant: Prahladbhai Chaudhari
Business Address: 705 S. Thornton Ave Suite A
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)
Disposition: **New**

2. Business Owner: The Green Door Market, LLC
d/b/a: The Green Door Market
Applicant: Maricarmen Critides
Business Address: 109 West Cuyler St.
License Type: Pouring Beer, Pouring Wine (Coffee House / Bakery)
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/01/21

Agenda Item: Police Department renewal of Federal Equitable Sharing Agreement

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? N/A

Cost: \$0

Funding Source if Not in Budget

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

The Dalton Police Department would like to request a renewal of the Federal Equitable Sharing Agreement between the US Department of Justice, Department of Treasury and Dalton Police Department.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA1550100
Agency Name: Dalton Police Department
Mailing Address: 301 Jones St
Dalton, GA 30720

Type: Police Department

Agency Finance Contact

Name: Lopez, Martha
Phone: 7062789085

Email: mlopez@daltonga.gov

Jurisdiction Finance Contact

Name: Jackson, Cindy
Phone: 706-529-2460

Email: cjackson@cityofdaltong-ga.gov

ESAC Preparer

Name: Lopez, Martha
Phone: 7062789085

Email: mlopez@daltonga.gov

FY End Date: 12/31/2020

Agency FY 2021 Budget: \$9,362,285.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.48	\$27,071.62
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$176.98
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.48	\$27,248.60
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.48	\$27,248.60

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Walcott, Alex**Company:** Estes & Walcott**Phone:** 17065290749**Email:** alex@esteswalcott.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: N/A

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cason, Cliff

Title: Chief

Email: ccason@cityofdalton-ga.gov

Signature: _____



Date: _____

2-2-21

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pennington, David

Title: Mayor

Email: dpennington@cityofdalton-ga.gov

Signature: _____

Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/01/2021

Agenda Item: Professional Services Task Order 004 with Arcadis U.S., Inc.
- Walnut North Drainage Basin Study

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed \$68,625.00

Funding Source if Not in Budget 2015 SPLOST - SP 185

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

This would authorize Task Order 004 under the Master Services Agreement with Arcadis to perform the following:

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues at residential properties along Ridge St. and McFarland Ave. from West Emery St. to West Franklin St. Various properties within the basin have experienced flooding in the past and the property owners have requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding on the subject properties. The following scope of work will also include an evaluation of the private conveyance system, consisting of piping and open channels, behind the residential properties along Valley Drive from West Franklin Street to Walnut Avenue.

Scope of Work for this Task Order includes:

Task 1 – Existing Conditions Analysis; Task 2 – Alternatives Analysis; Task 3 – Report

See attached Task Order for additional information about the scope of the project.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004
Task Order Date: February 22, 2021

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated _____, 20__, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client's Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____

Project Name: Ridge Street Drainage Study

Client's Representative: Andrew Parker

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 120 days from receipt of surveying data or Notice to Proceed whichever is greater

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ 68,625.00 [] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached, and incorporated into this Task Order:

6. Amendment: [] This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004

Attachment 1

Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues at residential properties along Ridge St. and McFarland Ave. from West Emery St. to West Franklin St. It is our understanding that the properties have experienced flooding in the past and that the property owners have requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding on the subject properties. The following scope of work will also include an evaluation of the private conveyance system, consisting of piping and open channels, behind the residential properties along Valley Drive from West Franklin Street to Walnut Avenue (State Route 52), as illustrated in Figure 29 of the City of Dalton, GA Stormwater Area of Concern Catalog: Off Right-of-Way, dated October 2020 (catalog). The following scope of work has been developed to assist with the first phase of a potential project to implement drainage improvements within the drainage basin. The analysis prepared in accordance with this scope of work will be completed in consideration of all areas of concern noted in the catalog.

Phase 1 – Alternatives Evaluation

The purpose of Phase 1 is to analyze the drainage system's existing conditions and test different solutions in order to relieve flooding of residential properties along Ridge St. and McFarland Ave. from West Emery St. to West Franklin St. Arcadis proposes that the work be divided into the following tasks:

Task 1 – Existing Conditions Analysis

Task 2 – Alternatives Analysis

Task 3 – Report

Each task is described below. Please note that this work authorization only includes the efforts necessary to identify a preferred solution by the City, and will include an evaluation of the private conveyance system, consisting of piping and open channels, behind the residential properties along Valley Drive from West Franklin Street to Walnut Avenue (State Route 52), (Catalog Figure 29). Additional efforts will be required to design the preferred solution once identified. A second phase of the project, to be authorized at a later date, would follow upon completion of Phase 1 of the project. Phase 2, if authorized, will address the development of a full set of construction drawings for the preferred alternative as well as permitting necessary to move forward with a construction project. Phase 2 is not included in this scope of work and accompanying fee proposal.

Task 1 – Existing Conditions Analysis

Task 1 will consist of development of appropriate hydrologic and hydraulic computer models to quantify the nature of the drainage conditions that currently exist within the basin. Arcadis will use PCSWMM to conduct the hydrologic and hydraulic (H&H) modeling needed for both this task and Task 2. Arcadis will coordinate with the Whitfield County Stormwater Engineer to obtain geographic information systems (GIS) data for the drainage area's pipes and structures. Arcadis has reviewed the survey data provided by the City for the proposed study and believes it to be sufficient to conduct the study. As such, surveying is not included in this work authorization. If additional survey is required, it is assumed that the City will coordinate this effort with the previously selected surveyors.

The main focus of the modeling effort will be the portion of the drainage system that runs south from West Emery St. behind the residential properties along Ridge St. and McFarland Ave. and the drainage system along West Franklin and Valley Dr. downstream to the West Walnut Ave. and Willow Park intersection. Refer to the Attachment 4 figure, 612 Ridge Street Survey, which depicts the area and details of survey collected by the City separately. The ultimate downstream point of analysis for the H&H modeling will be at the existing culvert at the intersection of Willow Park Dr. and Thornton Place. Arcadis staff will also conduct a limited field reconnaissance within the project area to assess

existing drainage patterns including open channel and culvert connectivity.

Arcadis will develop an existing conditions model based on the data collected or provided. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

Assumptions:

- Data transfer from County and City will be via electronic means.
- Pipe and structure survey will be conducted by others.
- Land use will be based on existing conditions.

Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the analysis.

Task 2 – Alternatives Analysis

The purpose of this task is to test different alternatives' flood reduction effectiveness. Five scenarios have been discussed with City staff and are described below:

Scenario A –Increasing Existing Drainage System Capacity in Place (3 Iterations)

Scenario A will evaluate the impacts of upgrading pipes and open channels of the existing drainage system in place between the West Emery St. and West Franklin St. to provide additional hydraulic capacity for the system. This will likely be an iterative process to evaluate whether the additional capacity will result in flooding downstream. A target level of service for the upgraded system capacity will be determined before the evaluations are performed based on discussions with City staff. Arcadis will compare the results of the Scenario with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at the existing culvert at the intersection of Willow Park Dr. and Thornton Place.

Scenario B –Installation of Drainage System Along Ridge Street (3 Iterations)

Scenario B will model the impacts of the conceptual construction of a new storm drainage system along Ridge Street south to the existing open channel drainage system at the western end of West Franklin Ave. This scenario will also analyze the impacts to the open channel conveyance system located at the terminus of Ridge Street (Catalog Figure 16) to the private pipe system located at the rear of 622 McFarland Avenue (Catalog Figure 13). This will likely be an iterative process to evaluate whether the additional capacity from the new storm drainage system will result in flooding downstream. A target level of service for the new system capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario A, Arcadis will compare the results of Scenario B with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at the existing culvert at the intersection of Willow Park Dr. and Thornton Place.

Scenario C – Upstream Regional Detention (2 Iterations)

Scenario C will evaluate the impacts and conceptual size of a regional detention facility north of West Emery St. to mitigate flooding downstream in the study area. This will likely be an iterative process to evaluate the detention area needed to mitigate flooding downstream. Two target levels of service for detention capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario A, Arcadis will compare the results of Scenario C with the existing conditions modeling results. Please note that this evaluation will be

conceptual in nature to determine the storage volume required to provide reduction of flows downstream. This effort will not include actual siting of facilities.

Scenario D – Upstream Regional Detention and Increase Existing System Capacity

Scenario D will include a conceptual sized regional detention pond from Scenario C and existing drainage system upgrades from Scenario A. It will evaluate the needed downstream pipe and open channel upgrades for areas that still show flooding even with a conceptual sized regional detention pond. This scenario will also primarily target limiting downstream impacts to peak discharges using a balance of detention and system upgrades. This will likely be an iterative process to evaluate whether the additional system upgrades will result in flooding downstream. A target level of service for new system capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario A, Arcadis will compare the results of Scenario D with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at the existing culvert at the intersection of Willow Park Dr. and Thornton Place.

Scenario F – Upstream Regional Detention and Ridge Street System

Scenario F will include a conceptual sized regional detention pond from Scenario C and new drainage system capacity from Scenario B. It will evaluate the needed new drainage system capacity for areas that still show flooding even with a conceptual sized regional detention pond. This scenario will also primarily target limiting downstream impacts to peak discharges using a balance of detention and new system capacity. This will likely be an iterative process to evaluate whether the new drainage system will result in flooding downstream. A target level of service for new drainage system capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario A, Arcadis will compare the results of Scenario F with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately adjacent to the project site. This downstream analysis will be limited to a point downstream at the existing culvert at the intersection of Willow Park Dr. and Thornton Place.

Assumptions:

- City will provide survey data requested by Arcadis.

Meetings and Deliverables:

- Up to two remote meetings to discuss findings.

Task 3 – Report

Arcadis will submit a draft technical memorandum summarizing the methodology utilized to conduct the analysis as well as the results of the alternative analysis outlined in Task 2. A final version of the report will be submitted two weeks after receipt of City comments. Following completion of the draft report, we will schedule a meeting with city staff to discuss the report prior to finalization.

Assumptions:

- Draft and final reports will be electronic format.

Deliverables:

- Draft Report
- Final Report that incorporates appropriate revisions resulting from City comments received.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2020 rate table below.

2021 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 004

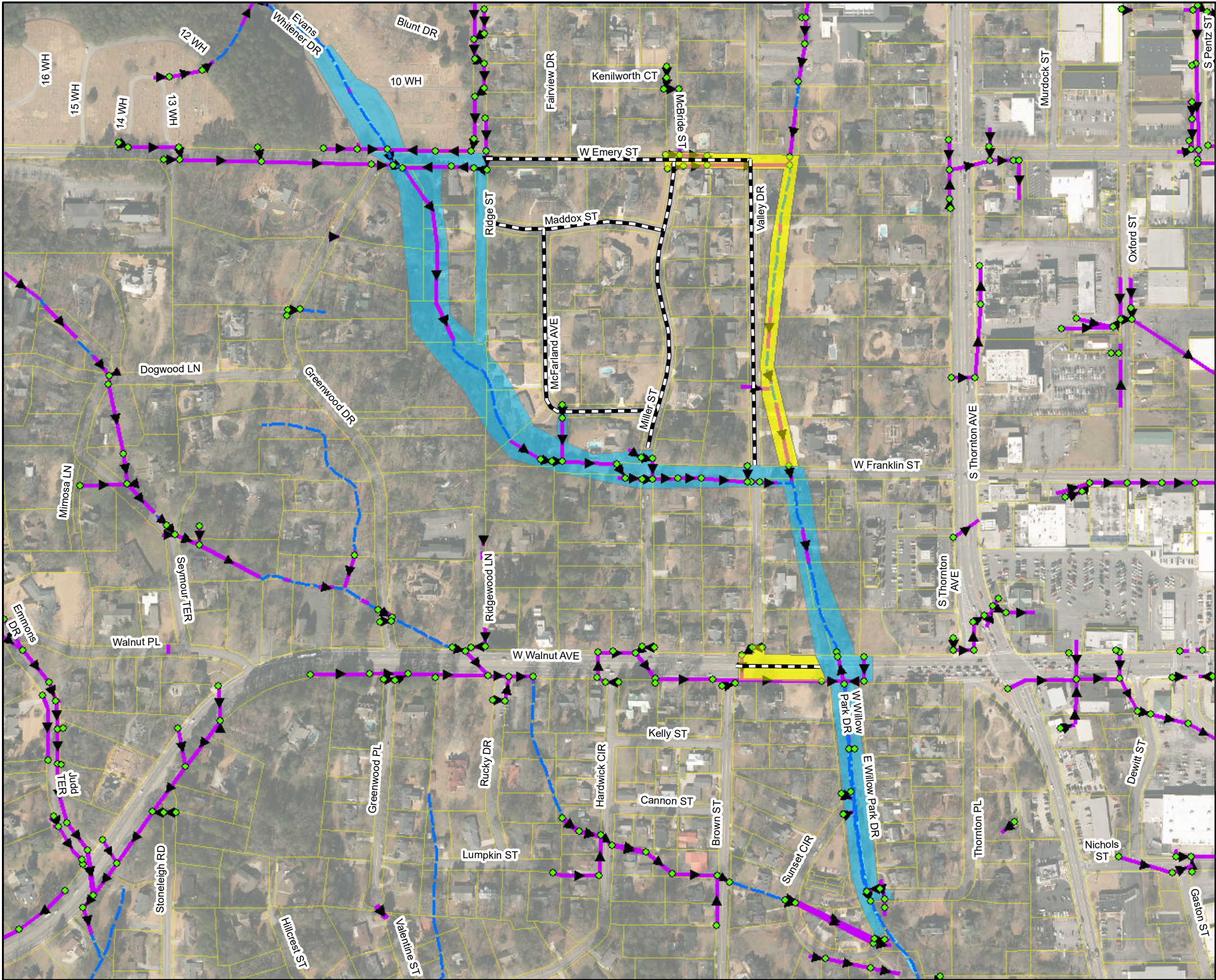
Attachment 3
Special Conditions

None.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 004

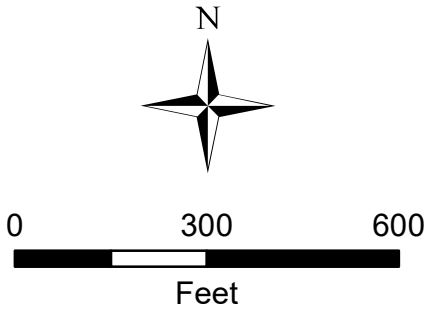
Attachment 4
Project Area Map



Legend

- Stormwater Structure
- Stormwater Pipes
- Stormwater Ditches
- - - Streams
- ▬ Roadway Centerline Elevations
- Survey Area
- Storm System Only Survey Area
- Parcels

Survey areas within private property and right of ways include the collection of the following items: above ground items (i.e. buildings, roadways, utility poles, etc) Topo - 2' contours, ditch/stream top of bank and toe of bank locations and elevations, utilities, storm sewers, building footprints and finish floor elevations.



CITY OF DALTON
STORMWATER SURVEY EXHIBIT

Ridge Street Drainage Study Survey





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/01/2021

Agenda Item: Professional Services Task Order 005 with Arcadis U.S., Inc.
- N. Glenwood Ave Near Matilda Street Drainage Basin Study

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed \$55,830.00

Funding Source if Not in Budget 2015 SPLOST - SP 181

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

This would authorize Task Order 005 under the Master Services Agreement with Arcadis to perform the following:

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues in the vicinity of 631 N. Glenwood Avenue, south of the intersection with East Matilda Street. Some nearby properties have experienced flooding in the past and the property owners have requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding on the subject properties, and in the general location. The following scope of work has been developed to assist with the first phase of a potential project to implement drainage improvements within the drainage basin.

Scope of Work for this Task Order includes:

Task 1 – Existing Conditions Analysis; Task 2 – Alternatives Analysis; Task 3 – Report

See attached Task Order for additional information about the scope of the project.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005
Task Order Date: February 10, 2021

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated _____, 20__, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client's Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____

Project Name: 631 N. Glenwood Avenue _____

Client's Representative: Andrew Parker _____

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E. _____

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 120 days from receipt of surveying data or Notice to Proceed whichever is greater

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ 55,830 [] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached, and incorporated into this Task Order:

6. Amendment: [] This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005

Attachment 1

Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues in the vicinity of 631 N. Glenwood Avenue, south of the intersection with East Matilda Street. It is our understanding that the properties have experienced flooding in the past and that the property owners have requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding on the subject properties, and in the general location. The following scope of work has been developed to assist with the first phase of a potential project to implement drainage improvements within the drainage basin.

Phase 1 – Alternatives Evaluation

The purpose of Phase 1 is to analyze the drainage system's existing conditions and test different solutions to relieve flooding of properties along Glenwood Avenue, in the areas just south of East Matilda Street. Arcadis proposes that the work be divided into the following tasks:

Task 1 – Existing Conditions Analysis

Task 2 – Alternatives Analysis

Task 3 – Report

Each task is described below. Please note that this work authorization only includes the efforts necessary to identify a preferred solution by the City. Additional efforts will be required to design the preferred solution once identified. A second phase of the project, to be authorized at a later date, would follow upon completion of Phase 1 of the project. Phase 2, if authorized, will address the development of a full set of construction drawings for the preferred alternative as well as permitting necessary to move forward with a construction project. Phase 2 is not included in this scope of work and accompanying fee proposal.

Task 1 – Existing Conditions Analysis

Task 1 will consist of development of appropriate hydrologic and hydraulic computer models to quantify the nature of the drainage conditions that currently exist within the basin. Arcadis will use PCSWMM to conduct the hydrologic and hydraulic (H&H) modeling needed for both this task and Task 2. Arcadis will coordinate with the Whitfield County Stormwater Engineer to obtain geographic information systems (GIS) data for the drainage area's pipes and structures. It is assumed that any surveying efforts required for this effort will be secured by the City separately and coordinated with Arcadis staff to ensure efficient collection of data. As such, surveying is not included in this work authorization.

The focus of the study will be the portion of the drainage system that runs south from East Long St. within Glenwood Avenue and North from 631 N. Glenwood Avenue, converging at an inlet on the eastern side of N. Glenwood Avenue in front of 698 N. Glenwood Avenue. Refer to "City of Dalton, GA: Stormwater Area of Concern Catalog: Off Right-of-Way – Figure 8" for a graphical depiction of the study area.

The ultimate downstream point of analysis for the H&H modeling will be at the existing outfall of the 42-inch RCP that discharges from N Elm Street. Arcadis staff will also conduct a limited field reconnaissance (subject to travel restrictions) within the project area to assess existing drainage patterns including open channel and culvert connectivity.

Arcadis will develop an existing conditions model based on the data collected or provided. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

Assumptions:

- Data transfer from County and City will be via electronic means.
- Pipe and structure survey will be conducted by others.
- Land use will be based on existing conditions.

Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the analysis.

Task 2 – Alternatives Analysis

The purpose of this task is to test different alternatives' flood reduction effectiveness. Four scenarios have been discussed with City staff and are described below:

Scenario A –Increasing Existing Drainage System Capacity in Place (3 Iterations)

Scenario A will evaluate the impacts of upgrading pipes and open channels of the existing drainage system within the right-of-way, downstream of the assets located on 631 N. Glenwood Avenue, to provide additional hydraulic capacity for the system. This will likely be an iterative process to evaluate whether the additional capacity will result in flooding downstream. The intent of this scenario would be to develop an analysis of system upgrades without altering the assets located on 631 N. Glenwood Avenue.

A target level of service for the upgraded system capacity will be determined before the evaluations are performed based on discussions with City staff. Arcadis will compare the results of the Scenario with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties. The analysis will study the outfall on 622 N. Elm Street with the ultimate downstream point of analysis for the H&H modeling at the existing 42-inch RCP discharging from N Elm Street.

Scenario B –N. Glenwood Avenue Disconnect (2 Iterations)

Scenario B will model the impacts of the disconnecting of the upper reaches of the conveyance system from the main trunkline that passes through 698 N. Glenwood Avenue. The disconnected network, consisting of the trunkline that flows from Mitchell Street, would be routed eastward on Matilda Street, and outfall to either the existing outfall location to the rear of 622 N. Elm Street or to an alternate location in the area.

This will likely be an iterative process to evaluate whether the additional capacity from the disconnected storm drainage system will result in flooding downstream. A target level of service for the new system capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenario A, Arcadis will compare the results of Scenario B with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties. The analysis will study the outfall on 622 N. Elm Street with the ultimate downstream point of analysis for the H&H modeling at the existing 42-inch RCP discharging from N Elm Street.

Scenario C – Conveyance Network Realignment (1-2 Iterations)

Scenario C will evaluate the impacts and conceptual sizing of a realigned and redesigned conveyance network within the drainage area. The alignment would evaluate the feasibility of abandoning the existing pipe network on private property, and realigning and upgrading the are conveyance network. This scenario will evaluate an option that collects runoff within the N. Glenwood Avenue right-of-way, and conveys flows eastward on Matilda Street.

This will likely be an iterative process to evaluate whether the additional capacity from the redesigned storm drainage

system will result in flooding downstream. A target level of service for the new system capacity will be determined before the evaluations are performed based on discussions with City staff. As was the case with Scenarios A & B, Arcadis will compare the results of Scenario C with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties. The analysis will study the outfall on 622 N. Elm Street with the ultimate downstream point of analysis for the H&H modeling at the existing 42-inch RCP discharging from N Elm Street.

Scenario D – Green Stormwater Infrastructure (3-5 Iterations)

Scenario D will include a preliminary analysis that explores the feasibility of constructing green stormwater infrastructure (GSI) within the right-of-way of Glenwood Avenue and/or N. Elm Street. GSI, if feasible, may provide volume control and upstream detention that would alleviate the burden on the conveyance network. GSI features within the right-of-way that will be explored may consist of roadside bio swales, tree trenches, and underground detention.

This will be an iterative process, and may be combined with and / all iterations within Scenarios A-C.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties. The analysis will study the outfall on 622 N. Elm Street with the ultimate downstream point of analysis for the H&H modeling at the existing 42-inch RCP discharging from N Elm Street.

Assumptions:

- City will provide survey data requested by Arcadis

Meetings and Deliverables:

- Up to two remote meetings to discuss findings

Task 3 – Report

Arcadis will submit a draft technical memorandum summarizing the methodology utilized to conduct the analysis as well as the results of the alternative analysis outlined in Task 2. A final version of the report will be submitted two weeks after receipt of City comments. Following completion of the draft report, we will schedule a meeting with city staff to discuss the report prior to finalization.

Assumptions:

- Draft and final reports will be electronic format.

Deliverables:

- Draft Report
- Final Report that incorporates appropriate revisions resulting from City comments received.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 005

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2020 rate table below.

2020 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

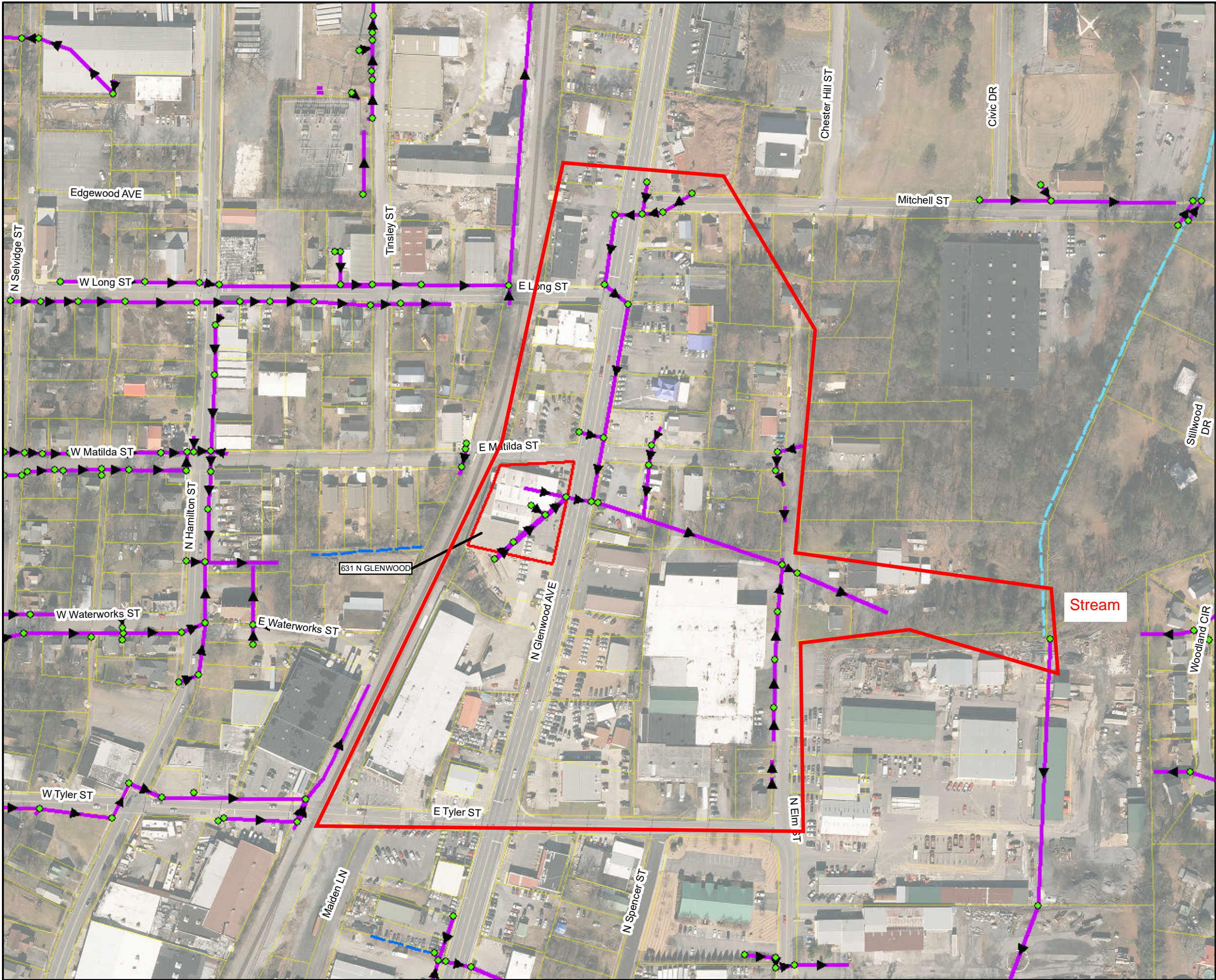
PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 005

Attachment 3
Special Conditions

None.

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 005

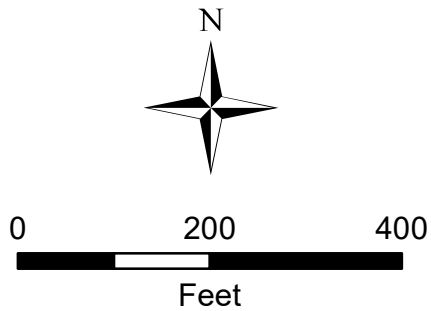
Attachment 4
Project Area Map



Legend

- Stormwater Structure
- Stormwater Pipes
- Stormwater Ditches
- - - Streams
- ▬ Roadway Centerline Elevations
- Survey Area
- Storm System Only Survey Area
- ▭ Parcels

Survey areas within private property and right of ways include the collection of the following items: above ground items (i.e. buildings, roadways, utility poles, etc) Topo - 2' contours, ditch/stream top of bank and toe of bank locations and elevations, utilities, storm sewers, building footprints and finish floor elevations.



CITY OF DALTON
STORMWATER SURVEY EXHIBIT

North Glenwood Ave Drainage Study Survey



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/1/2021

Agenda Item: Contract for Services with B and J Reed Construction for the Covie Ridge Detention Pond & Stormwater Improvements Project

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$332,963.00 (unit pricing)

Funding Source if Not in Budget 2015 SPLOST

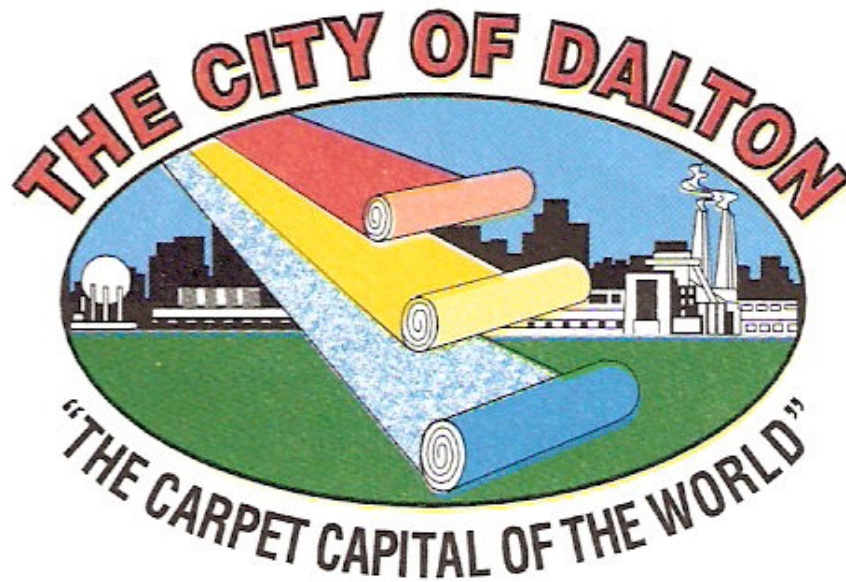
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This contract for services with B and J Reed Construction, LLC is to construct the Covie Ridge Detention Pond as per the plans prepared by Richards & Associates Engineering, Inc. (RAE) dated 09-15-2020.

Five (5) bids were received for completion of this work, and B and J Reed Construction, LLC was the low bidder at \$332,963.00.

The Finance Department has set up a charge account to fund this project: 320110 039990 SP177.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BID

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

TUESDAY, FEBRUARY 16, 2021 AT 2:00 PM

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

The site is +/- 1.0 acres and is located between Covie Ridge and Winton Drive, Dalton, Georgia. It is a part of Stonewood Chase subdivision. Stormwater runoff from the site drains to the north and then to Mill Creek. The owner plans to construct a detention pond to attenuate the peak flow for the immediate drainage basin. The project will also include the installation of downstream pipe network and stormwater improvements from the detention pond to Winton Drive. Approximately 1.1 acres will be disturbed during construction. The work shall be done as directed by the plans developed by Richards & Associates Engineering, Inc. (RAE). All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

One Contract shall be awarded covering all work, and the contract completion date for this project is June 30, 2021. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents, plans, and the bid package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: melliott@daltonga.gov.

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY _____
Megan Elliott
Project Engineer

###

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 SEPTEMBER 15, 2020

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT
300 W. WAUGH STREET, DALTON, GEORGIA 30722 until FEBRUARY 16, 2021
AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED BIDS MUST INCLUDE EXECUTED E-VERIFY AND SAVE AFFIDAVITS.** THESE DOCUMENTS CAN BE FOUND IN THE BID PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

0103 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the

remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2021. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Megan Elliott (melliott@daltonga.gov) and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

0114.01 Unit bid prices of various items as they relate to total bid price.

0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.

0114.03 Litigation record of the Bidder.

0114.04 Satisfactory completion of similar projects.

0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

..... END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

Bond Number: BND1008618

CONTRACTOR:

(Name, legal status and address)

B and J Reed Construction
669 Will Evans Road
Chatsworth Ga 30705

SURETY:

(Name, legal status and principal place of business)

Fair American Insurance and
Reinsurance Company
365 Northridge Road, Suite 400
Atlanta, GA 30350

OWNER:

(Name, legal status and address)

City Of Dalton
300 West Waugh Street
Dalton Ga.30722

BOND AMOUNT: 5% of Amount Bid, Not To Exceed \$400,000

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

City Of Dalton, Covie Ridge Regional Detention Pond

Project Number, if any:

P.W. 2021-Covie

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of February, 2021


(Witness)


(Witness)

B and J Reed Construction

(Principal)

 (Seal)

(Title)

Fair American Insurance and Reinsurance Company

(Surety)

Arthur S Johnson

, Attorney In Fact

(Title)

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas Berrett Miller of Jacksonville, Florida EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 7th day of January 2020.



STATE OF NEW YORK
COUNTY OF NEW YORK

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

By: 
Suzanne A. Spantidos, Senior Vice President

On January 07, 2020 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 16 day of FEBRUARY, 2021


VINCENT PATRICK SMY
Notary Public State of New York
New York County
No. 48340, Exp. December 7, 2023


Christopher O'Gwen, Senior Vice President

No. 48340, Exp. December 7, 2023

BND 1008015

BID PROPOSAL

Place Dalton, Ga
Date 2-16-21

Proposal of B and J Reed Construction L.L.C. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of Chatsworth
State of Ga and County of Murray, * an individual, a
corporation, or a partnership doing business as B and J Reed Construction L.L.C.

TO: CITY OF DALTON, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the Covie Ridge Regional Detention Pond & Stormwater Improvements Project (Dalton Proj. PW-2021-COVIE) having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2021. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

1 and 2

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures. \$332,963.00

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the 16th of February in the amount of 5% of bid according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Bond J Reed Constuction L.L.C 1669 Will Evans Rd
Chatsworth, Ga 30705

BID PROPOSAL
(Continued)

Dated at:

B and J Reed Construction L.L.C.

The 16th day of February, 2021

Jeremy Reed
Principal

By Jeremy Reed SEAL

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

B and J Reed Construction, LLC

1669 Will Evans Rd

Chatworth, GA 30705

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: March 1, 2021

Amount: \$332,960.00

Description *(Name and location):*

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

SURETY *(Name and Principal place of Business):*

BOND:

Date: _____

Amount: _____

Bond Number: _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.

- 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: B and J Reed Construction, LLC

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

B and J Reed Construction, LLC

1669 Will Evans Rd

Chatworth, GA 30705

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: March 1, 2021

Amount: \$332,963.00

Description *(Name and location):*

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

SURETY *(Name and Principal place of Business):*

BOND:

Date: _____

Amount: _____

Bond number: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND
(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND
(Continued)

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: B and J Reed Construction, LLC

(Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

(Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 1st day of March, 2021, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and B and J Reed Construction, LLC

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Dalton, County of Whitfield, and State of Georgia
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby
agrees to commence and complete the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND
& STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-COVIE**

hereinafter called the "Project", for the sum of \$332,963.00
Dollars (Three Hundred Thirty Two Thousand Nine Hundred Sixty Three Dollars) and
all extra work in connection therewith, under the terms as stated in the Contract
Documents, and at his (*its or their*) own proper cost and expense to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and
other accessories and services necessary to complete the said project in accordance with
the conditions and prices stated in the proposal, the General Conditions of the Contract,
the specifications and contract documents therefore as prepared by the Owner and as
enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof
and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project by June 30, 2021. The Contractor further agrees to pay as liquidated damages
the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter
provided in the General Conditions under "Time of Completion and Liquidated
Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

361539

EEV/Basic Pilot Program* User Identification Number

Band J Reed Construction L.L.C. 08-2006
BY: Authorized Officer or Agent Date
(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Jeremy Reed

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

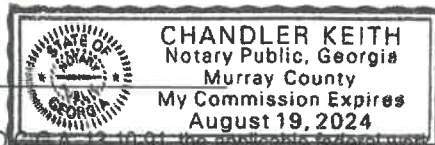
BEFORE ME ON THIS THE

16 DAY OF February, 2021

[Signature]
Notary Public

My Commission Expires:

08-14-2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Revised Bid Proposal Form for Addenda 2 - Dalton Project No. PW-2021-COVIE
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRADING & ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	LS	1	38,100	38,100
202-1000	CLEARING AND GRUBBING	AC	0.12	25,000	3,000
210-0100	GRADING COMPLETE	LS	1	157,500	157,500
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2	600	1,200
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24	260	6,240
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50	30	1,500
500-9999	CLASS B CONCRETE	CY	4	200	800
				SUB TOTAL	208,340

DRAINAGE ITEMS					
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28	40	1,120
550-1360	36" RCP	LF	372	149	55,428
668-1100	CATCH BASIN, GRP 1	EA	1	1,400	1,400
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1	3,500	3,500
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1	1,000	1,000
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1	4,500	4,500
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1	1,600	1,600
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1	1,600	1,600
Non-Standard	36" CONCRETE HEADWALL	EA	2	1,500	3,000
				SUB TOTAL	73,148

TEMPORARY EROSION CONTROL ITEMS					
163-0310	CONSTRUCTION EXIT	EA	2	1,500	3,000
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1	750	750
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5	800	4,000
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520	3	1,560
167-1000	NPDES MONITOR & SAMPLING	LS	1	800	800
167-1500	NPDES INSPECTIONS	LS	1	800	800
Non-Standard	FILTER RING	EA	1	1,200	1,200
Non-Standard	CONCRETE WASHOUT	EA	1	500	500
				SUB TOTAL	12,610

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525	2	7050
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126	40	5040
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	65	50	3250
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	25	45	1125
700-6001	GRASSING COMPLETE	SF	5100	.75	3825
700-9300	SOD	SY	180	.75	135
				SUB TOTAL	20,425

FENCING ITEMS					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822	20	16,440
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1	2000	2000
				SUB TOTAL	18,440

Company Name: Band J Reed Const

Authorized Bid Rep. Signature: [Signature]

Authorized Bid Rep. Title: President

TOTAL	332,963
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SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject

to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

0313 SAFETY PROVISIONS

- 0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider

incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0328. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

- 0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0327.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0327.04 and 0327.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0327.4 and 0327.05*).

- 0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0327.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
- 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 0323.02.5.6 Losses, damages and expenses, not compensated by insurance or

otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0327.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0327.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0327.02.1 and 0328.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0328.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0327.02.4, 0327.02.5, and 0327.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0327.04.2.1 through 0328.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0327.02 or 0327.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0327.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purposed for which they are used. Should they fail too meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0326 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0326 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial

payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

0331 PAYMENTS TO CONTRACTORS

0331.01 No later than thirty (30) days after submittal of a progress payment request the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. Provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, *may* reduce the retainage to 5%.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

0331.03 In preparing estimates, the material delivered on the site and preparatory

work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.

- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by

the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- 0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.
- 0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.

- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 36.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

0334.11 Certificate Holder should read:

**CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722**

- 0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (*or bonds*) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance

of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work be specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly

employed by him.

0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

0342.01 To take every precaution against injuries to persons or damage to property;

0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said

Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in

his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material

supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 0358.05.1 To any preference, priority or allocation order duly issued by the Government;
- 0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of _____, _____.

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

Personally appeared before the undersigned
who after being duly sworn, deposes and says that
the facts stated in the above affidavit are true.

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE **RICHARDS & ASSOCIATES ENGINEERING, INC. PLANS INCLUDED AS EXHIBIT A.**
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. The Contractor will be responsible for coordinating with Dalton Utilities and other utility agencies for the coordination and adjustments (if applicable) of all utilities located within the project limits.
7. Contractor is required to call GA 811 or file online a utility locate request prior to commencing work and maintain active locate for the duration of the project.
8. Time of Work Restrictions – No work shall be completed between the hours of 9:00 PM and 7:00 AM. Liquidated damages for failure to observe time of work restrictions shall be assessed to the Contractor at the rate of \$200 per hour.
9. **NOI – A NOI is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.**

10. Contractor will be responsible for clearing and grubbing trees in the construction easement area as instructed by the City Arborist.
11. Coordination of project with Owners – Contractor shall continuously make a good faith effort to coordinate work activities with the adjacent property owners affected by the project.
12. Note: Grassing complete shall include straw, slope mix seed, and fertilizer as required.

EXHIBIT A:

*RICHARDS & ASSOCIATES
ENGINEERING, INC. SITE
DEVELOPMENT PLANS*

DATED SEPTEMBER 15, 2020

FOR

COVIE RIDGE POND

SITE DEVELOPMENT PLANS FOR COVIE RIDGE POND

1. THESE PLANS HAVE BEEN SIGNED AND SEALED BY THE ENGINEER FOR REVIEW ONLY. THEY CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE PERMITTING AUTHORITIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE CLIENT.
2. THE CLIENT IS COMPLETELY RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FOR CONSTRUCTION FROM ALL FEDERAL, STATE AND LOCAL PERMITTING AUTHORITIES. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT LIABLE FOR THE FAILURE OF THE CLIENT TO OBTAIN THE NECESSARY PERMITS.
3. THIS DRAWING SHEET IS PART OF A COMPLETE SET OF DESIGN DRAWINGS. IT SHOULD NOT BE SEPARATED FROM THE SET. INFORMATION PERTINENT TO THIS SHEET MAY BE FOUND ON OTHER SHEETS IN THE SET.
4. A COPY OF THE CURRENT SET OF APPROVED DRAWINGS MUST BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.
5. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT THE CONTRACTOR HAS A COPY OF THE CURRENT SET OF APPROVED DRAWINGS ONSITE AT ALL TIMES.
6. IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR CONFLICTS IF WE ARE NOT NOTIFIED PRIOR TO INSTALLATION.
7. THESE DRAWINGS HAVE BEEN STAMPED AND SIGNED FOR FOR ENGINEERING DESIGN CONTENT ONLY. PROPERTY LINE INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN PROVIDED BY THE CLIENT OR A REGISTERED LAND SURVEYOR AND ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. ALL MEASUREMENTS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CLIENT MUST ENGAGE THE SERVICES OF A REGISTERED LAND SURVEYOR TO RESEARCH, PLAT AND LOCATE ALL PROPERTY CORNERS PRIOR TO THE PURCHASE OF THE PROPERTY AND COMMENCEMENT OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT RESPONSIBLE FOR VERIFYING THE LOCATION OF OR EXISTENCE OF THE LIMITS OR BOUNDARY OF THE CLIENT'S PROPERTY. AT THE CLIENT'S REQUEST, RICHARDS & ASSOCIATES ENGINEERING, INC. USES THE INFORMATION PROVIDED BY THE CLIENT, EITHER DIRECTLY OR THROUGH THE CLIENT'S SURVEYOR, TO PRODUCE CONSTRUCTION DRAWINGS FOR THE CLIENT. THESE DRAWINGS MAY HAVE BEEN PREPARED FOR A SITE NOT CURRENTLY OWNED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT HE HAS THE RIGHT TO OCCUPY THE PROPERTY FOR THE PURPOSE OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. MAKES NO CLAIMS AS TO THE OWNERSHIP OF THE SUBJECT PROPERTY OR ADJACENT PROPERTIES.

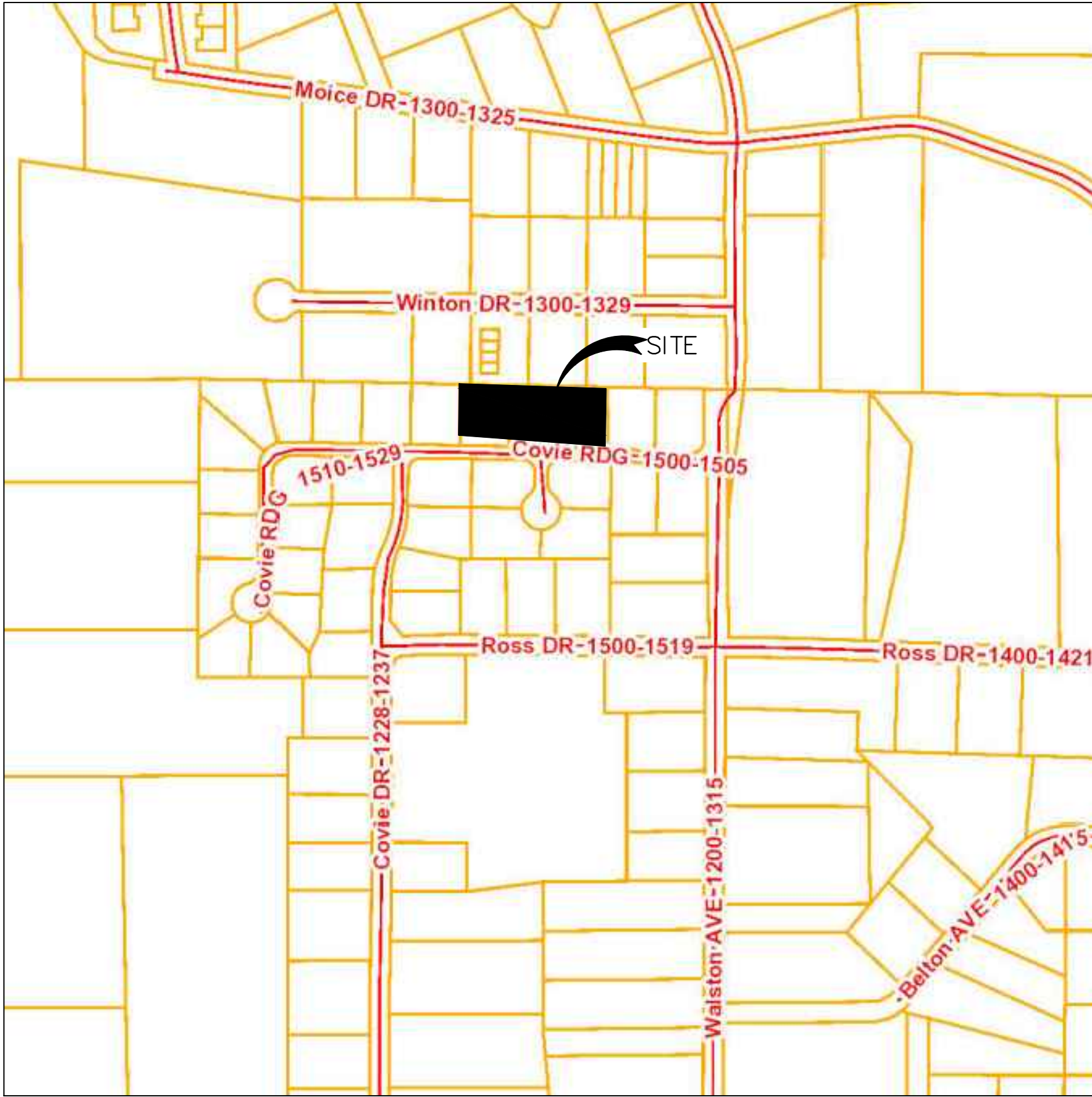
OWNER
CITY OF DALTON
PO BOX 1205
535 ELM STREET
DALTON, GA 30722
(706)278-7077

PRIMARY PERMITTEE:
TBD
EMAIL:

24 HOUR LOCAL CONTACT RESPONSIBLE FOR EROSION,
SEDIMENTATION AND POLLUTION CONTROLS:
TBD
GSWCC CERTIFICATION #
EMAIL:

LOCATED IN LAND LOT 184, DISTRICT 12, SECTION 3
COVIE RIDGE
CITY OF DALTON

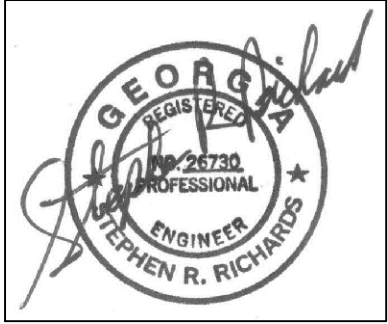
N 34.790246° , W 84.991753°
SITE AREA: ±0.86 ACRES
DISTURBED AREA: ±1.1 ACRES



VICINITY MAP
NTS

DESIGN PROFESSIONAL'S CERTIFICATION

1. I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100003.
2. I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.
3. GEORGIA'S 305(b)/303(d) LIST DOCUMENTS HAVE BEEN CONSULTED.



STEPHEN R. RICHARDS, PE
GSWCC LEVEL II CERTIFICATION NO. 8688

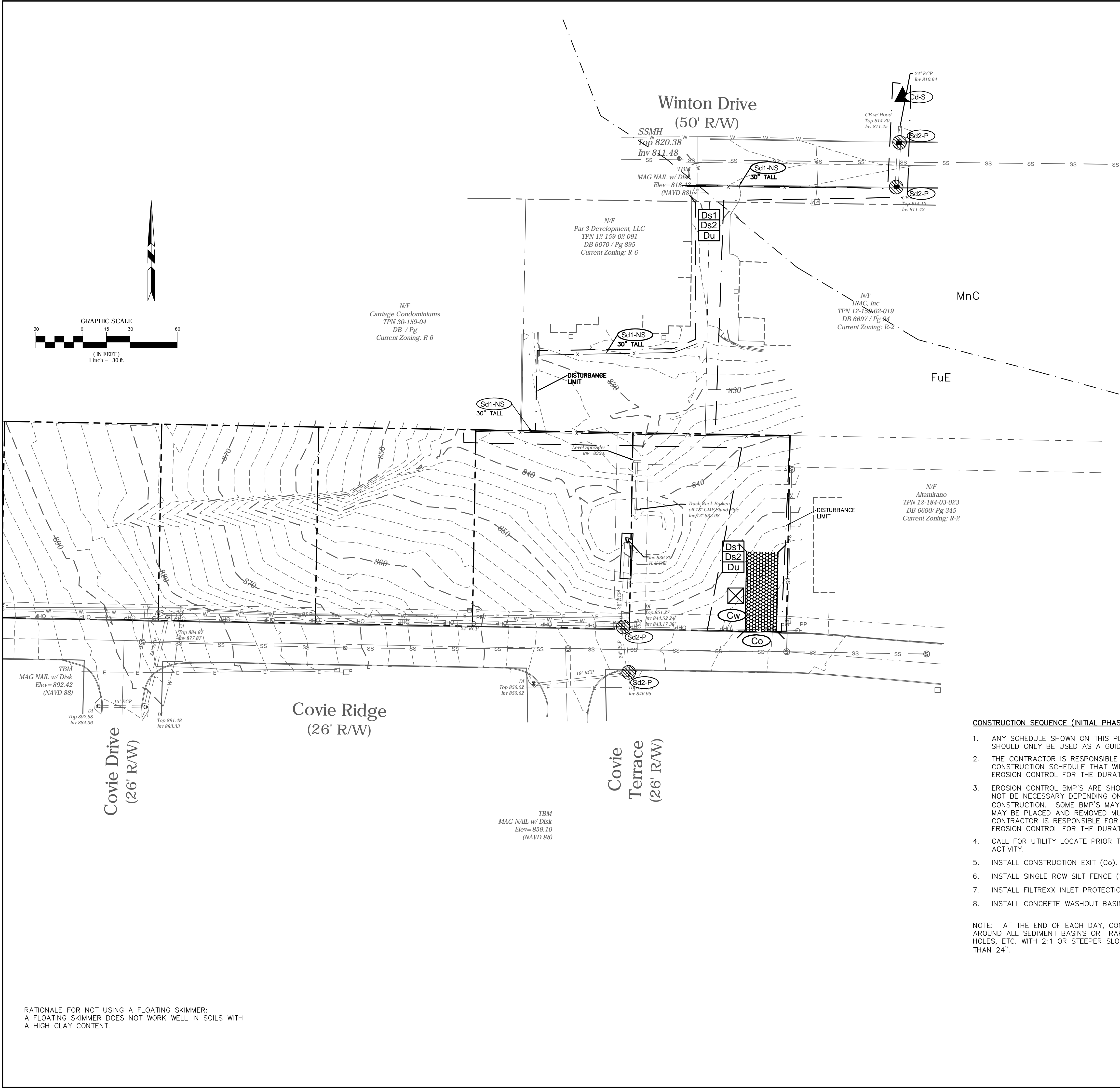
9/15/2020
DATE

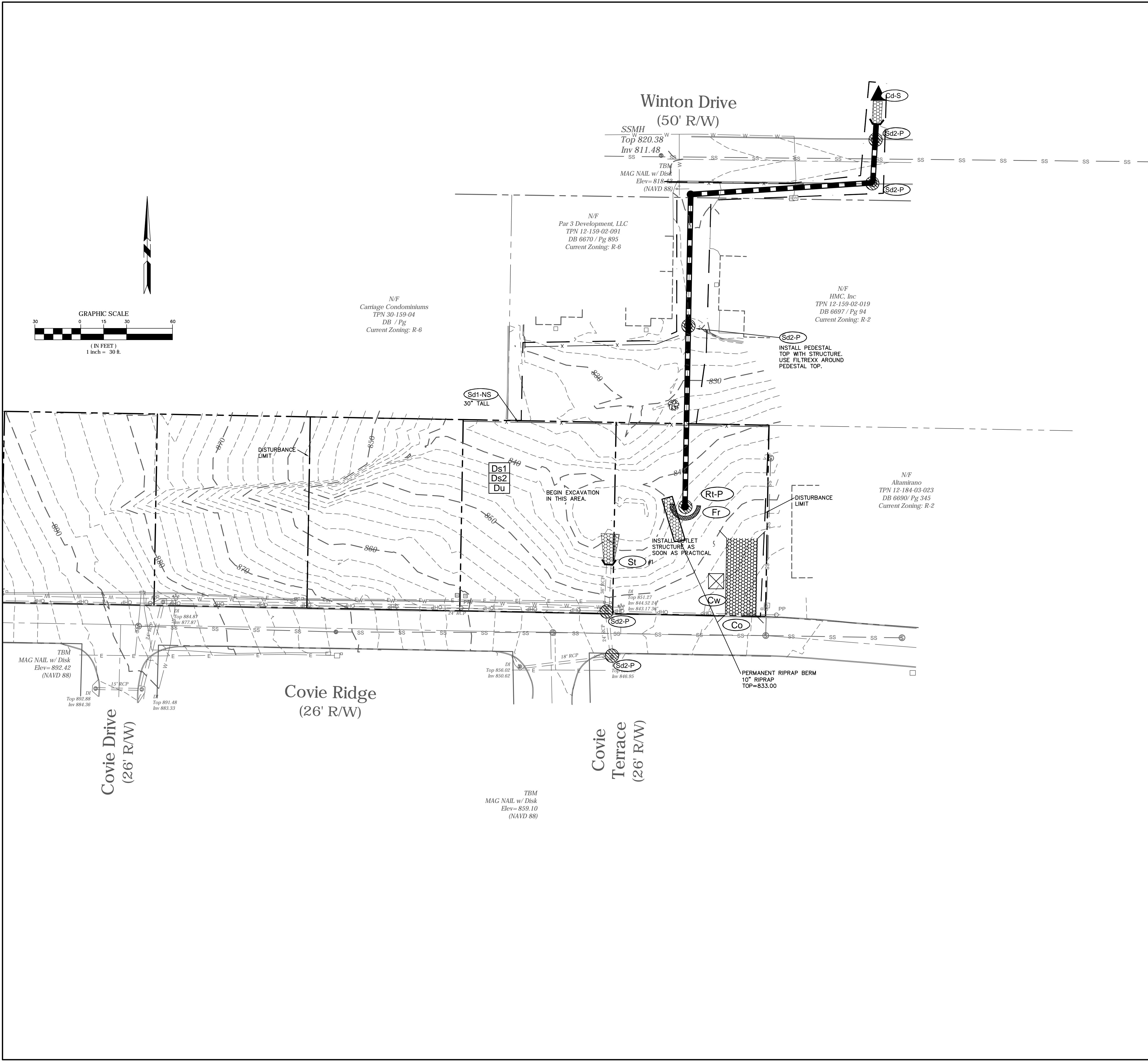
THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE GEORGIA GENERAL PERMIT NO. GAR100003 AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WITH CONSTRUCTION ACTIVITY FOR COMMON DEVELOPMENT CONSTRUCTION PROJECTS EFFECT AUGUST 1, 2018.

THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, EFFECTIVE JANUARY 1, 2016.

SHEET INDEX

- C0 COVER SHEET
- C1 INITIAL PHASE A SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C2 INTERMEDIATE A SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C3 INTERMEDIATE B SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C4 FINAL PHASE SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C5 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL DETAILS
- C6 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL DETAILS
- C7 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
- C8 EXISTING CONDITIONS AND DEMOLITION PLAN
- C9 GRADING & DRAINAGE PLAN
- C10 CONSTRUCTION DETAILS





Q25=30 cfs
V25=22 fps
TW < Pipe 1/2 ø

Lo=22'
W1=10'
W2=32'
Average stone diameter (d50)=12"
Stone depth (D)=24"

CONSTRUCTION SEQUENCE (INTERMEDIATE PHASE A)

1. ANY SCHEDULE SHOWN ON THIS PLAN IS A SUGGESTION AND SHOULD ONLY BE USED AS A GUIDE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A CONSTRUCTION SCHEDULE THAT WILL MAINTAIN SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
3. EROSION CONTROL BMP'S ARE SHOWN ON THIS PLAN THAT NOT BE NECESSARY DEPENDING ON SCHEDULING OF THE CONSTRUCTION. SOME BMP'S MAY HAVE A SHORT LIFESPAN OR MAY BE PLACED AND REMOVED MULTIPLE TIMES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
4. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED.
5. BEGIN EXCAVATION.
6. INSTALL STORM SEWER AND BMP'S (St, Sd2-P, Rt-P, Fr).
7. MAINTAIN DUST CONTROL AND PLACE TEMPORARY MULCH AND/OR GRASSING AS NEEDED.

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".

RETROFIT STORAGE CALCULATIONS			
Rt #	A	Rt-P	
1. REQUIRED STORMWATER STORAGE (25yr) =	13.00 ac		
2. REQUIRED SEDIMENT STORAGE =			
3. TOTAL REQUIRED STORAGE =			
4. AVAILABLE STORAGE =			
5. IS AVAILABLE STORAGE > REQUIRED STORAGE?			
7. CLEANOUT VOL =			
8. CLEANOUT EL =			
8. IS L:W > 2:1?			

RAE

RICHARDS & ASSOCIATES ENGINEERING, INC.

CIVIL ENGINEERING + LAND PLANNING

P.O. BOX 220 CHATSWORTH, CA 30705

(706) 995-0661

GEORGIA

REGISTERED PROFESSIONAL ENGINEER

26730

ARTHUR R. RICHARDS

GA PROFESSIONAL ENGINEER NO. 26730

LEVEL II CERTIFIED DESIGN

PROFESSIONAL NO. 86888

PROJECT

COVIE RIDGE POND

COVIE RIDGE

DALTON, GA

CLIENT

CITY OF DALTON

PO BOX 1205, 535 ELM STREET

DALTON, GA 30722

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Revisions

Date

Drawing Title

INTERMEDIATE A

SOIL EROSION

SEDIMENTATION

AND POLLUTION

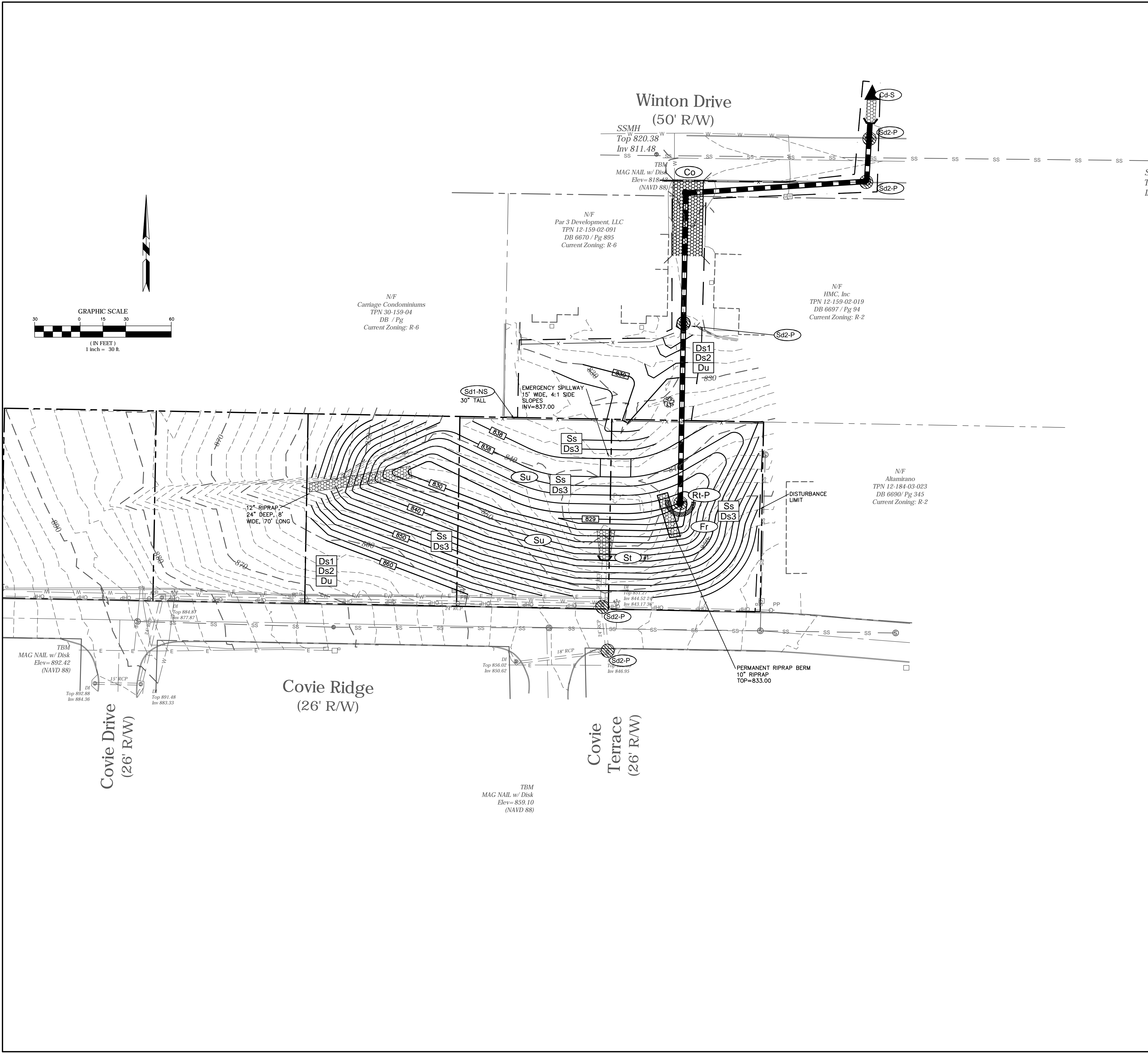
CONTROL PLAN

DATE9/15/2020

PROJECT NO.20-020

DRAWING NO.C2

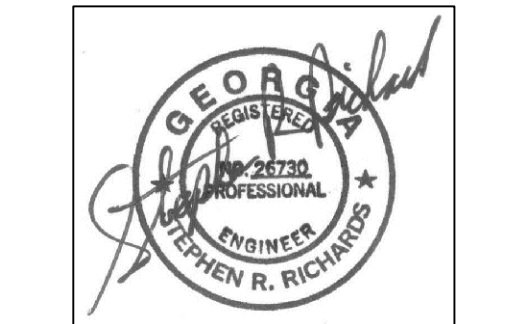
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CONSTRUCTION SEQUENCE (INTERMEDIATE PHASE B)

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4. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED.
5. CONTINUE EXCAVATION.
6. RELOCATE CONSTRUCTION EXIT (Co) TO WINTON DRIVE.
7. RELOCATE CONCRETE WASHOUT BASIN (Cw) TO WINTON DRIVE IF ADDITIONAL CONCRETE WILL BE REQUIRED.
8. INSTALL RIPRAP ALONG DRAIN ON WEST SIDE OF POND.
9. MAINTAIN DUST CONTROL AND PLACE TEMPORARY MULCH AND/OR GRASSING AS NEEDED.

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".



GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT	CIT
COWIE RIDGE POND	
COWIE RIDGE	
DALTON, GA	
CLIENT	CITY OF DALTON
	PO BOX 1205, 535 ELM STREET
	DALTON, GA 30722

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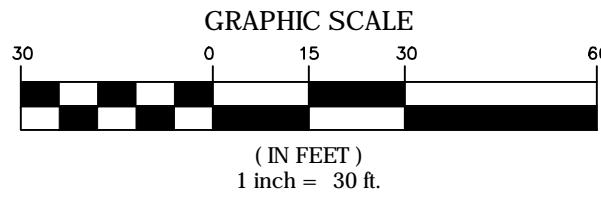
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Revisions	Date

Drawing Title
**INTERMEDIATE B
SOIL EROSION
SEDIMENTATION
AND POLLUTION
CONTROL PLAN**

DATE	9/15/2020	DRAWING NO.
PROJECT NO.	20-020	C3



- NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".

ACTIVITY SCHEDULE

MONTHS FROM START OF CONSTRUCTION

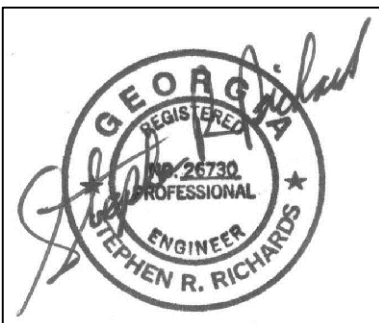
	1	2	3	4	5	6
1						
2						
3						
4						
5						
6						

CONSTRUCTION SCHEDULED TO BEGIN ON 10/1/2020
AND BE COMPLETED ON OR BEFORE 4/1/2021

SEE HYDROLOGY STUDY PREPARED BY
RICHARDS & ASSOCIATES, DATED 8/14/2020.



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P.O. BOX 220 CHATSWORTH, CA. 30705
(706) 695-0661



GA PROFESSIONAL ENGINEER NO.
26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT	CLIENT
COVE RIDGE POND COVE RIDGE DALTON, GA	CITY OF DALTON P.O. BOX 1205, 535 E. DALTON, GA 30722

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Revisions	Date

└─Drawing Title:

FINAL PHASE SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL PLAN

DATE	9/15/2020	DRAWING NO. C4
PROJECT NO.	20-020	

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY) – 4 INCH MINIMUM COVERAGE

Ds2 PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

Species	Broadcast Rates 2/ – PLS 2/ Per Acres sq. ft.	Resource Area	Planting Dates by Resource Areas Planting Dates	Remarks
MILLET, PEARL (Pennisetum glaucum)	alone 50 lbs.	1.1 lb	(Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa)	alone 4 bu. (128 lbs.) 1 bu. (32 lbs.)	2.9 lb 0.7 lb	J F M A M J J A S O N D	13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley.
RYE (Secale cereale)	alone 3 bu. (96 lbs.) 1 1/2 bu. (28 lbs.)	3.9 lb 0.6 lb	J F M A M J J A S O N D	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
RYEGRASS, ANNUAL (Lolium temeritum)	alone 40 lbs. 10 lbs.	0.9 lb 0.2 lb	J F M A M J J A S O N D	227,000 seed per pound. Dense cover. Very competitive in mixtures.
SUDANGRASS (Sorghum sudanese)	alone 60 lbs.	1.4 lb	J F M A M J J A S O N D	55,000 seed per pound. Good on droughty sites. Not recommended for mixtures.

TP

NOTES:

1. STOCKPILED TOPSOIL WILL BE COVERED WITH PLASTIC OR STRAW.
2. DEPENDING ON LOCATION, SILT FENCE MAY BE REQUIRED ON DOWNSTREAM SIDE OF STOCKPILE AREA

VEGETATIVE PLAN FOR AREAS DISTURBED DURING CONSTRUCTION

All bare areas resulting from construction operations will be established to perennial vegetation as soon as possible after final grading is complete.

A. Initial Treatment

1. **Seedbed Preparation:** Prepare seedbed to depth of at least 4 inches on all areas where a good seedbed is not present. Remove rocks, roots, and other objects that will interfere with vegetation establishment or maintenance operations. No seedbed preparation is needed where hydroseeded. Lime must be included in initial seedbed preparation minimum coverage of 2 tons per acre
2. **Fertilizer:** Apply 1500 pounds of 6-12-12 analysis fertilizer (or equivalent) per acre. Spread lime and fertilizer uniformly over all areas immediately before final land preparation and mix thoroughly with the soil. Apply topdressing of 50 pounds per acre of ammonium nitrate (or equivalent) when plants are 2 to 4 inches tall.
3. **Seeding:** All areas will be seeded with TALL FESCUE at a rate of 50 lbs. per acre or appropriate seasonal grass (SEE SEEDING SCHEDULE). Seed will be distributed uniformly over the area and covered to a depth of about 2 inches. If the area is to be sprigged, plant only freshly dug sprigs and keep them cool and moist until planted. Firm seeded or sodded areas with cultipacker or roller immediately following planting.
4. **Mulching:** Pond spillways and all seeded areas with slopes greater than 3 percent will be mulched immediately after seeding by spreading uniformly dry straw or hay, free from competing weeds, at the rate of about 2 tons per acre or to cover approximately 75 percent of the ground surface. When feasible, anchor mulch with a packer or disk harrow with the blades set straight or with emulsified asphalt (grade AES) at a rate of 100 gallons emulsion mixed with 100 gallons water for each ton of mulch.

B. Management

Second year application of 800 pounds of 6-12-12 analysis fertilizer per acre and topdress with 20 pounds of ammonium nitrate per acre. Apply agricultural limestone at the rate of 2 tons per acre every 4 to 6 years. The area may be mowed at proper season to control vegetation.

C. Other Requirements or Exceptions

Where liquid plastic materials are used with the hydroseeding operation, no hay mulch is required. When the season for seeding perennial seed has expired, a temporary cover of wheat or rye may be established. As soon as it is practical, perennial seed shall be sown in areas where a temporary cover has been sown.

Ds3 CRITICAL AREA VEGETATIVE PLAN Ds3

GENERAL – This vegetative plan will be carried out on road cut and fill slopes, shoulders, and other critical areas created by construction and land disturbance activities. Seeding will be done as soon as construction in an area is completed. Plantings will be made to control erosion, to reduce damages from sediment and runoff to downstream areas, and to improve the safety and beauty of the development area.

SOIL CONDITIONS – Due to grading and construction, the areas to be treated are mainly subsoil and substrate. Fertility is low and the physical characteristics of the exposed material are unfavorable to all but the most hardy plants.

TREATMENT SPECIFICATIONS

A. Hydroseeding. When hydraulic seeding and fertilizing equipment is used, no grading and shaping or seedbed preparation will be required. The fertilizer, seed and wood cellulose fiber mulch will be mixed with water and applied to a slurry. All slurry ingredients must be combined to form a homogeneous mixture, and spread uniformly over the area, leaving about 25% of the ground surface exposed.

B. Hand seeding. Grade, shape and smooth where needed to provide for safe equipment operation at seeding time and for maintenance purposes. The lime and fertilizer in dry form will be spread uniformly over the area immediately before seedbed preparation. A seedbed will be done with cultipacker-seeder, drill, rotary seeder or other mechanical or hand seeder. Seed will be distributed uniformly over a freshly prepared seedbed and covered lightly. Within 24 hours after seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25% of the ground surface exposed. Mulch will be spread with blower-type mulch equipment or by hand and anchored immediately after it is spread. A disk harrow with the disk set straight or a special packer disk may be used to press the mulch into the soil.

PREPARATION APPLICATION RATES

Agricultural limestone: 4000 lbs/acre Fertilizer 5-10-15: 1500 lbs/acre
Mulch, straw or hay: 5000 lbs/acre Fiber mulch: 1000 lbs/acre **
** required only on hydroseeding operations

TOPDRESSING: To be applied when plants are 2-4 inches. Fertilize 300 lbs/acre

SECOND YEAR FERTILIZER

0-20-20 or equivalent: 500 lbs/acre (hydroseeding) or 5-10-15 800 lbs/acre

SEED SPECIES OPTIONS AND PLANTING DATES

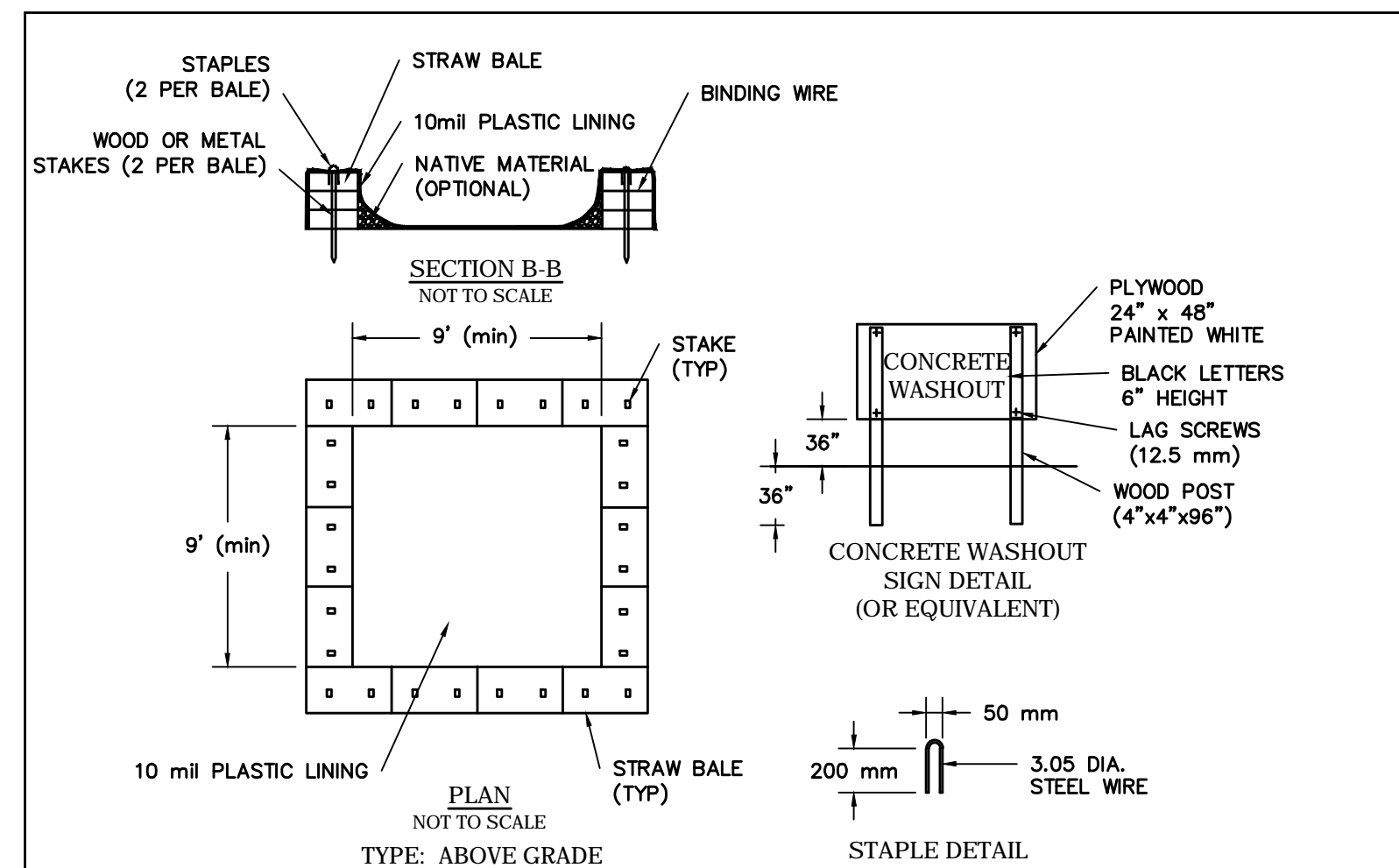
Fescue: 50 lbs/acre : 6/15 to 2/28 Rye: 50 lbs/acre : 11/1 to 2/18
Bermuda: 10 lbs/acre : 3/1 to 6/15 Lovegrass: 4 lbs/acre : 3/1 to 6/15
Sericea lespedeza: 60 lbs/acre 3/1 to 6/15

Ds3 PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER

Species	Broadcast Rates 1/ – PLS 2/ Per Acres sq. ft.	Resource Area 3/	Planting Dates by Resource Areas Planting Dates	Remarks
BERMUDA SPRIGS (Cynodon dactylon)	40 cu. ft. 0.9 cu. ft. or spd plugs 3' x 3'	M-L	(Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs.
COASTAL, COMMON, or TITR 44 TITR 78			J F M A M J J A S O N D	
BAHIA, WILMINGTON (Paspalum notatum)	60 lbs. 1.4 lb 30 lbs. 0.7 lb	M-L	J F M A M J J A S O N D	166,000 seed per pound. Low growing. Soil forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.
CROWNVEATCH (Coronilla varia)	15 lbs. 0.3 lb	M-L	J F M A M J J A S O N D	100,000 seeds per pound. Dense growth. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to late fall. Mix with 30 pounds of Tall fescue or 15 pounds of rye. Inoculate seed with M inoculant. Use from North Atlanta and Northwest.
FESCUE, TALL (Festuca arundinacea)	50bs 1.1 lb. 30bs 0.7 lb.	M-L	J F M A M J J A S O N D	227,000 seeds per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or Crownveatch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
REED CANARY GRASS (Phalaris arundinacea)	50 cu. ft. 1.1 cu. ft. 30 cu. ft. 0.7 cu. ft.	M-L	J F M A M J J A S O N D	Grows similar to Tall fescue.

- 1/ Reduce seeding rates by 50% when drilled.
- 2/ PLS is an abbreviation for Pure Live Seed.
- 3/ M-L represents to Mountain; Blue Ridge; and Ridges and Valleys MLRA's.

SEEDING NOTE: IF PERMANENT
VEGETATION IS REQUIRED BEFORE
SEPTEMBER 15, USE THE APPROPRIATE
SEED AND FERTILIZER FROM THE
CHARTS.



NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
4. Temporary washout facilities shall have a temporary pit or bermmed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
5. Perform washout of concrete mixer trucks in designated areas only.
6. Wash concrete only from mixer truck shootchutes into concrete wash outapproved concrete washout facility. Washout may be collected in an impermeable bag for disposal.
7. Pump excess concrete in concrete pump bin back into concrete mixer truck.
8. Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed offsite.
9. Transit trucks are not to be washed at concrete washout.
10. Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of per state and local regulations.
11. On site concrete waste storage and disposal procedures shall be monitored at least weekly.
12. When temporary concrete washout facilities are no longer required for the work, the hardened concrete shall be removed and disposed of in conformance with state and local regulations.
13. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired.

TEMPORARY ON-SITE CONCRETE TRUCK WASH

TABLE 3. FERTILIZER RATES

PLANTING OPTIONS	YEAR	ANALYSIS	# PER ACRE	# PER 1000 SQ. FT.	# PER ACRE	# PER 1000 SQ. FT.
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
COMMON BERMUDA (UNHILLED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
RYE GRAIN						
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
APPALOW LESPEDEZA (UNSCARFED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
RYE GRAIN						
CROWNVEATCH	AT PLANTING	6-12-12	1500	35	0-50	0-1.2
RYE GRAIN	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
APPALOW LESPEDEZA (SCARFED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
BROWNTOP MILLET						
SUNFLOWER "AZTEC MAXIMILIAN"	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
WEeping LOVEGRASS	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
COMMON BERMUDA (HILLED)	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
BROWNTOP MILLET	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
RYE GRAIN	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
RYE GRAIN	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3

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DUST CONTROL

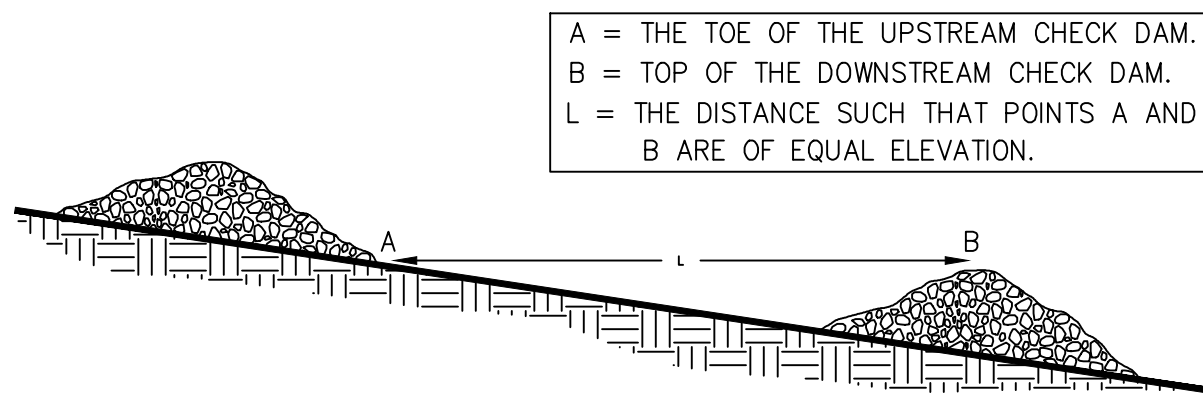
NOTES:

1. The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas.
2. In an emergency situation, the site should be sprinkled with water until the surface is wet. This process should be repeated as necessary.
3. All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

STONE CHECK DAM

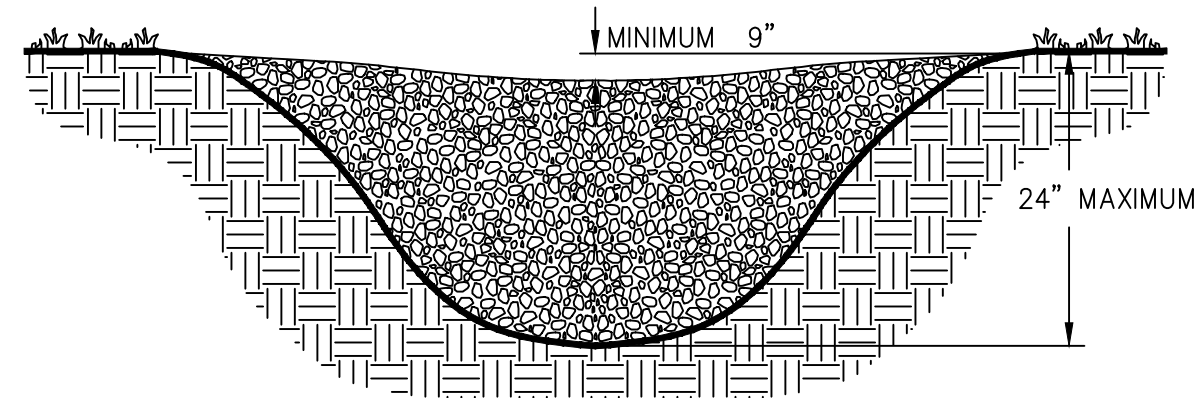
SPACING BETWEEN CHECK DAMS

Cd-S

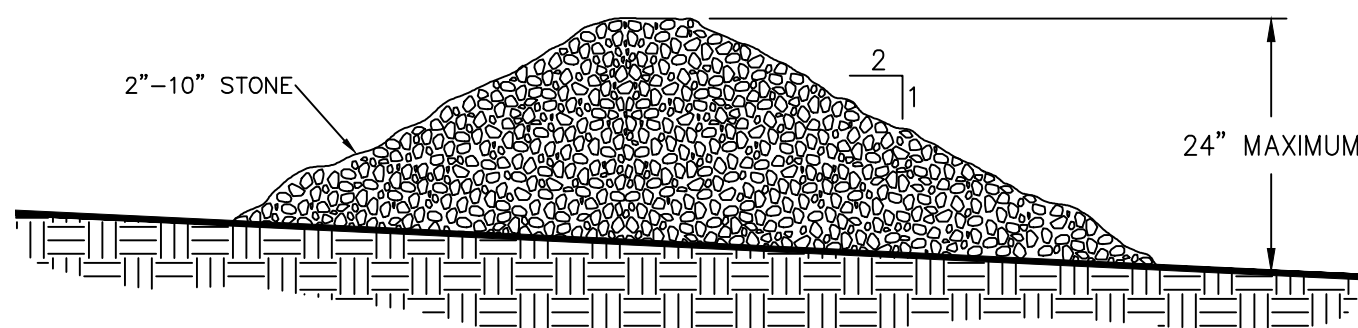


STONE CHECK DAM

CROSS SECTION



PROFILE VIEW



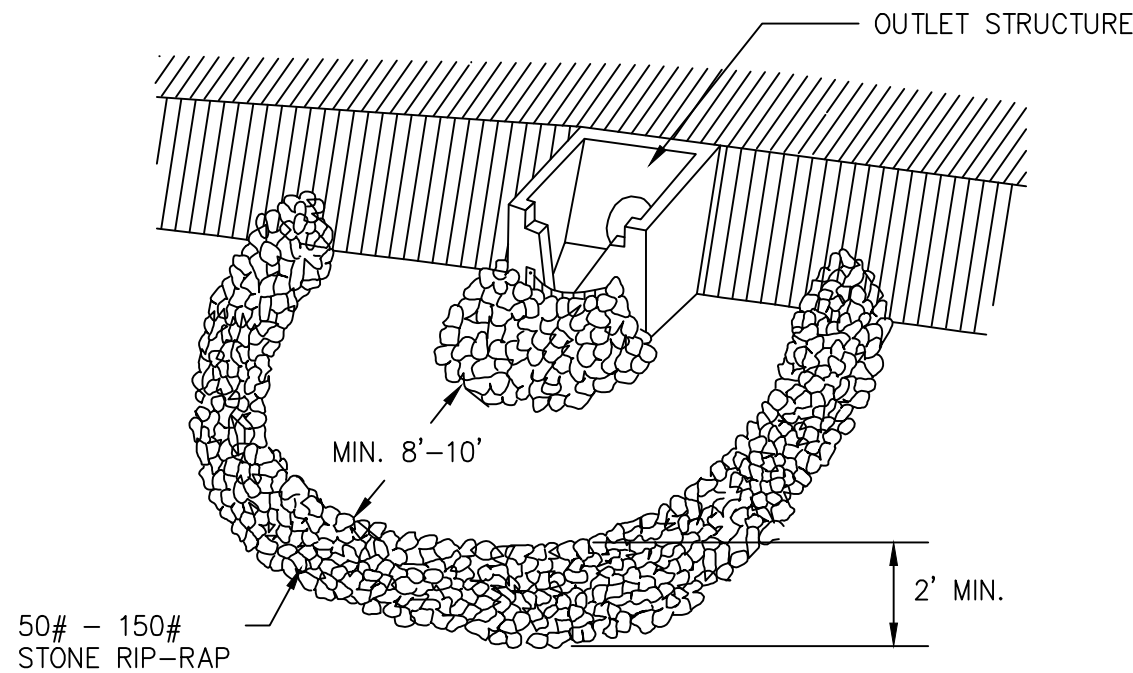
NOTES:

1. CHECK DAMS ARE TO BE USED ONLY IN SMALL OPEN CHANNELS (THEY ARE NOT TO BE USED IN LIVE STREAMS).
2. THE DRAINAGE AREA FOR STONE CHECK DAMS SHALL NOT EXCEED TWO ACRES.
3. THE CENTER OF THE CHECK DAM MUST BE AT LEAST 9 INCHES LOWER THAN THE OUTER EDGES.
4. THE DAM HEIGHT SHOULD BE A MAXIMUM OF 2 FEET FROM CENTER TO RIM EDGE.
5. THE SIDE SLOPES OF THE CHECK DAM SHALL NOT EXCEED A 2:1 SLOPE.
6. GEOTEXTILE SHALL BE USED TO PREVENT THE MITIGATION OF SUBGRADE SOIL PARTICLES INTO THE STONES (REFER TO AASHTO M288-96, SECTION 7.3, TABLE 3).

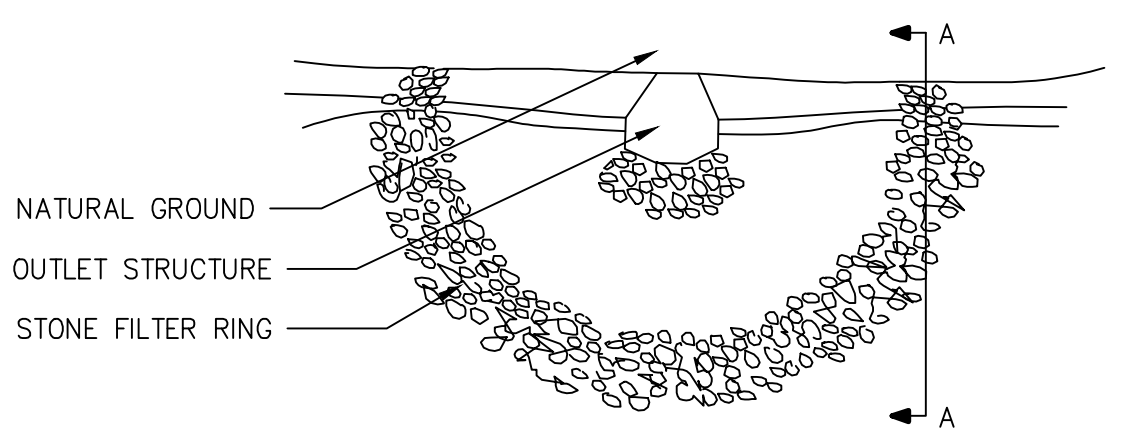
STONE FILTER RING

PERSPECTIVE VIEW

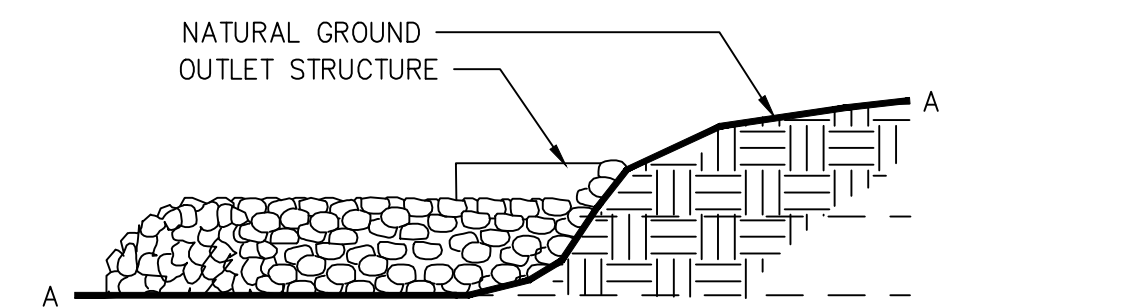
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PLAN VIEW (NOT TO SCALE)



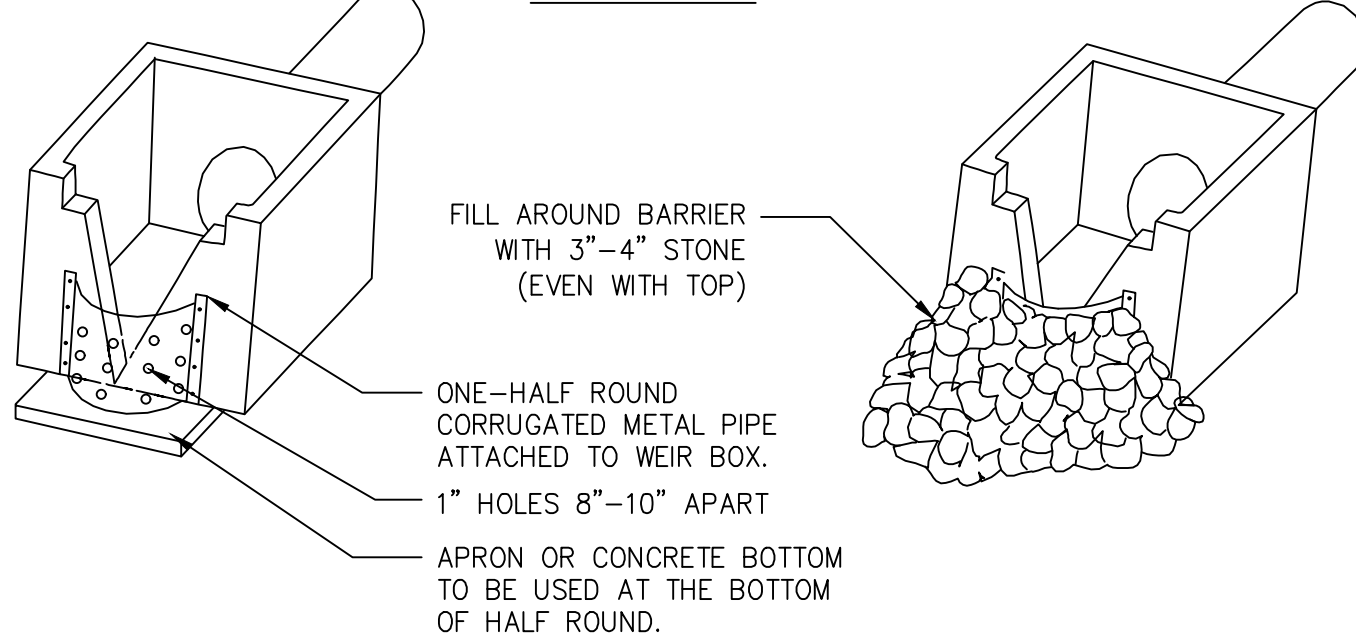
CROSS SECTION (NOT TO SCALE)



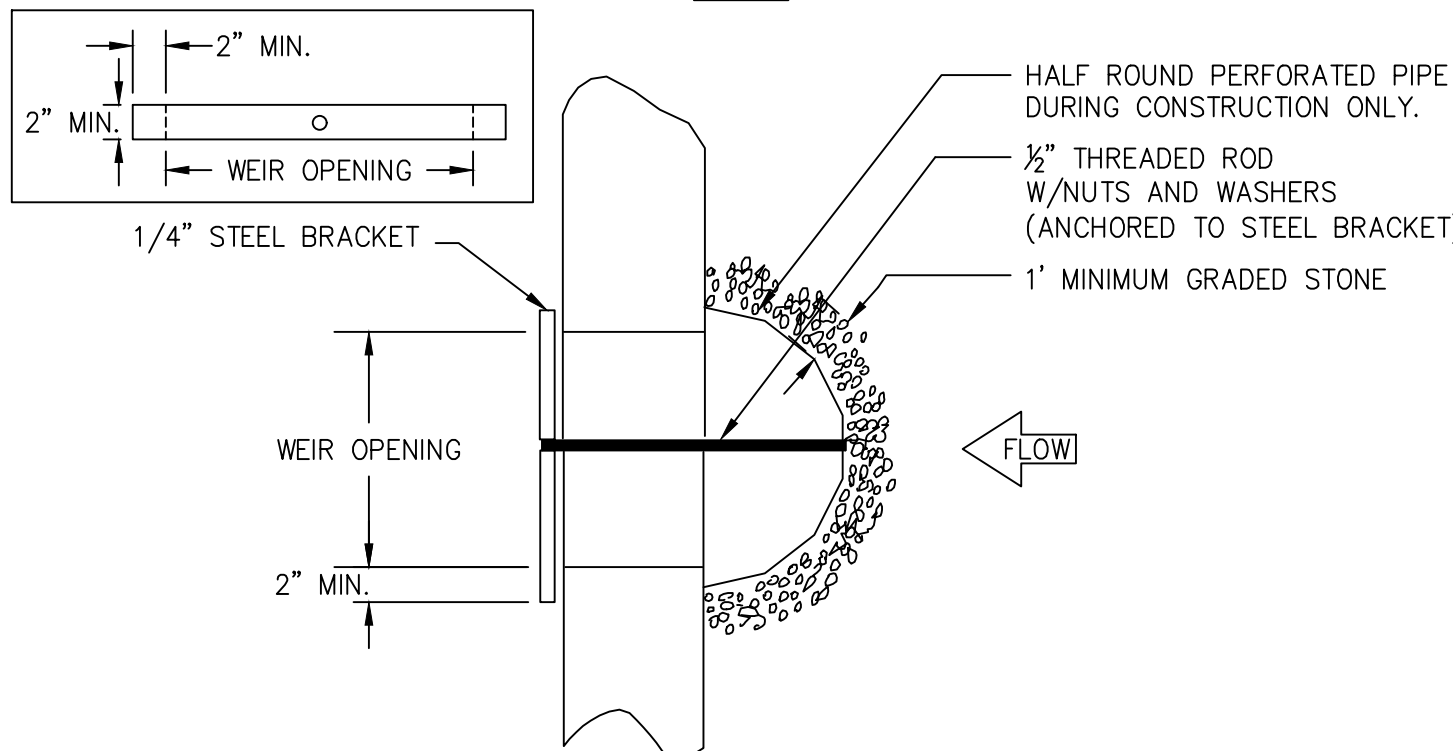
PERFORATED HALF-ROUND PIPE WITH STONE FILTER

Rt-P

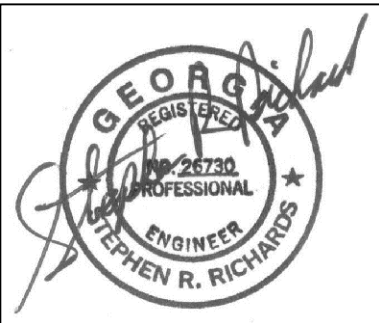
ISOMETRICS



PLAN



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RICHARDS & ASSOCIATES ENGINEERING, INC.
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GA PROFESSIONAL ENGINEER NO.
26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT
COVE RIDGE POND
COVE RIDGE
DALTON, GA
CLIENT
CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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Revisions	Date

Drawing Title
**SOIL EROSION
SEDIMENTATION
AND POLLUTION
CONTROL
DETAILS**

DATE	9/15/2020	DRAWING NO.	C6
PROJECT NO.	20-020		

Project Description

The site is ±1.0 acres and is located between Cove Ridge and Winton Drive, Dalton, Georgia. It is a part of Stonewood Chase subdivision. Stormwater runoff from the site drains to the north and then to Mill Creek. The owner plans to construct a detention pond to attenuate the peak flow for the immediate drainage basin. Approximately 1.0 acres will be disturbed during construction.

Erosion and Sediment Control

Sediment storage will be handled onsite with a retrofitted detention pond, check dams and silt fence. A construction exit will be installed to help reduce vehicle tracking of sediments. The road will be monitored daily for excess mud, dirt or rock tracked from the site. Any observed excess shall be swept that day. Dump trucks hauling material from the site will be covered with a tarpaulin. The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas. In an emergency situation, the site will be sprinkled with water until the surface is wet. This process should be repeated as necessary. All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

Maintenance/Inspection Procedures (Permittee Requirements)

- Each day when any type of construction activity has taken place at a primary permittee's site, certified personnel provided by the primary permittee shall inspect: (a) all areas at the primary permittee's site where petroleum products are stored, used or handled for spills and leaks from vehicles and equipment; (b) all locations at the primary permittee's site where vehicles enter or exit the site for evidence of off-site sediment tracking
- Measure and record rainfall within disturbed areas of the site that have not met final stabilization once every 24 hours except any non-working Saturday, non-working Sunday and non-working Federal holiday. The data collected for the purpose of compliance with this permit shall be representative of the monitored activity. Measurement of rainfall may be suspended if all areas of the site have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region.
- Certified personnel (provided by the primary permittee) shall inspect at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater (unless the storm ends after 5:00 PM on any Friday or on any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first): (a) disturbed areas of the primary permittee's construction site; (b) areas used by the primary permittee for storage of materials that are exposed to precipitation; and (c) structural control measures. Erosion and sediment control measures identified in the Plan applicable to the primary permittee's site shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s). For areas of a site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region, the permittee must comply with Part IVD.3.a(3). These inspections must be conducted until a Notice of Termination is submitted.
- Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e. until a Notice of Termination is received by EPD) the areas of the site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).
- Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.
- A report of each inspection that includes the name(s) of certified personnel making each inspection, the date(s) of each inspection, construction phase (i.e., initial, intermediate or final), major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan, and actions taken in accordance with Part IVD.4.a(5), of the permit shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall be readily available by end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. Where the report does not identify any incidents, the inspection report shall contain a certification that the best management practices are in compliance with the Erosion, Sedimentation and Pollution Control Plan. The report shall be signed in accordance with Part V.G.2. of this permit.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The sediment basin and sediment traps will be inspected for depth of sediment. A dike will be placed in each with the cleanout elevation marked on the stake. Built up sediment will be removed when it reaches the cleanout elevation or at the end of the job.
- Diversions dikes will be inspected and any breaches promptly repaired.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- The contractor or personnel trained by the contractor in inspection and maintenance practices will be responsible for keeping the erosion and sediment controls onsite in good working order.

Stormwater Sampling

Stormwater sampling is not required for this project.

Retention of Records

- The primary permittee shall retain the following records at the construction site or the records shall be readily available at the designated alternate location from commencement of construction until such time as the NOT is submitted in accordance with Part VI:
 - A copy of all Notices of Intent submitted to EPD;
 - A copy of the Erosion, Sedimentation and Pollution Control Plan required by this permit;
 - The design professionals report of the results of the inspection conducted in accordance with Part IVA.5. of this permit;
 - A copy of all monitoring information, results and reports required by this permit;
 - The sediment basin and sediment traps will be inspected for depth of sediment. A dike will be placed in each with the cleanout elevation marked on the stake. Built up sediment will be removed when it reaches the cleanout elevation or at the end of the job.
 - A copy of all inspection reports generated in accordance with Part IVD.4.a of this permit;
 - A copy of all violation summaries and violation summary reports generated in accordance with Part IIID.2. of this permit; and
 - Daily rainfall information collected in accordance with Part IVD.4a(1)(c) of this permit.
- Copies of all Notices of Intent, Notices of Termination, reports, plans, monitoring reports, monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, Erosion, Sedimentation and Pollution Control Plans, records of all data used to complete the Notice of Intent to be covered by this permit and all other records required by this permit shall be retained by the permittee who either produced or used it for a period of at least three years from the date that the NOT is submitted in accordance with Part VI of this permit. These records must be maintained at the permittee's primary place of business or at a designated alternative location once the construction activity has ceased at the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.

Stormwater Management

This project is for the construction of a detention pond. All disturbed areas will be stabilized to reduce erosion.

Inventory for Pollution Prevention Plan

The following materials or substances are expected to be present onsite during construction:

- Building Materials
- Concrete
- Asphalt
- Petroleum based products
- Fertilizers

NO WASTE MATERIALS WILL BE DISPOSED OF INTO STORM WATER INLETS OR WATERS OF THE STATE.

Waste Materials

All waste materials will be collected and stored in a securely lidded metal dumpster. The dumpster will meet all solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of once per week or more often if necessary and trash will be hauled as required by local regulations. No construction waste will be buried onsite.

All personnel will be instructed on proper procedures for waste disposal. A notice stating these practices will be posted at the jobsite and the Contractor will be responsible for seeing that these procedures are followed.

Spill Prevention

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during construction:

- An effort will be made to store only enough products required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.

Hazardous Wastes

All hazardous waste materials will be disposed of in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. The job site superintendent, who will also be responsible for seeing that these practices are followed, will instruct site personnel in these practices. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored on/or used and another copy of each MSDS will be maintained in the ESPPC file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.

The contractor will implement the Spill Prevention Control Countermeasurese (SPCC) Plan found within this ESPPC and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with stormwater discharges. If such contact occurs, the stormwater discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated stormwater. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not readable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

Sanitary Wastes

A minimum of one portable sanitary unit will be provided for every ten (10) workers on the site. All sanitary waste will be collected from the portable units a minimum of one time per week by a licensed portable facility provider in complete compliance with local and state regulations.

All sanitary waste units will be located in an area where the likelihood of the unit contributing to storm water discharge is negligible. Additional containment BMP's must be implemented, such as gravel bags or specifically designed plastic dike containers around the base, to prevent wastes from contributing to storm water discharges. The location of sanitary waste units must be identified on the Erosion Control Plan Grading Phase, Sheet C2, by the contractor once the locations have been determined.

Post-construction wastewater management will be provided by on-site septic system.

Petroleum Products

Containers for products such as fuels, lubricants and tars will be inspected daily for leaks and spills. This includes on-site vehicle and machinery daily inspections and regular preventive maintenance for such equipment. Equipment maintenance areas will be located away from state water, natural drains and storm water drainage inlets. In addition, temporary fueling tanks shall have a secondary containment liner to prevent/minimize site contamination. Discharge of oils, fuels and lubricants is prohibited. Proper disposal methods will include collection in a suitable container and disposal as required by local and State regulations.

Paints/Finishes/Solvents

All Products will be stored in tightly sealed original containers when not in use. Excess product will not be discharged to the storm water collection system. Excess product materials used with these products and product containers will be disposed of according to manufacturer's specifications and recommendations.

Concrete Truck Washing

Concrete trucks will only be washed out either at an acceptable off-site facility or at a temporary on-site wash area (see detail). NO DRUM WASHOUT WILL BE ALLOWED ONSITE.

Fertilizers/Herbicides

These products will be applied at rates that do not exceed the manufacturer's specifications or above the guidelines set forth in the crop establishment or in the GSWCC Manual for Erosion and Sediment Control in Georgia. Any storage of these materials will be under roof in sealed containers.

Building Materials

No building or construction materials will be buried or disposed of onsite. All such material will be disposed of in proper waste disposal procedures. All materials stored onsite must be covered by plastic or temporary roofs to minimize exposure to precipitation and stormwater. This includes, but is not limited to, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and any other building materials. Degradable and/or spillable materials should be stored off the ground on pallets or other means to minimize exposure to stormwater runoff.

Spill Cleanup and Control Practices

In addition to the good housekeeping and material management procedures previously discussed, the following practices will be followed for spill prevention and cleanup:

- Local, State and manufacturer's recommended methods for spill cleanup will be clearly posted and procedures will be made available to site personnel.
- Material and equipment necessary for spill cleanup will be kept in the material storage areas. Typical materials and equipment includes, but is not limited to, brooms, dustpans, mops, rags, gloves, goggles, old litter, sand, sawdust and property labeled plastic and meta waste containers.
- Spill prevention practices and procedures will be reviewed after a spill and adjusted as necessary to prevent future spills.
- All spills will be cleaned up immediately upon discovery. All spills will be reported as required by local, State and Federal regulations.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
- FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS OF AN UNKNOWN AMOUNT, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACT, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.
- FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACT, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The site superintendent responsible for the day-to-day operations will be the spill prevention and cleanup coordinator.

The contractor shall notify the licensed professional who prepared this plan if more than 1320 gallons of petroleum is stored onsite (this includes capacities of equipment) or if any one piece of equipment has a capacity greater than 860 gallons. The Contractor will need a Spill Prevention Containment and Countermeasures Plan prepared by that licensed professional.

- THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), GEORGIA GENERAL PERMIT NO. GAR 100003 FOR COMMON DEVELOPMENT PROJECTS.
- THE OWNER AND CONTRACTOR AND/OR INDIVIDUAL RESPONSIBLE FOR DAILY ACTIVITIES ON THE SITE MUST OBTAIN A COPY OF THE APPROPRIATE NPDES PERMIT GEORGIA GENERAL PERMIT NO. GAR 100003 FOR COMMON DEVELOPMENT PROJECTS AND BECOME FAMILIAR WITH THE REQUIREMENTS OF THE PERMIT.
- THIS EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE CONSTRUCTION "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS JANUARY 1 OF THE YEAR IN WHICH THE LAND DISTURBING ACTIVITY WAS PERMITTED. PROVIDES FOR THE SAMPLING OF THE RECOVERING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100003.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25 FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- THIS PERMIT ONLY ALLOWS FOR THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES. ALL NON-STORMWATER DISCHARGES, INCLUDING, BUT NOT LIMITED TO, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING; IRRIGATION DRAINAGE; AIR CONDITIONING CONDENSATE; SPRINGS; UNCONTAMINATED GROUNDWATER; AND FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS OR POLLUTANTS MUST BE TREATED PRIOR TO LEAVING THE SITE. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED THROUGH A SEDIMENTATION POND, SEDIMENT TRAP OR OTHER BEST MANAGEMENT PRACTICE (BMP) PRIOR TO LEAVING THE SITE OR ENTERING STATE WATER(S).
- WASTE MATERIALS SHALL NOT BE DISCHARGED INTO STATE WATERS EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
- THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A SITE SHALL BE PREVENTED. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE OF THE REPORTING REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 OCCURS DURING A 24 HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY EPD AT (404) 656-4863 OR (800) 241-4113 AND THE NATIONAL RESPONSE CENTER (NRC) AT (800) 424-8802 IN ACCORDANCE WITH THE REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 AS SOON AS HE/SHE HAS KNOWLEDGE OF THE DISCHARGE.
- NOTHING IN THE PERMIT SHALL BE CONSTRUED TO PRECLUDE THE INSTITUTION OF ANY LEGAL ACTION OR RELIEVE THE PERMITTEE FROM ANY RESPONSIBILITIES, LIABILITIES, OR PENALTIES ESTABLISHED PURSUANT TO ANY APPLICABLE STATE LAW OR REGULATION UNDER AUTHORITY PRESERVED BY SECTION 510 OF THE CLEAN WATER ACT. NOTHING IN THIS PERMIT, UNLESS EXPLICITLY STATED, EXEMPTS THE PERMITTEE FROM COMPLIANCE WITH OTHER APPLICABLE LOCAL, STATE AND FEDERAL ORDINANCES, RULES, REGULATIONS AND LAWS. FURTHERMORE, IT IS NOT A DEFENSE TO COMPLIANCE WITH THE PERMIT THAT A LOCAL GOVERNMENT AUTHORITY HAS APPROVED THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN OR FAILED TO TAKE ENFORCEMENT ACTION AGAINST THE PERMITTEE FOR VIOLATIONS OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, OR OTHER PROVISIONS OF THE PERMIT.
- NO CONDITION OF THE PERMIT SHALL RELEASE THE PERMITTEE FROM ANY RESPONSIBILITY OR REQUIREMENTS UNDER OTHER ENVIRONMENTAL STATUTES OR REGULATIONS.
- THE PRIMARY PERMITTEE(S), AS APPLICABLE, WHO BEGAN CONSTRUCTION ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT SHALL AMEND THEIR PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT, I.E., THOSE BMP'S WHERE THE DESIGN IS BASED UPON RAINFALL INTENSITY, DURATION AND RETURN FREQUENCY OR STORMS OR ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO THE WATERS OF GEORGIA AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN, IF THE PLAN PROVES TO BE INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART IVD.2 OF THE PERMIT, OR IF THE PLAN PROVES TO BE INEFFECTIVE IN ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. AMENDMENTS TO THE PLAN MUST BE CERTIFIED BY A DESIGN PROFESSIONAL AS PROVIDED IN THE PERMIT.
- THIS PLAN HAS BEEN DESIGNED USING BMP'S, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH AND NO LESS STRINGENT THAN THOSE PRACTICES CONTAINED IN THE MANUAL.
- ANY AMENDMENTS OR REVISIONS TO THE EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
- THE OWNER MUST ENSURE THAT CONSTRUCTION ON THIS SITE MEETS THE REQUIREMENTS OF THE GEORGIA DEPARTMENT OF ENVIRONMENTAL HEALTH AND GAEPD FOR WASTE DISPOSAL, SANITARY SEWER AND/OR SEPTIC SYSTEMS.
- NOTHING IN THIS PERMIT SHALL BE CONSTRUED TO PRECLUDE THE INSTITUTION OF ANY LEGAL ACTION OR RELIEVE THE PERMITTEE FROM ANY RESPONSIBILITIES, LIABILITIES, OR PENALTIES TO WHICH THE PERMITTEE IS OR MAY BE SUBJECT UNDER THE GEORGIA HAZARDOUS WASTE MANAGEMENT ACT, O.C.G.A. 12-8-60, ET SEQ. OR UNDER CHAPTER 14 OF TITLE 12 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; NOR IS THE OPERATOR RELIEVED FROM ANY RESPONSIBILITIES, LIABILITIES OR PENALTIES TO WHICH THE PERMITTEE IS OR MAY BE SUBJECT UNDER SECTION 311 OF THE CLEAN WATER ACT OR SECTION 106 OF COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT.
- THE OWNER/DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL RECORDS PERTAINING TO THE NPDES PERMIT FOR 3 YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ALL DESIGNS WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL).
- ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT PAVED WILL BE SEEDED FOR PERMANENT VEGETATION.
- BMP'S MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- CONSTRUCTION DEBRIS MUST BE KEPT FROM LEAVING THE SITE AND/OR ENTERING STREAM CHANNELS AT ALL TIMES.
- STOCKPILED SOIL SHALL BE LOCATED FAR ENOUGH FROM STREAMS AND DRAINAGE WAYS SO THAT RUNOFF CANNOT CARRY SEDIMENT DOWNSTREAM. PROVIDE BMP'S TO CONTROL SEDIMENT FROM STOCKPILED SOIL.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINISH GRADING AND NO LATER THAN FOURTEEN (14) DAYS AFTER EARTH MOVING HAS ENDED.
- ALL ONSITE SLOPES MUST BE NO STEEPER THAN 2:1. ANY SLOPE STEEPER THAN 2:1 MUST BE STABILIZED WITH A RETAINING WALL OR OTHER SLOPE STABILIZATION METHOD AND HAVE A 4 FOOT (MIN.) CONTINUOUS FENCE INSTALLED AT THE TOP.
- SILT FENCES MUST BE INSTALLED ON THE DOWNHILL SIDE OF ALL LAND DISTURBING ACTIVITIES. STRAW BALES MAY NOT BE USED AS A SEDIMENT BARRIER. A BRUSH BARRIER IS AN ACCEPTABLE ALTERNATIVE TO SILT FENCE.
- BMP'S MUST BE INSTALLED TO MINIMIZE OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST.
- REFER TO THE MANUAL FOR ADDITIONAL PRACTICES AND METHODS.
- OFFSITE BORROW PITS OR WASTE AREAS MUST HAVE AN APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
- STEPHEN R. RICHARDS, PE OR SOMEONE UNDER HIS DIRECT SUPERVISION HAS VISITED THIS SITE PRIOR TO THE DESIGN OF THE E&S PLAN.
- PER THE REQUIREMENTS OF THE STATE OF GEORGIA, THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE OWNER MUST NOTIFY THE DESIGN PROFESSIONAL, IN WRITING, AT LEAST ONE (1) WEEK PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE THE INSPECTION. WITHOUT THE INSPECTION, THE SITE WILL NOT BE IN COMPLIANCE AND MAY BE SUBJECT TO FINES OR OTHER ACTIONS FROM THE STATE OF GEORGIA. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR THE CLIENT'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT.
- THIS DRAWING HAS BEEN PREPARED FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL PERMITTING PER THE REQUIREMENTS OF THE STATE OF GEORGIA. ADDITIONAL PERMITS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ABIDING BY THE REQUIREMENTS OF ISSUANCE. ADDITIONAL PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS PERMITS FROM THE US ARMY CORPS OF ENGINEERS AND STREAM BUFFER ENCROACHMENT PERMITS FROM GAEPD AND SURFACE MINING PERMITS FROM GAEPD.
- IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, CONTACT THE ENGINEER IMMEDIATELY FOR GUIDANCE ON ADDITIONAL BMP'S OR MODIFICATION TO EXISTING BMP'S. ANY DEVIATION FROM THE PLAN MUST BE DESIGNED BY THE ENGINEER AND THE PLAN REVISED.
- SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
- EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS.
- THIS SITE IS NOT LOCATED WITHIN 200' OF A TROUT STREAM AS DEFINED BY GAEPD.
- A WETLANDS STUDY HAS NOT BEEN PERFORMED ON THIS SITE. THERE ARE NO KNOWN WETLANDS ON THIS SITE.
- THERE ARE NO STATE WATERS LOCATED ON OR WITHIN 200' OF THE SITE.
- A PORTION OF THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD ZONE AS SHOWN ON MAPS PREPARED FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE ADMINISTRATION OF THE FLOOD INSURANCE PROGRAM-PANEL NO. 13313C01360, EFFECTIVE DATE 9/19/07.



GA PROFESSIONAL ENGINEER NO. 267930
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT	CLIENT
COVE RIDGE POND	CITY OF DALTON
COVE RIDGE	PO BOX 1205, 535 ELM STREET
DALTON, GA	DALTON, GA 30722

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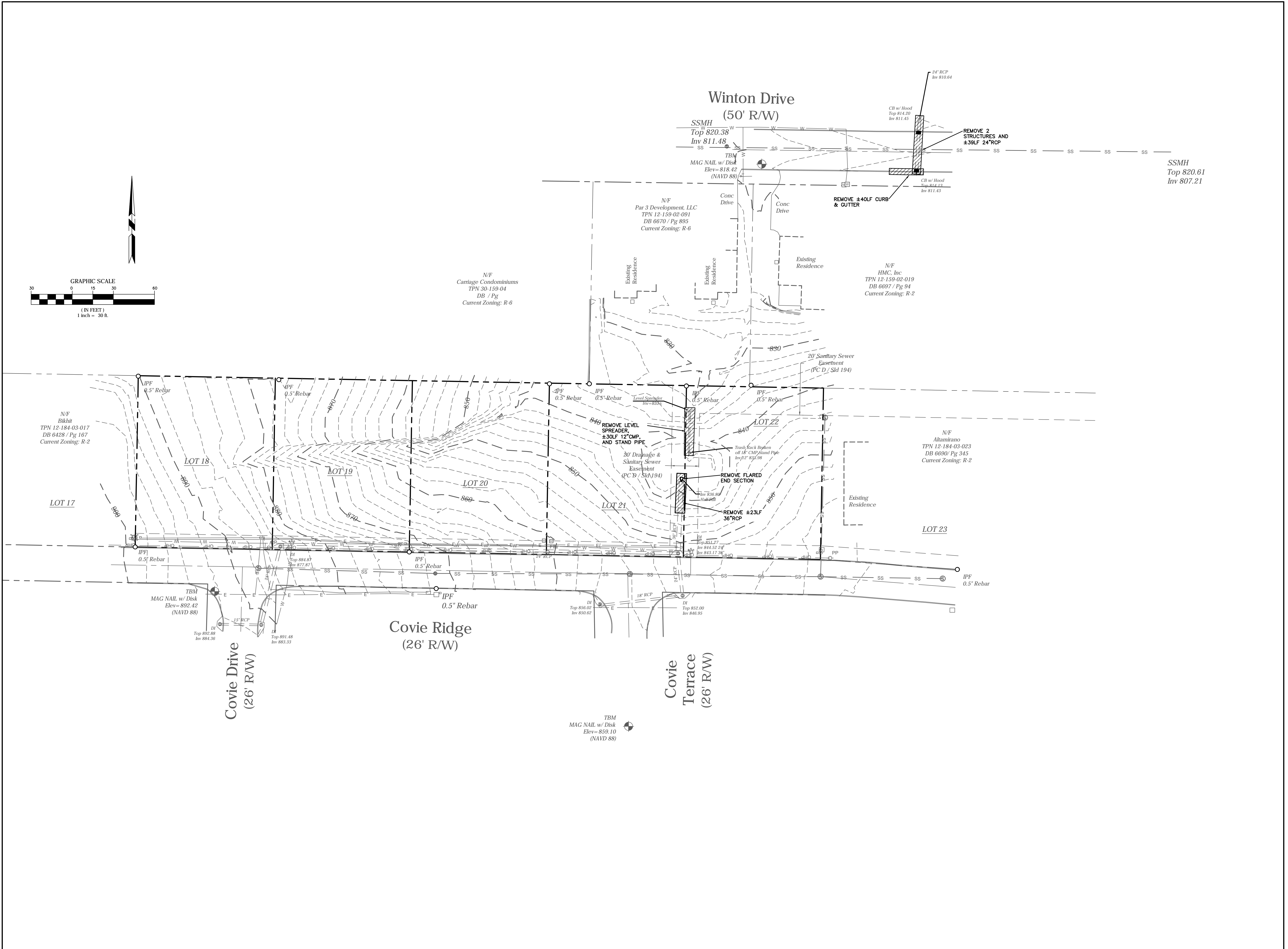
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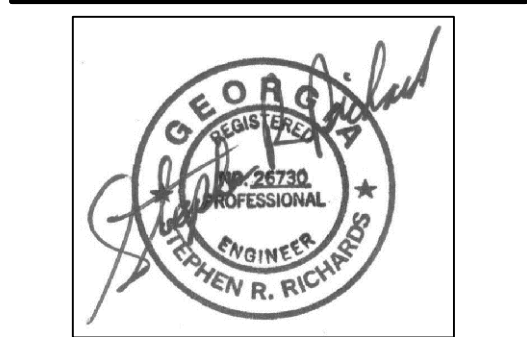
Revisions	Date

Drawing Title	
SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL NOTES	
DATE	9/15/2020
PROJECT NO.	20-020
DRAWING NO.	C7



RAE

RICHARDS & ASSOCIATES ENGINEERING, INC.
CIVIL ENGINEERING + LAND PLANNING
P.O. BOX 220 CHATSWORTH, GA 30705
(706) 995-0661



GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT

COVIE RIDGE POND
COVIE RIDGE
DALTON, GA

CLIENT

CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE AUTHORITY AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE OWNER. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

Revisions	Date

Drawing Title

EXISTING
CONDITIONS
AND
DEMOLITION
PLAN

DATE

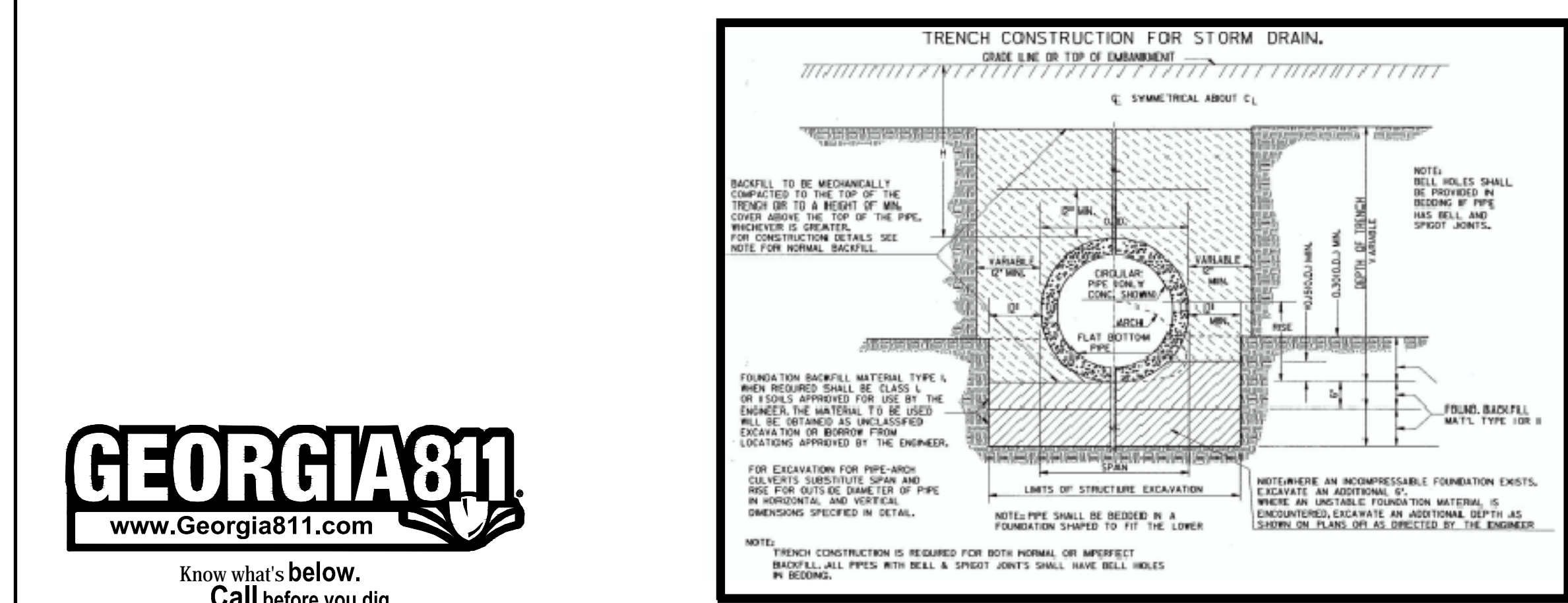
9/15/2020

PROJECT NO.

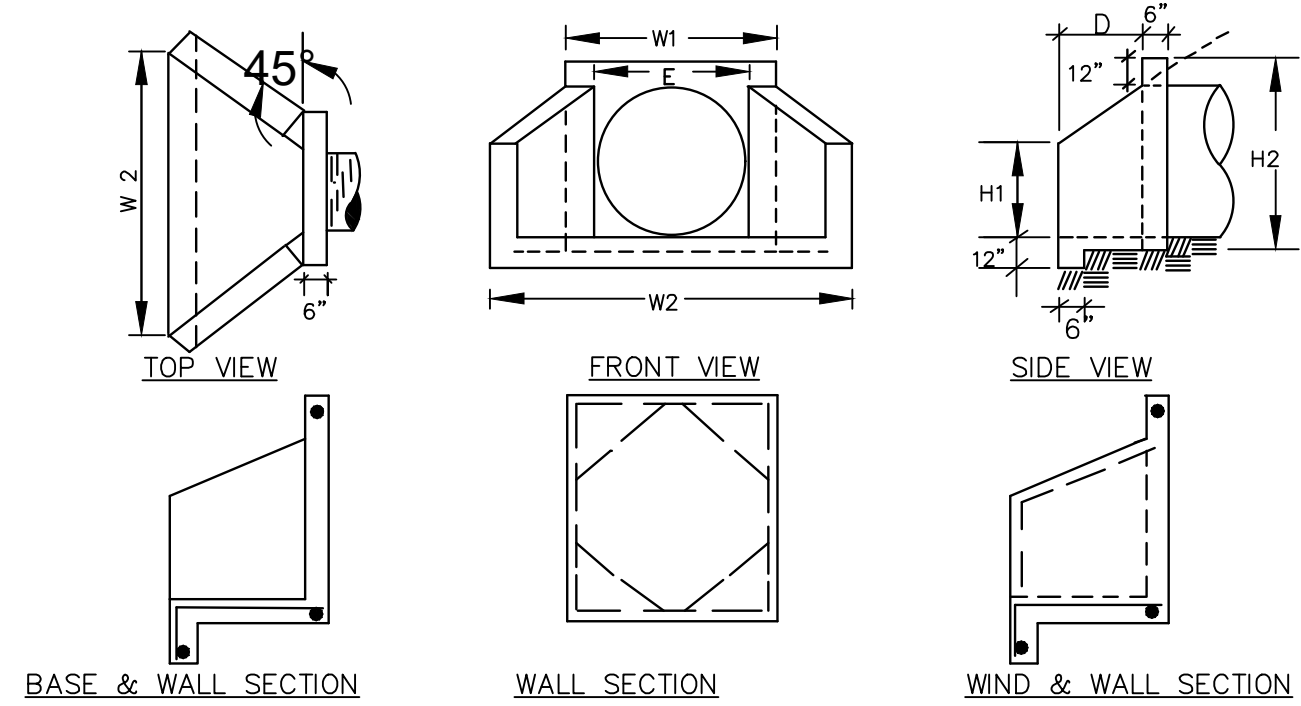
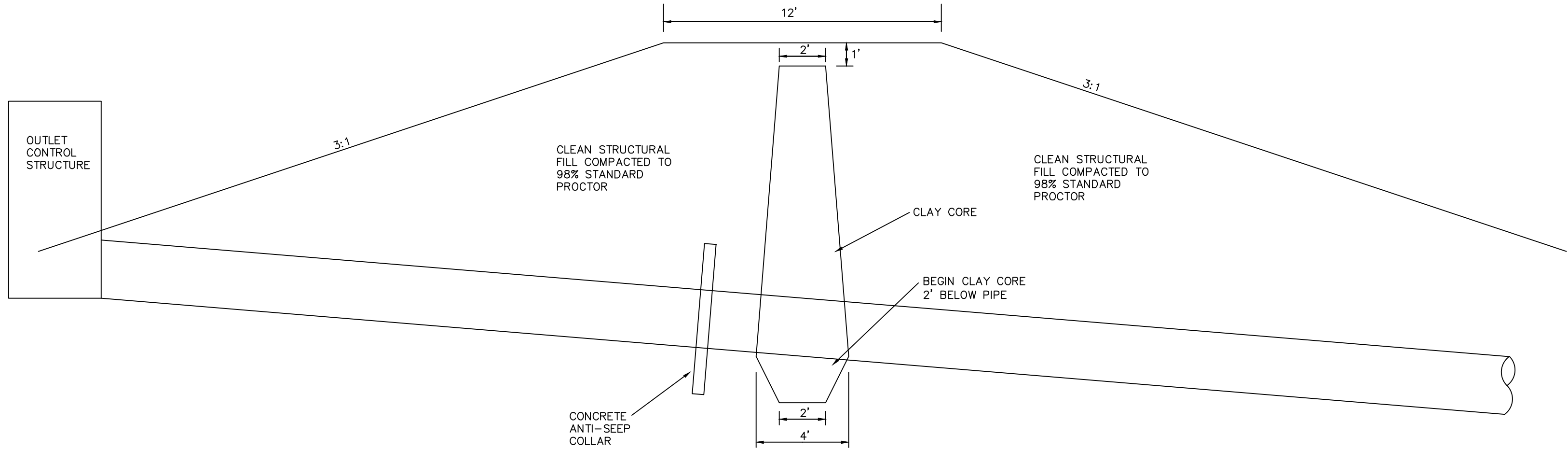
20-020

DRAWING NO.

C8



<u>ACTIVITY</u>	<u>SCHEDULE</u>
--CLEAN & REMOVE DEBRIS FROM INLET & OUTLET STRUCTURES. --MOW SIDE SLOPES.	MONTHLY
--INSPECT FOR INVASIVE VEGETATION	SEMI-ANNUAL INSPECTION
--INSPECT FOR DAMAGE, PAYING PARTICULAR ATTENTION TO THE CONTROL STRUCTURE. --CHECK FOR SIGNS OF EUTROPHIC CONDITIONS. --NOTE SIGNS OF HYDROCARBON BUILD-UP, AND REMOVE APPROPRIATELY --MONITOR FOR SEDIMENT ACCUMULATION IN THE FACILITY & FOREBAY --EXAMINE TO ENSURE THAT INLET AND OUTLET DEVICES ARE FREE OF DEBRIS AND OPERATIONAL. --EXAMINE PERMANENT STONE FILTER RING TO ENSURE THAT IT IS IN PLACE AND FUNCTIONING PROPERLY. REMOVE ACCUMULATED SEDIMENT AND REPLACE STONE AS NECESSARY.	ANNUAL INSPECTION
--REMOVE SEDIMENT FROM FOREBAY. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	5-7 YEARS OR AFTER 50% OF THE TOTAL FOREBAY CAPACITY HAS BEEN LOST
--MONITOR SEDIMENT ACCUMULATIONS, AND REMOVE SEDIMENT WHEN POOL VOLUME HAS BECOME REDUCED SIGNIFICANTLY, OR THE POND BECOMES EUTROPHIC. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	10-20 YEARS OR AFTER 25% OF THE MICROPPOOL VOLUME HAS BEEN LOST



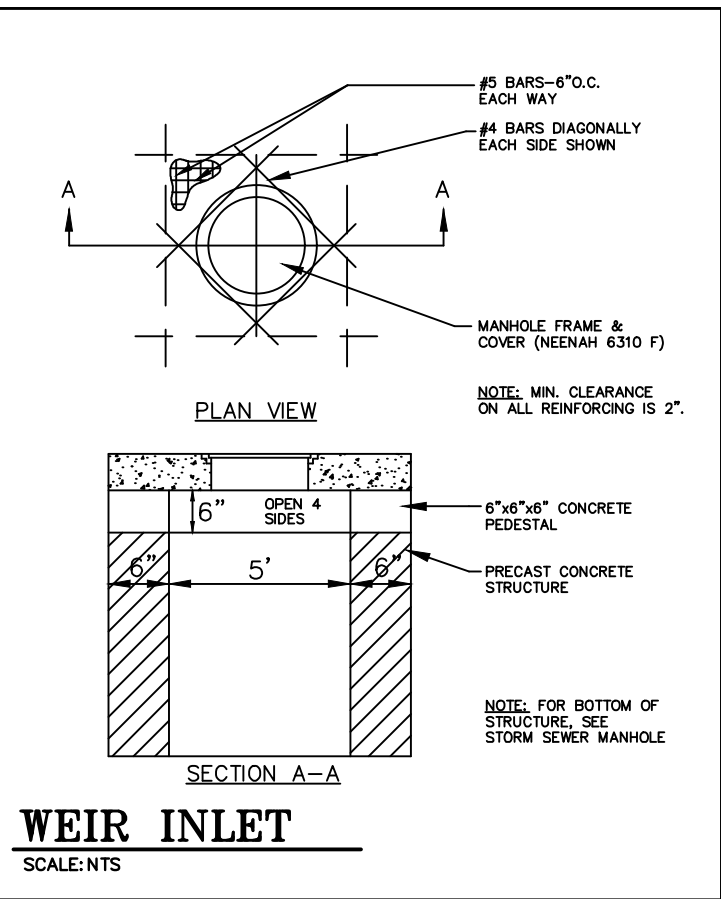
HEADWALL DIMENSION (METAL PIPE)									
USE NEXT LARGEST SIZE FOR CONCRETE PIPE									
INSIDE DIA. PIPE	W 1	W 2	H 1	H 2	D	E	WT	SQ.FT. BASE AREA	
12" 15" 18"	3'2"	4'10"	1'3"	3'2"	1'3"	1'9"	1550	7.34	
21" 24"	3'8"	6'1"	1'9"	3'8"	1'6"	2'3"	2100	9.90	
30" 4'2"	7'2"	2'0"	4'2"	1'10"	2'9"	2850	13.50		
36" 4'8"	8'4"	2'4"	4'8"	2'2"	3'3"	3700	17.65		
42" 48"	5'8"	10'10"	3'3"	5'8"	2'11"	4'3"	5600	28.60	
54" 60"	6'8"	11'11"	3'8"	6'8"	3'4"	5'3"	7500	35.60	

ALL CONCRETE SHALL BE 4000 PSI
REINFORCEMENT STEEL SHALL BE 1/2" ϕ
INTERMEDIATE.
GRADE PLACE REINF. 2" MIN CLEARANCE.
CHAMFER ALL EXPOSED EDGES 1/4"

CONCRETE HEADWALL

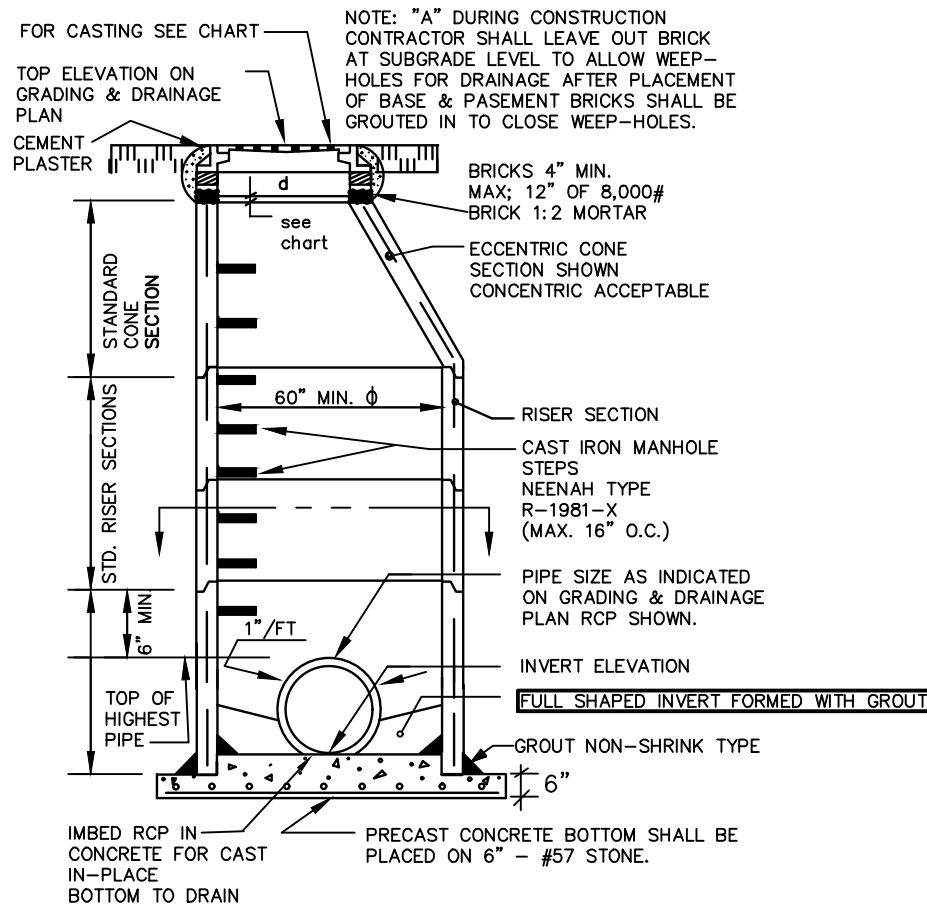
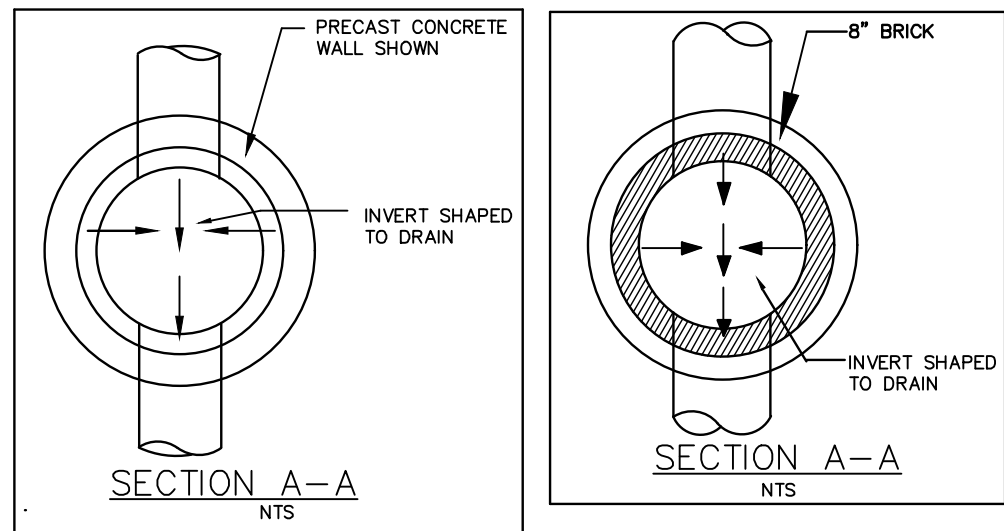
SCALE: NTS

(CNCHWL)



POND BERM

NTS



DRAINAGE STRUCTURE NOTES:

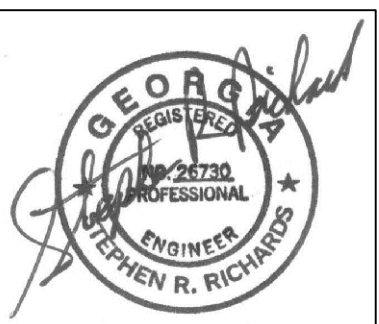
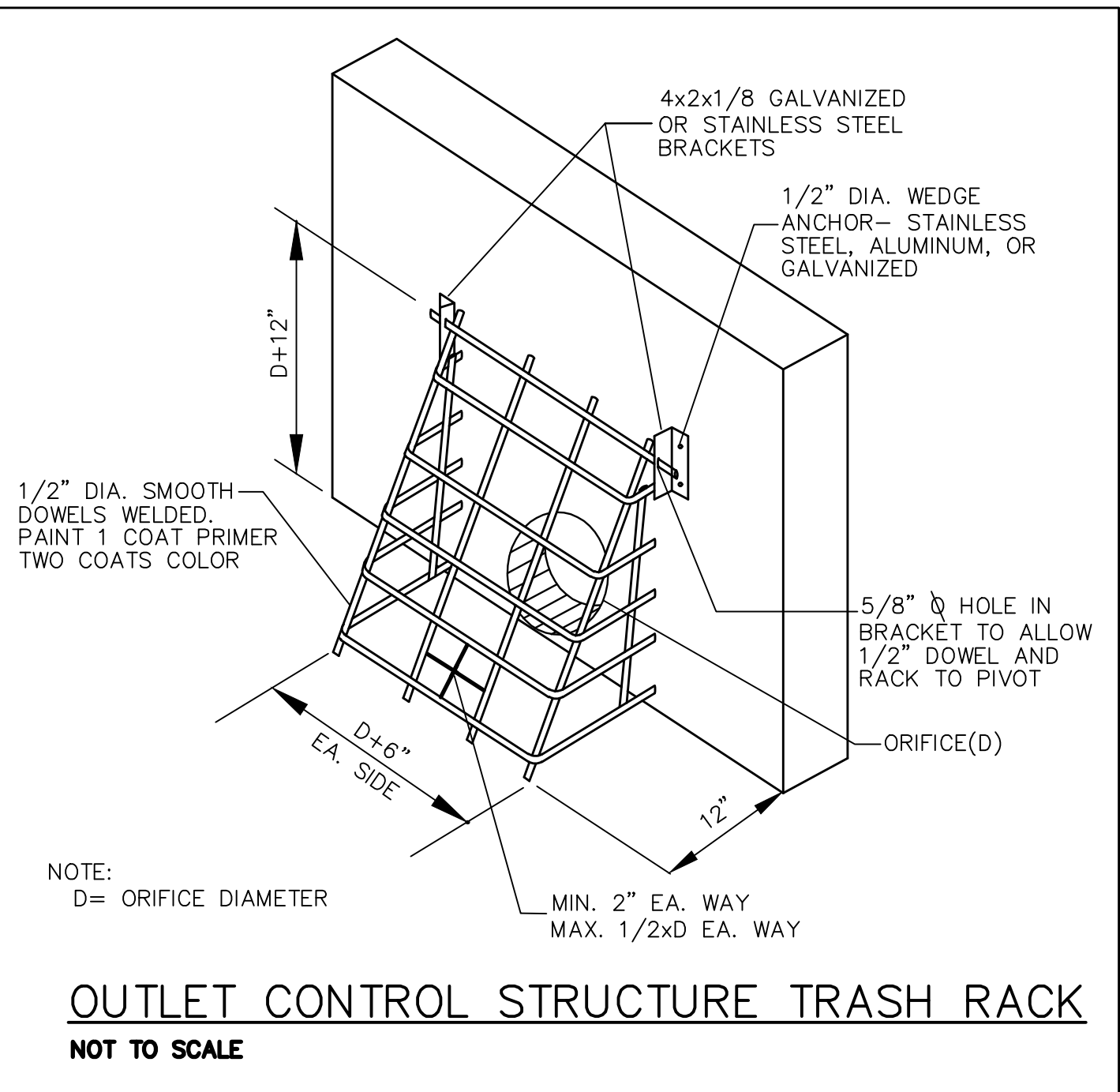
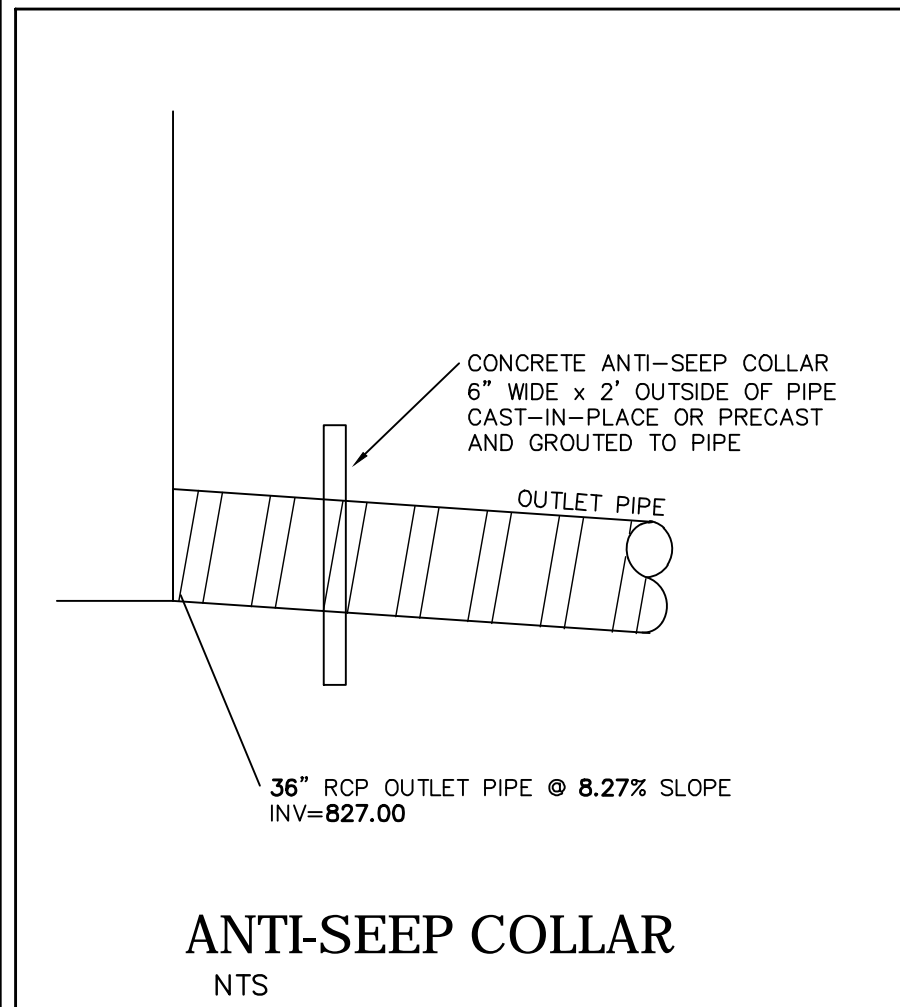
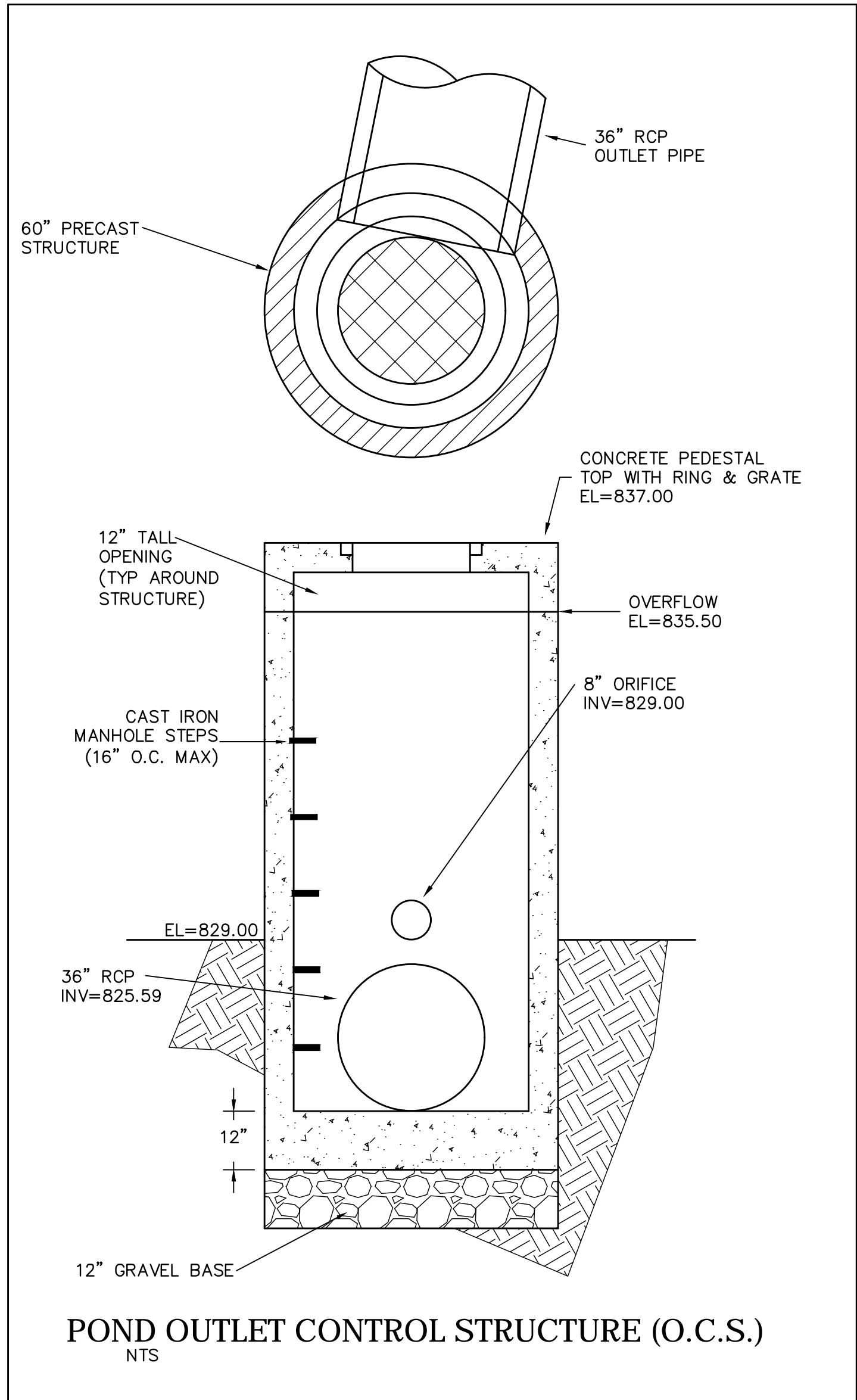
1. DETAILS SHOWN ARE MINIMUM STANDARDS. STANDARDS REQUIRED BY JURISDICTIONAL AGENCIES SHALL SUPERCEDE DETAILS SHOWN ON THIS DRAWING AND SHALL BE UTILIZED DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE INSPECTOR FOR JURISDICTIONAL AGENCIES PRIOR TO ORDERING OR INSTALLING DETAILS SHOWN.
2. DURING CONSTRUCTION, CONTRACTOR SHALL LEAVE OUT BRICK AT SUBGRADE LEVEL.
3. DETAILS SHOWN INCLUDE BLOCK/BRICK OR PRECAST CONCRETE DRAINAGE STRUCTURES. EITHER STRUCTURE CAN BE ON A PRECAST OR CAST-IN-PLACE BOTTOM AS SHOWN. INVERTS OF STRUCTURES SHALL BE CONSTRUCTED SO THAT THEY DRAIN TO PIPE OUTLET.
4. TOP 6" ON SHALLOW STRUCTURES CAN BE CAST-IN-PLACE WITH REINFORCING AS SHOWN OR PRECAST TO WITHSTAND H-20 TRUCK LOADING.

DIMENSION CHART FOR BRICK OR PRECAST MANHOLE OR INLET				
CASTING	INSIDE TOP DIMENSION		APPLICATION	
R-1730	12" CIRCULAR		STORM MANHOLE M.H.	
R-3010	TYPE A	16" X 23"	CURB INLET	
R-4810	TYPE C	12" X 24" X 24"	D.I.	
DEPTH "D"	BOX DIMENSIONS "W"			
0' TO 4'	4" MINIMUM			
4' AND UP (EXCLUDING DOUBLE DROP INLET)	4" MIN. UP TO 36" CMP (24" RCP) DIA. PIPE DIA. OF LARGEST PIPE PLUS 1'-0" FOR PIPES LARGER THAN 36" CMP (24" RCP) CMP (2'-0" RCP)			
GRATER THAN 10'	5" MIN. UP TO 48" CMP (36" RCP) DIA. OF LARGEST AND DOUBLE GRATE PIPE PLUS 1'-0" CMP (2'-0" RCP) FOR PIPES LARGER THAN 48" CMP (24" RCP)			
— FOR PIPE ARCHES USE SPAN DIMENSION INSTEAD OF DIAMETER — USE ROUND TO RECTANGULAR ADAPTER SECTION WHEN USING PRECAST MANHOLE SECTIONS — NEENAH FOUNDRY (OR EQUAL) — USE ONLY BICYCLE SAFE GRATES				

STORM MH/CATCH BASIN

SCALE: NTS

(STMH)



GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT

COVE RIDGE POND

COVE RIDGE

DALTON, GA

CLIENT

CITY OF DALTON

PO BOX 1205, 535 ELM STREET

DALTON, GA 30722

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THIS PLAN CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, SIGNED AND SIGNED BY THE APPROPRIATE AUTHORITIES AND ALL DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED.

Revisions	Date

Drawing Title

CONSTRUCTION DETAILS

DATE	9/15/2020	DRAWING NO.
PROJECT NO.	20-020	C10

EXHIBIT B:

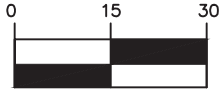
Drainage Easement Drawing

DRAINAGE EASEMENT

Winton Drive (50' R/W)



GRAPHIC SCALE



1 inch = 30 ft.

TBM
MAG NAIL w/ Disk
Elev=818.42
(NAVD 88)

PP

N/F
Par 3 Development, LLC
TPN 12-159-02-091
DB 6670 / Pg 895
Current Zoning: R-6

TEMPORARY 20' CONSTRUCTION
EASEMENT / PERMANENT 20' DRAINAGE
EASEMENT CENTERED ON PROPERTY LINE

DRAINAGE AND MAINTENANCE
EASEMENT (WIDTH VARIES)

N/F
HMC, Inc
TPN 12-159-02-019
DB 6697 / Pg 94
Current Zoning: R-2

64.94'

80.23'

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: February 4, 2021

BID DATE: Tuesday, February 16, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.
2. Please remove and discard the original bid form from the bid proposal. Each Contractor shall record their bid on the revised bid form attached to this document. Failure to use the revised bid form will result in automatic rejection of the bid submitted.

CONTRACT REVISIONS:

1. Please note the following changes on the updated bid form: pay item 441-0016 has been added, pay item 550-1300 has been removed, pay item 550-1360 quantity has been revised, pay item for Non-Standard - 'pedestal w/ 8" legs for OCS' has been revised to 'pedestal w/ 12" legs for OCS', and pay item for Non-Standard – 'Rip Rap Berm' unit and quantity have been revised.
2. Sheet C9: Construction Note 2 and Construction Note 3 have been revised. The City of Dalton **will not** be providing a borrow pit for suitable dirt or for clay material. The Contractor will be responsible for securing these items from permitted borrow pits. Please see the revised sheet C9 attached to this document.
3. Sheet C10: Please see note on sheet C10 about the clay core. The full length of the backwall of the berm will be lined with the 2'-0" clay core (approximately +/- 190'-0"). There will be no separate payment made for this, and it should be reflected in the pay item for 'Grading Complete'.
4. Sheet C10: Please note that structure 'A2' has been changed to a GDOT 1034D. This information has also been updated on the revised bid form.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. There are 2 existing driveways that will need to be cut to lay the 36" pipe for new network along Winton Drive. Yes, there are two (2) driveway demos that will need to take place, and will need to be replaced in-kind. Pay item 441-0016 has added to the updated bid form to address the replacement. There will be no separate payment made for the demolition of the two (2) driveways, and this cost shall be reflected in the pay item for 'Grading Complete'.
2. Using the proposed outlet invert at A1 of 810.5 and adding the O.D. of a 36" RCP, it appears there may be a pipe cover issue within Winton Drive. Please clarify. The City recognizes that it will be a tight fit under Winton Drive and will work with the Contractor to field adjust the 36" RCP or revise to a different pipe size/ material to address the cover issue.

BY:

Megan Elliott
Project Engineer

Attachments:

- Revised Bid Form
- Revised Plan Sheet C9
- Revised Plan Sheet C10

###

**Revised Bid Proposal Form for Addendum 1 - Dalton Project No. PW-2021-COVIE
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRADING & ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	LS	1		
202-1000	CLEARING AND GRUBBING	AC	0.12		
210-0100	GRADING COMPLETE	LS	1		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1		
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50		
500-9999	CLASS B WIDENING	CY	3		
				SUB TOTAL	

DRAINAGE ITEMS					
207-0203	FOUND BKFILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28		
550-1360	36" RCP	LF	372		
668-1100	CATCH BASIN, GRP 1	EA	1		
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1		
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1		
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1		
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1		
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1		
Non-Standard	36" CONCRETE HEADWALL	EA	2		
				SUB TOTAL	

TEMPORARY EROSION CONTROL ITEMS					
163-0310	CONSTRUCTION EXIT	EA	2		
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		

165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520		
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ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
167-1000	NPDES MONITOR & SAMPLING	LS	1		
167-1500	NPDES INSPECTIONS	LS	1		
Non-Standard	FILTER RING	EA	1		
Non-Standard	CONCRETE WASHOUT	EA	1		
				SUB TOTAL	

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525		
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126		
700-6001	GRASSING COMPLETE	SF	5100		
Non-Standard	RIP RAP BERM	LS	1		
				SUB TOTAL	

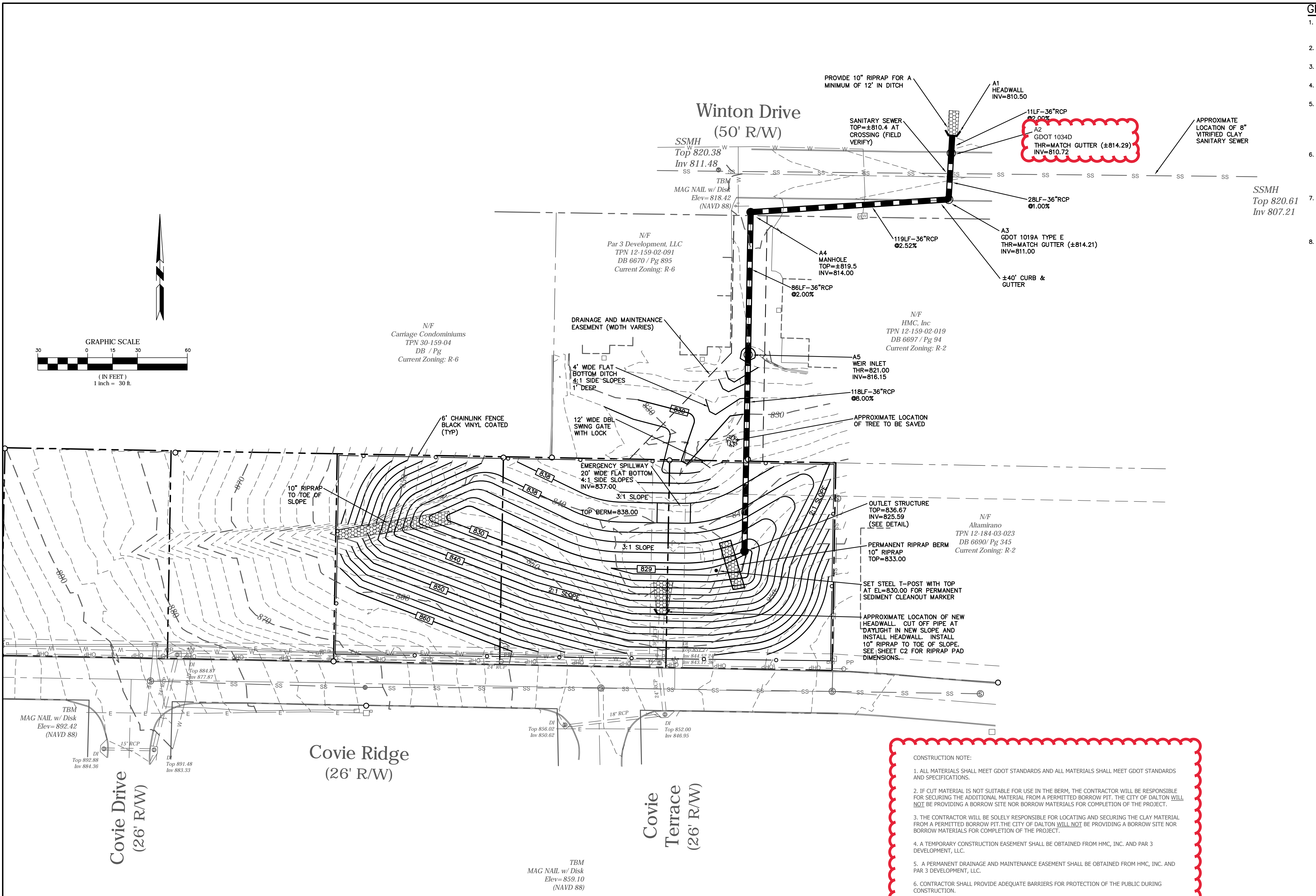
FENCING ITEMS					
Non-Standard	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822		
Non-Standard	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1		
				SUB TOTAL	

Company Name:_____

Authorized Bid Rep. Signature:_____

Authorized Bid Rep. Title:_____

TOTAL



- ### GRADING AND DRAINAGE NOTES
- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATIONS OF EXISTING UTILITIES, AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
 - PLACE 4" OF TOPSOIL OVER THE ENTIRE DISTURBED AREA TO SUPPORT VEGETATION.
 - ALL CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO CITY OF DALTON REQUIREMENTS.
 - CONTRACTOR SHALL CONFINE HIS OFF-SITE ACTIVITIES TO EXISTING RIGHTS OF WAY AND EASEMENTS.
 - ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPES WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170 AND/OR ASTM C-76. CLASS OF PIPE AN WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030-D, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.
 - THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL IMPROVEMENTS PER LOCAL COUNTY JURISDICTION SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR MUST OBTAIN A COPY OF THE LOCAL STANDARDS PRIOR TO BIDDING THIS PROJECT. IF THESE PLANS ARE FOUND TO BE OUT OF SPEC, THE CONTRACTOR SHALL CEASE WORK IMMEDIATELY AND SHALL NOTIFY THE OWNER WITHIN 24 HOURS.
 13. ALL PIPE LENGTHS AND SLOPES ARE SHOWN TO THE CENTER OF THE STORM STRUCTURE AND ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT PIPE LENGTHS BASED ON THE TYPE AND SIZE OF STRUCTURE TO BE USED AND THE INLET TOP REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THE STORM STRUCTURE BASED ON THE INLET TOP REQUIRED.
 14. CONTRACTOR MUST ENSURE THAT ALL DOWNSTREAM DRAINAGE WAYS ARE CLEAR OF DEBRIS PRIOR TO FINAL INSPECTION BY THE ENGINEER. COORDINATE WITH NEIGHBORS OR APPROPRIATE RIGHT-OF-WAY AUTHORITY PRIOR TO BEGINNING WORK OUTSIDE THE BOUNDARY OF THIS SITE. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO OFF-SITE PROPERTIES.

- ### POND OPERATIONS & MAINTENANCE
- AT THE COMPLETION OF CONSTRUCTION, ALL SEDIMENT AND DEBRIS SHOULD BE REMOVED FROM THE POND & STRUCTURES AND ALL TEMPORARY STRUCTURES REMOVED. THE UNDERCUT AREA SHOULD BE BACKFILLED WITH ACCEPTABLE MATERIAL AND A LAYER OF TOP SOIL, AND GRASSED WITH PERMANENT VEGETATION.
 - A VISUAL INSPECTION SHOULD BE PERFORMED AFTER THE FIRST QUALIFYING RAINFALL EVENT TO ENSURE THAT THE ACCUMULATED WATER IN THE POND HAS DRAWN DOWN OVER A 24-48 HOUR PERIOD. THE POND SHOULD BE MONITORED REGULARLY TO ENSURE THAT THE POND AND STRUCTURES CONTINUE TO OPERATE PROPERLY.
 - THE SIDES AND BOTTOM OF THE POND AND THE ENTIRE BERM SHALL BE MOVED AT LEAST MONTHLY TO LIMIT UNWANTED VEGETATION AND IMPROVE AESTHETICS.
 - THE CITY OF DALTON ASSUMES ALL RESPONSIBILITY FOR OPERATIONS AND MAINTENANCE OF THE POND AND ASSOCIATED STRUCTURES.

GRADING & DRAINAGE LEGEND

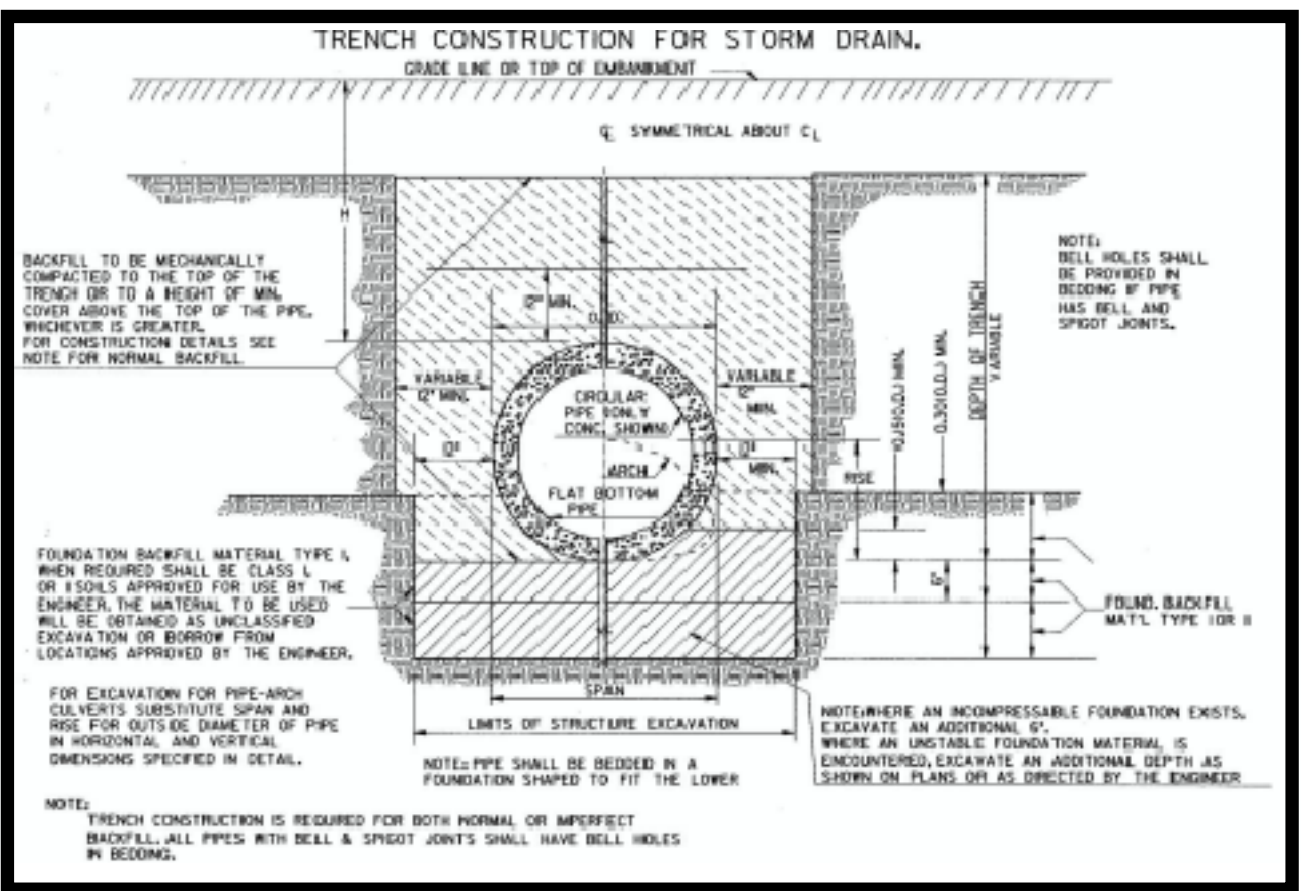
PROPOSED CURB	---
PROPERTY LINE	---
PROPOSED STORM SEWER	---
PROPOSED STORM INLET	---
EXISTING STORM SEWER	---
EXISTING CONTOUR	700
PROPOSED CONTOUR	700
SOIL BOUNDARY	---
PROPOSED SPOT ELEVATION	+700.00
EXISTING SPOT ELEVATION	715.92
DROP INLET	DI
SAFETY END SECTION	SES
HEADWALL	HDWL
JUNCTION BOX	JB
REINFORCED CONCRETE PIPE	RCP
CORRUGATED METAL PIPE	CMP
RIP-RAP	---
EXISTING FEATURES ARE SCREENED	---

POND MAINTENANCE SCHEDULE

ACTIVITY	SCHEDULE
-CLEAN & REMOVE DEBRIS FROM INLET & OUTLET STRUCTURES. -MOW SIDE SLOPES.	MONTHLY
-INSPECT FOR INVASIVE VEGETATION	SEMI-ANNUAL INSPECTION
-INSPECT FOR DAMAGE, PAYING PARTICULAR ATTENTION TO THE CONTROL STRUCTURE. -CHECK FOR SIGNS OF EUTROPHIC CONDITIONS. -NOTE SIGNS OF HYDROCARBON BUILD-UP, AND REMOVE APPROPRIATELY -MONITOR FOR SEDIMENT ACCUMULATION IN THE FACILITY & FOREBAY -EXAMINE TO ENSURE THAT INLET AND OUTLET DEVICES ARE FREE OF DEBRIS AND OPERATIONAL. -EXAMINE PERMANENT STONE FILTER RING TO ENSURE THAT IT IS IN PLACE AND FUNCTIONING PROPERLY. REMOVE ACCUMULATED SEDIMENT AND REPLACE STONE AS NECESSARY.	ANNUAL INSPECTION
-REMOVE SEDIMENT FROM FOREBAY. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	5-7 YEARS OR AFTER 50% OF THE TOTAL FOREBAY CAPACITY HAS BEEN LOST
-MONITOR SEDIMENT ACCUMULATIONS, AND REMOVE SEDIMENT WHEN POOL VOLUME HAS BECOME REDUCED SIGNIFICANTLY, OR THE POND BECOMES EUTROPHIC. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	10-20 YEARS OR AFTER 25% OF THE MICROPOOL VOLUME HAS BEEN LOST

DETENTION POND:

100YR WATER EL=836.77
100YR WATER STORAGE VOL=04,048cf
100YR WATER SURFACE DEPTH=7.77ft AT POND BOTTOM
EMERGENCY OVERFLOW EL=837.00
TOP OF BERM EL=838.00



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GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT
COVIE RIDGE POND
COVIE RIDGE
DALTON, GA

CLIENT
CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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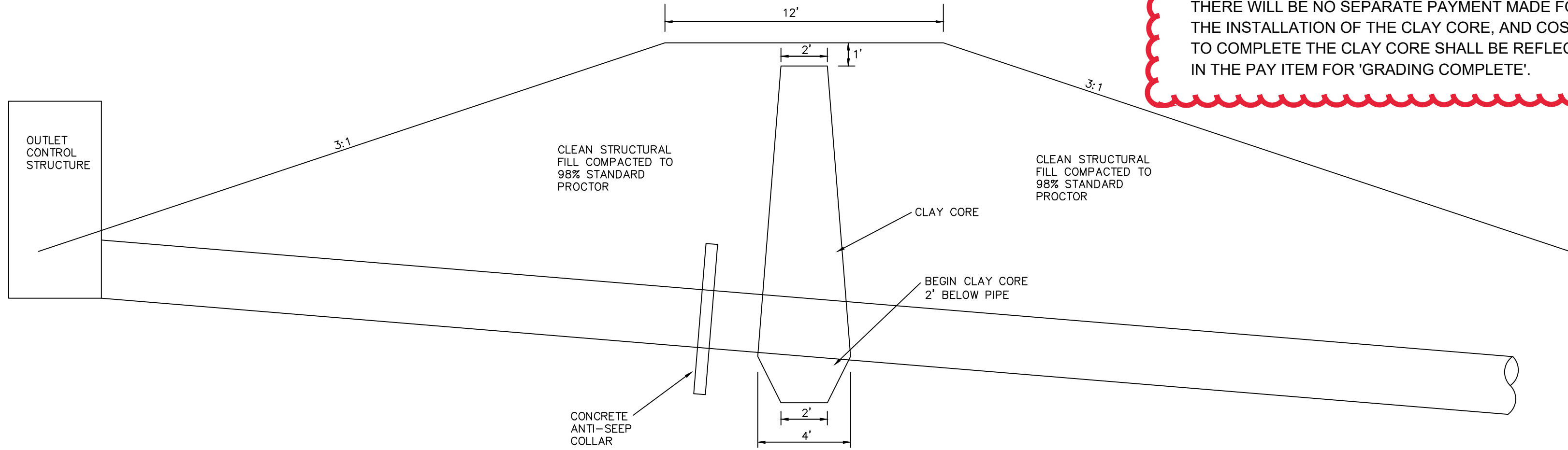
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THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNLESS THEY HAVE BEEN APPROVED BY THE CITY OF DALTON. THE CITY OF DALTON ASSUMES ALL RESPONSIBILITY FOR OPERATIONS AND MAINTENANCE OF THE POND AND ASSOCIATED STRUCTURES.

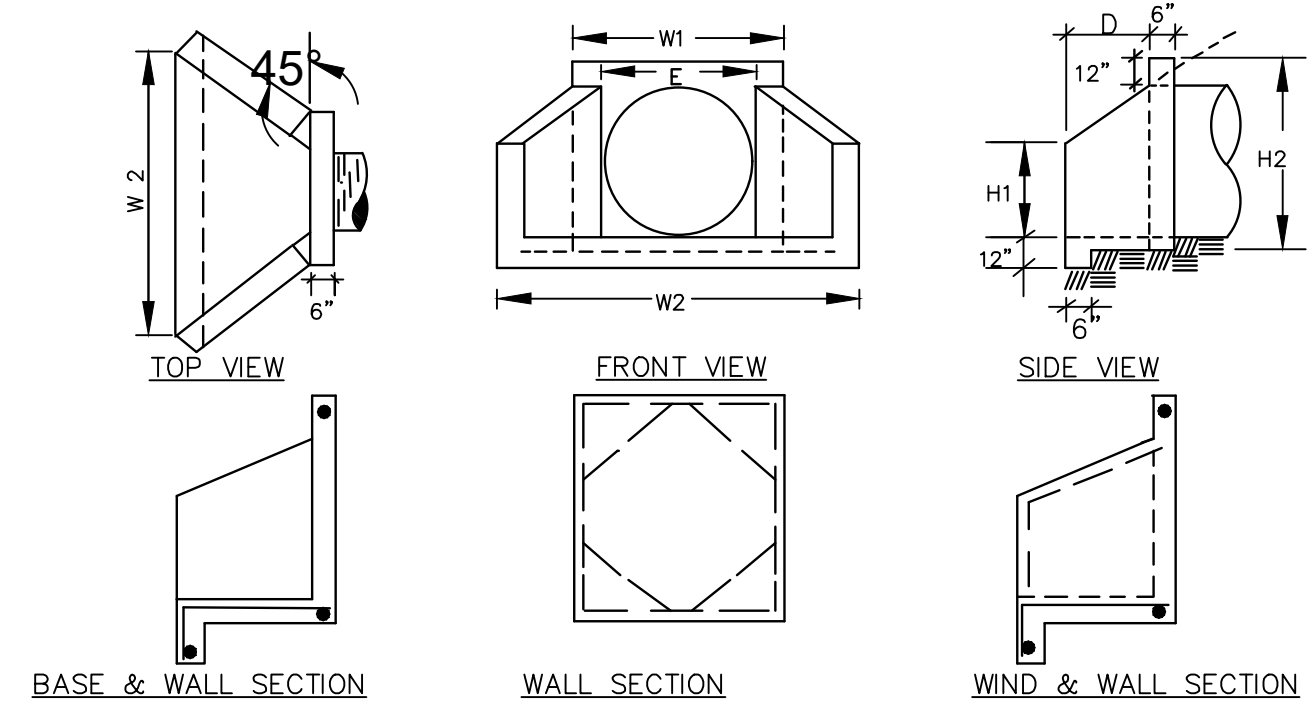
DATE	9/15/2020	DRAWING NO.	C9
PROJECT NO.	20-020		

Drawing Title

**PRELIMINARY
GRADING
AND
DRAINAGE
PLAN**



NOTE:
THE 2' CLAY CORE WILL RUN THE FULL LENGTH OF THE BACKWALL OF THE BERM, APPROX. +/- 190'-0". THERE WILL BE NO SEPARATE PAYMENT MADE FOR THE INSTALLATION OF THE CLAY CORE, AND COSTS TO COMPLETE THE CLAY CORE SHALL BE REFLECTED IN THE PAY ITEM FOR 'GRADING COMPLETE'.



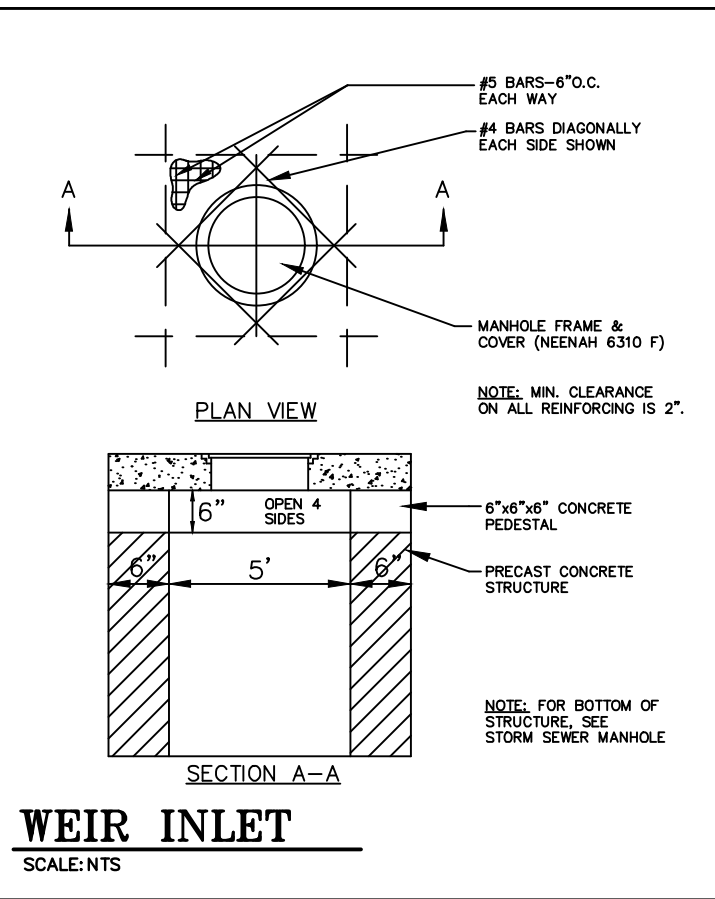
HEADWALL DIMENSION (METAL PIPE)									
USE NEXT LARGEST SIZE FOR CONCRETE PIPE									
INSIDE DIA. PIPE	W 1	W 2	H 1	H 2	D	E	WT	SQ.FT BASE AREA	
12" 15"	18"	3'2"	4'10"	1'3"	3'2"	1'3"	1550	7.34	
21"	24"	3'8"	6'1"	1'9"	3'8"	1'6"	2100	9.90	
30"	4'2"	7'2"	2'0"	4'2"	1'10"	2'9"	2850	13.50	
36"	4'8"	8'4"	2'4"	4'8"	2'2"	3'3"	3700	17.65	
42" 48"	5'8"	10'10"	3'3"	5'8"	2'11"	4'3"	5600	28.60	
54" 60"	6'8"	11'11"	3'8"	6'8"	3'4"	5'3"	7500	35.60	

ALL CONCRETE SHALL BE 4000 PSI REINFORCEMENT STEEL SHALL BE 1/2" ϕ INTERMEDIATE. GRADE PLACE REINF. 2" MIN CLEARANCE. CHAMFER ALL EXPOSED EDGES 1/4"

CONCRETE HEADWALL

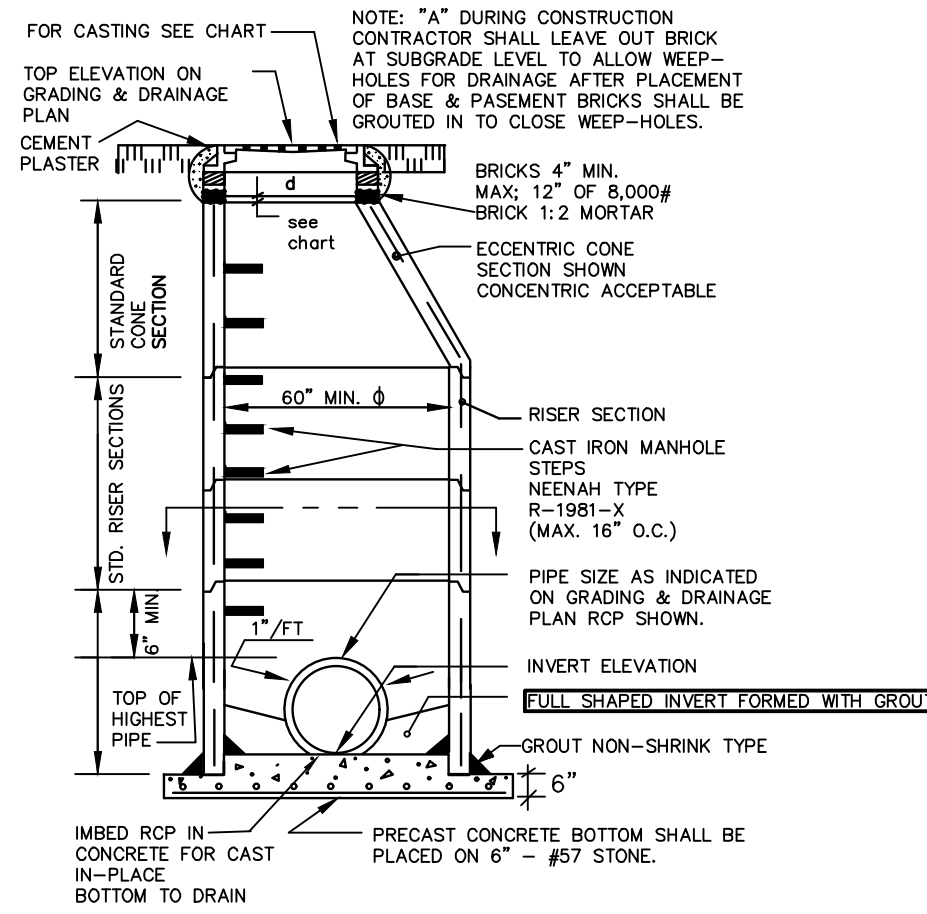
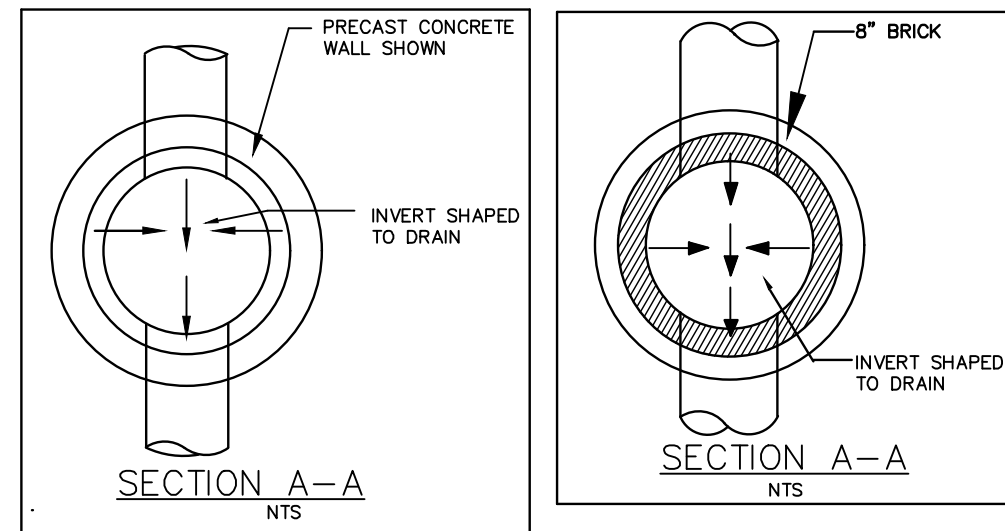
SCALE: NTS

(CNCHWL)



POND BERM

NTS



DRAINAGE STRUCTURE NOTES:

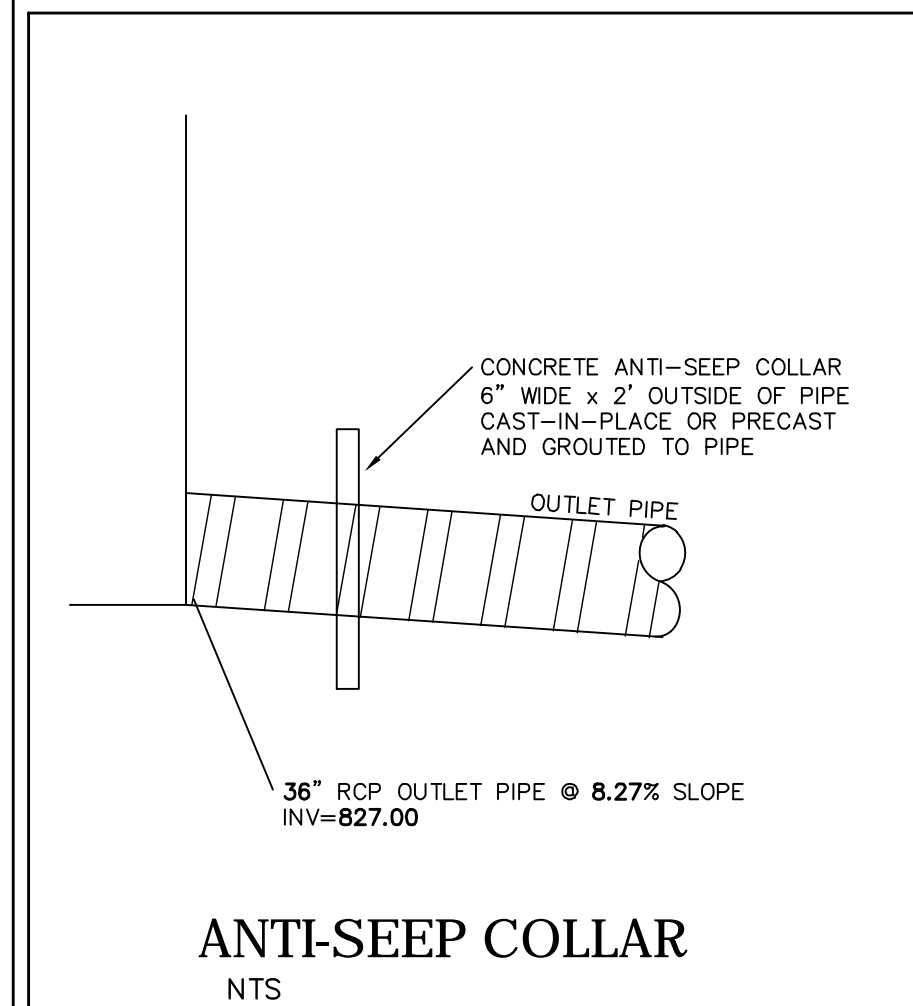
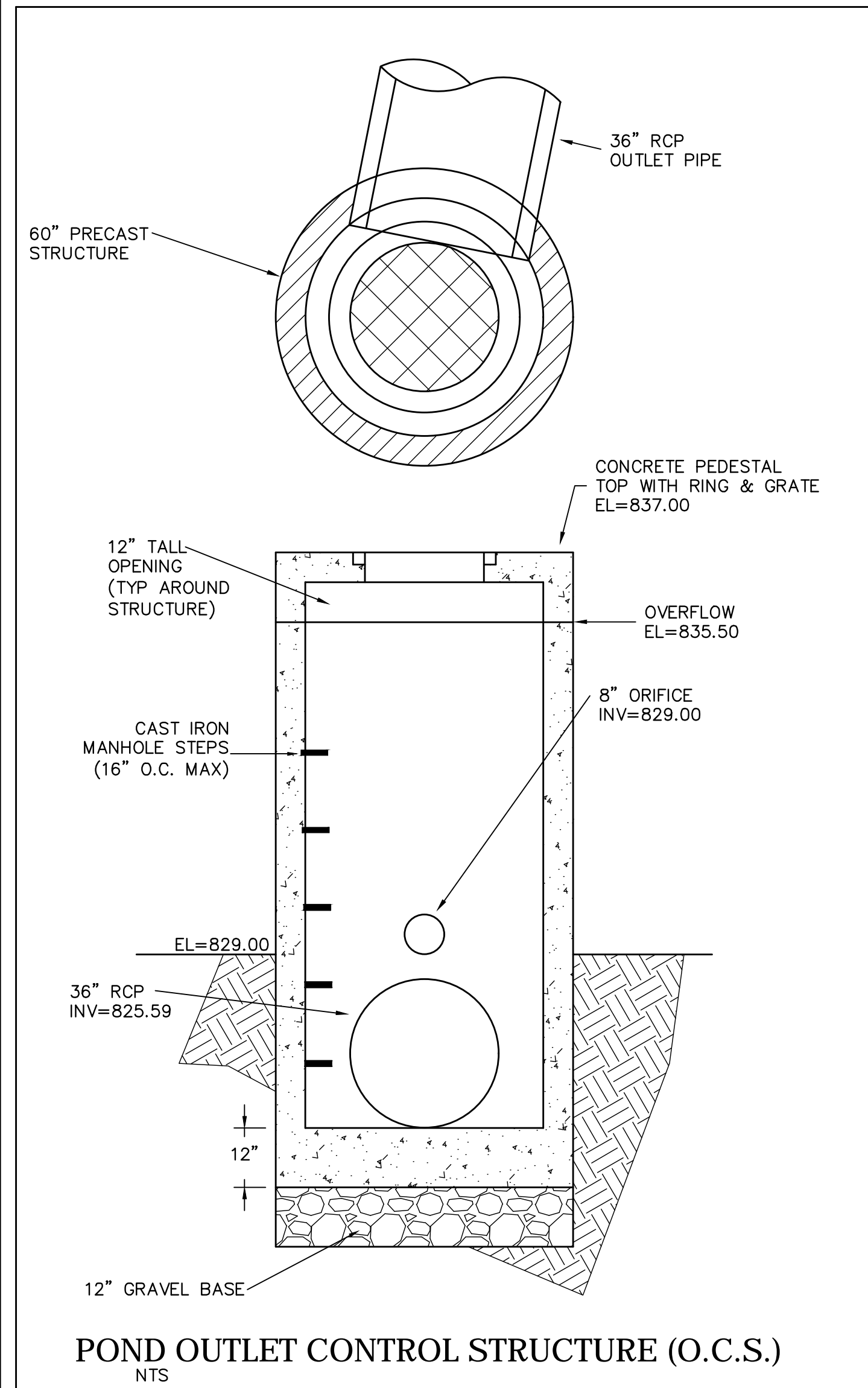
1. DETAILS SHOWN ARE MINIMUM STANDARDS. STANDARDS REQUIRED BY JURISDICTIONAL AGENCIES SHALL SUPERCEDE DETAILS SHOWN ON THIS DRAWING AND SHALL BE UTILIZED DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE INSPECTOR FOR JURISDICTIONAL AGENCIES PRIOR TO ORDERING OR INSTALLING DETAILS SHOWN.
2. DURING CONSTRUCTION, CONTRACTOR SHALL LEAVE OUT BRICK AT SUBGRADE LEVEL.
3. DETAILS SHOWN INCLUDE BLOCK/BRICK OR PRECAST CONCRETE DRAINAGE STRUCTURES. EITHER STRUCTURE CAN BE ON A PRECAST OR CAST-IN-PLACE BOTTOM AS SHOWN. INVERTS OF STRUCTURES SHALL BE CONSTRUCTED SO THAT THEY DRAIN TO PIPE OUTLET.
4. TOP 6-18 ON SHALLOW STRUCTURES CAN BE CAST-IN-PLACE WITH REINFORCING AS SHOWN OR PRECAST TO WITHSTAND H-20 TRUCK LOADING.

DIMENSION CHART FOR BRICK OR PRECAST MANHOLE OR INLET			
CASTING	INSIDE TOP DIMENSION		APPLICATION
R-1730	12" CIRCULAR		STORM MANHOLE, M.H.
R-3010	TYPE A	16" X 23"	CURB INLET
R-4810	TYPE C	124" X 24"	D.I.
DEPTH "D"	BOX DIMENSIONS "W"		
0' TO 4'	4" MINIMUM		
4' AND UP (EXCLUDING DOUBLE GRATE DROP INLET)	4" MIN. UP TO 36" CMP (24" RCP) DIA. PIPE. DIA. OF LARGEST PIPE PLUS 1'-0" FOR PIPES LARGER THAN 36" CMP (24" RCP) CMP (2'-0" RCP)		
GRATER THAN 10' AND DOUBLE GRATE DROP INLET	5" MIN. UP TO 48" CMP (36" RCP) DIA. OF LARGEST PIPE PLUS 1'-0" CMP (2'-0" RCP) FOR PIPES LARGER THAN 48" CMP (24" RCP)		
- FOR PIPE ARCHES USE SPAN DIMENSION INSTEAD OF DIAMETER			
- USE ROUND TO RECTANGULAR ADAPTER SECTION WHEN USING PRECAST MANHOLE SECTIONS			
- NEENAH FOUNDRY (OR EQUAL)			
- USE ONLY BICYCLE SAFE GRATES			

STORM MH/CATCH BASIN

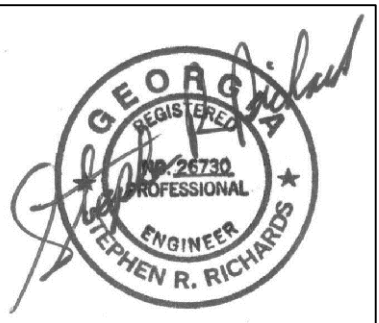
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RAE

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GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN
PROFESSIONAL NO. 8688

PROJECT
COVE RIDGE POND
COVE RIDGE
DALTON, GA

CLIENT
CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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THIS PLAN CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, SIGNED AND SIGNED BY THE APPROPRIATE AUTHORITIES AND ALL CONTRACTORS SHALL BE RESPONSIBLE FOR THE CORRECT, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

Revisions		Date

Drawing Title

CONSTRUCTION
DETAILS

DATE	9/15/2020	DRAWING NO.
PROJECT NO.	20-020	C10

CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: February 11, 2021

BID DATE: Tuesday, February 16, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

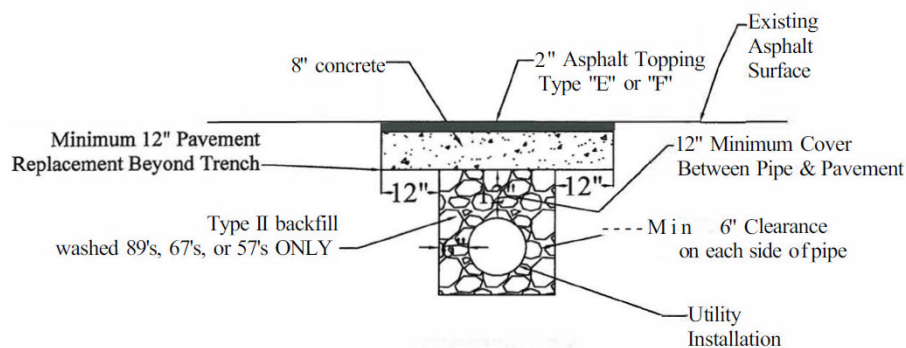
1. Acknowledge receipt of this addendum by writing in "Addenda No. 2" on page 0200-3 of bid proposal.
2. Please remove and discard the '*Revised Bid Proposal Form for Addendum 1*' from the bid proposal. Each Contractor shall record their bid on the revised bid form attached to this document. Failure to use the '*Revised Bid Proposal Form for Addenda 2*' will result in automatic rejection of the bid submitted.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. Is there an alternative location where dirt can be stockpiled near the project site for the City? *Since this project requires an NOI, all dirt to be removed from this location must go to a permitted site.*
2. Since the project completion date is fixed at 6/30/21 please provide the anticipated schedule for contract award and notice to proceed so contractors can evaluate the amount of time that is actually available to complete the project. *The project is anticipated to be on the Mayor and Council Agenda for Monday, March 1, 2021. Pending the award by the Mayor and Council, the contract documents will be sent out for signatures. The Notice to Proceed will be issued when the executed documents are received by the City. The approximate project start date could be as early as March 8th, 2021.*
3. The general conditions say that the contractor shall be responsible for all permits. Do you anticipate any permits being required for this project (other than the NOI)? *Yes, there will be a Land Disturbance Permit required in addition to the NOI.*

4. There are no construction easements along Winton Drive, only the existing ROW. As the construction nears structure A4 the edge of the edge of pipe is only 2 feet from the edge of the right of way. Will a construction easement be obtained along Winton Drive beyond the right of way so the contractor is prevented from encroaching on private property while performing the work? The footprint of the construction equipment will likely be wider than the area available not even considering any working room. **The City has already obtained a temporary construction easement from the private property owners that will be affected. See easement drawing attached.**
5. The bid form has a pay item for Foundation Backfill Material. Where will this be used? **Winton Drive trench repairs, please refer to trench repair detail below.**



6. The bid form has a pay item for Class B Concrete. Where will this be used? **Winton Drive trench repair, please see detail in answer to question 5 above.**
7. Will one lane of traffic be required to be left open during the pipe installation across Winton Drive? If so are there any restrictions of when a lane closure can be utilized? **One (1) lane will be required to be left open at all times. No work will be permitted between the hours of 8PM and 8AM.**
8. A soils report was not provided for the project so how will rock excavation be handled if it is encountered? **The Contractor is permitted to do preliminary borings prior to the bid, see response to question 9. If rock is encountered during the project construction it will be addressed per the GDOT specification.**
9. In regard to question 6 above – if rock excavation should be included in the total price of the bid will the contractor be allowed to perform test excavations on the property, including the areas between the existing houses? **Yes, the Contractor will be allowed to perform test excavations prior to the bid. Please coordinate with the City of Dalton for a day and time for site access to do the testing, if desired.**

10. Based on a site visit there appears to be an irrigation system installed at 1305 and 1307 Winton Drive that would conflict with the storm drain installation. How will the irrigation system be handled? *There should be no conflicts with irrigation, but if any irrigation issues are encountered they will be resolved by the City of Dalton.*
11. The existing lawns at 1305 and 1307 Winton are sod. Should those lawns be replaced by sod and how will that be paid? *The lawn should be replaced in kind. Please see the revised bid form for additional pay item.*
12. Please provide a specification or detail for the chain link fencing. *Please see updated pay item information on the revised bid form attached.*
13. There are several cross tie walls/planters that appear to be in conflict with the grading behind Carriage Condominiums. Will these planters be removed by others or removed by the contractor and will they be replaced? Please reference the attached photo. *The City will work to field adjust the items in question, as required, during the pond construction.*
14. Will materials testing be provided by the City through City Inspectors, a third party testing firm, or will that be the responsibility of the contractor? *The City will have an inspector for the project. There will be no material testing required by the Contractor.*
15. Who will determine whether the material on the site meets the requirement of the clay core for the dam shown in the plans? *The City will inspect the material prior to the placement by the Contractor.*
16. Please provide a detail for the clay core in addition to what is shown on C10. *No additional detail will be added. Please refer to the note added to sheet C10 through addendum1, released on February 4, 2021, for clarification.*
17. Please provide detail for the Rip Rap Berm. *For clarification on this item, please refer to 'revised bid proposal form for addenda 2' for the GDOT pay items for the Rip Rap Berm.*

BY:

Megan Elliott
Project Engineer

Attachments:

- Revised Bid Proposal Form for Addenda 2
- Covie Ridge Easement Drawing

###

**Revised Bid Proposal Form for Addenda 2 - Dalton Project No. PW-2021-COVIE
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRADING & ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	LS	1		
202-1000	CLEARING AND GRUBBING	AC	0.12		
210-0100	GRADING COMPLETE	LS	1		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2		
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50		
500-9999	CLASS B CONCRETE	CY	4		
				SUB TOTAL	

DRAINAGE ITEMS					
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28		
550-1360	36" RCP	LF	372		
668-1100	CATCH BASIN, GRP 1	EA	1		
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1		
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1		
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1		
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1		
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1		
Non-Standard	36" CONCRETE HEADWALL	EA	2		
				SUB TOTAL	

TEMPORARY EROSION CONTROL ITEMS					
163-0310	CONSTRUCTION EXIT	EA	2		
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520		
167-1000	NPDES MONITOR & SAMPLING	LS	1		
167-1500	NPDES INSPECTIONS	LS	1		
Non-Standard	FILTER RING	EA	1		
Non-Standard	CONCRETE WASHOUT	EA	1		
				SUB TOTAL	

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525		
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	65		
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	25		
700-6001	GRASSING COMPLETE	SF	5100		
700-9300	SOD	SY	180		
				SUB TOTAL	

FENCING ITEMS					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822		
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1		
				SUB TOTAL	

Company Name: _____

Authorized Bid Rep. Signature: _____

Authorized Bid Rep. Title: _____

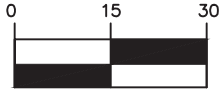
TOTAL

DRAINAGE EASEMENT

Winton Drive (50' R/W)



GRAPHIC SCALE



1 inch = 30 ft.

TBM
MAG NAIL w/ Disk
Elev=818.42
(NAVD 88)

PP

N/F
Par 3 Development, LLC
TPN 12-159-02-091
DB 6670 / Pg 895
Current Zoning: R-6

TEMPORARY 20' CONSTRUCTION
EASEMENT / PERMANENT 20' DRAINAGE
EASEMENT CENTERED ON PROPERTY LINE

DRAINAGE AND MAINTENANCE
EASEMENT (WIDTH VARIES)

N/F
HMC, Inc
TPN 12-159-02-019
DB 6697 / Pg 94
Current Zoning: R-2

64.94'

80.23'



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/1/2021

Agenda Item: The request of the request of Tom Walters to annex 4.39 acres located at 1534 E. Walnut Avenue, Dalton into the City of Dalton as General Commercial (C-2). Parcel (12-254-10-000)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

Cost: N/A

Funding Source if Not in Budget N/A

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

See the attached staff analysis and ordinance.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-03

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

WHEREAS, Tom Walters has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 1534 East Walnut Avenue and identified as Parcel No. 12-254-10-000;

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

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

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed annexation and zoning of the Property at a duly noticed public hearing held on February 22, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

Section 1.

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

Section 2.

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

Section 3.

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

Tax Parcel No.: 12-254-10-000

Beginning at a point on the old Coogler Line at the southeast corner of the property conveyed to Eunice Walters Dobbs and running north a distance of 650 feet; thence east 353 feet; thence south 650 feet; thence west 353 feet to point of beginning.

Being in Land Lot No. 254 in the 12th District and 3rd Section of Whitfield County, Georgia.

See Deed Book 127, Page 112 in the Office of Clerk of Superior Court of Whitfield County, Georgia.

Section 4.

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

Section 5.

The acreage of the Property is approximately 4.39 acres. No streets or roads are affected by this annexation.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 11.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on

the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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

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

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: February 25, 2021

SUBJECT: The request of Tom Walters to annex 4.39 acres located at 1534 E. Walnut Avenue, Dalton into the City of Dalton as General Commercial (C-2). Parcel (12-254-10-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 22, 2021 at 6:00 p.m. at the Edwards Park community center. 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 Ethan Calhoun.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested annexation into the City of Dalton. There were no further questions for Calhoun.

With no other comments heard for or against, this hearing closed at approximately 6:43pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested annexation into the City of Dalton. **David Pennington then made a motion to recommend the annexation. Scott DeLay then seconded the motion and a unanimous recommendation to approve the annexation followed, 5-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE:

Tom Walters is seeking annexation of a parcel (#12-254-10-000) into The City of Dalton. located at 1534 East Walnut Ave. within the General Commercial (C-2) zone district. Dalton's current corporate boundary flanks the subject property on one side.

The surrounding land uses and zoning are as follows: 1) To the north, across Walnut Avenue, are four adjacent tracts of land zoned C-2 and M-2 that contain commercial buildings, 2) to the east, is a 4.15-acre tract zoned C-2 that contains a large automobile sales lot, 3) to the south, are two adjacent tracts of land that are undeveloped and zoned R-5, 4) To the west, is a 4+/- acre tract of land zoned C-2 that contains a large automobile sales lot. Zoning will not be affected by this annexation if it is approved since both the City and the County adopted the Unified Zoning Ordinance.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad Feb. 5, 2021 (16 days notice) 2. Property posted Feb. 5, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

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.

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan. The annexation, if approved, would simply bring the subject property into the City of Dalton.

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

No impact is expected if this annexation 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.

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties.

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

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by their choice to be annexed.

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

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton, as compared to the unincorporated County. The subject property is already served by utilities. The annexation of the subject property would have a negligible impact on public utilities for this area.

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

The subject property is within the Commercial Corridor character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map.

(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 request, if approved, would simply help create a more consistent boundary within the City of Dalton. While this annexation does not create a County island, it does illustrate that the future

annexation of the eastern and western adjacent tracts would be preferable.

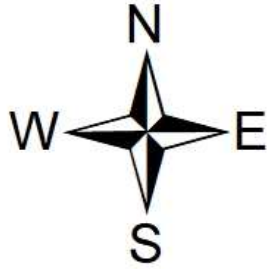
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

The subject property is currently undeveloped, but it had been developed in years past. It is not unusual to find a lot that has been cleared for redevelopment along Walnut Avenue. The age of development in this area of the City is at a point where redevelopment and infill projects will likely become more common.

CONCLUSION: The staff recommendation is that the subject property is very much suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of most properties in the vicinity.

Walters Annexation Request

Zoning will remain C-2, General Commercial



ZONING

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

Feet
500



Walters Annexation Request

Zoning will remain C-2, General Commercial

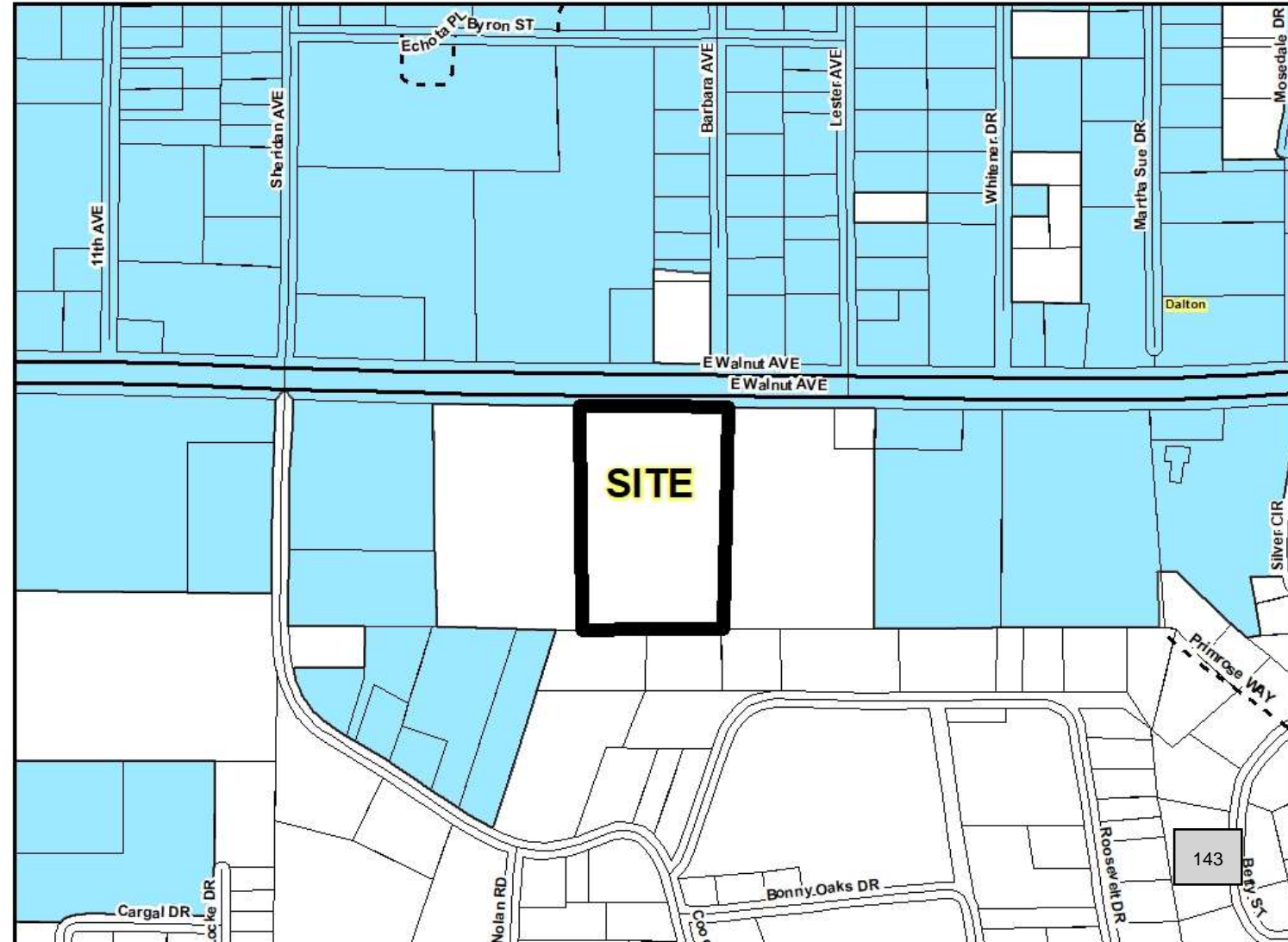


DALTON CITY LIMITS



Town_Boundaries

Feet
500



Walters Annexation Request

Zoning will remain C-2, General Commercial



Feet
500





ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Thomas Walters and the Lillian Teems Walters Estate
APPLICANT ADDRESS:	1879 Riverbend Rd
CITY, STATE & ZIP:	Dalton, GA
TELEPHONE NUMBER:	706-259-6711

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1534 E Walnut Avenue
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	na
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	4.39 acres
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	retail

• PROPOSED ZONING CLASSIFICATION	same - C-2
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	4.39
• TAX MAP NUMBER/PARCEL NUMBER	12-254-10-000
• HOUSING UNITS	na

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS

na

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

☐

CAUCASIAN

☐

LATINO

☐

AFRICAN
AMERICAN

☐

OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH

☐

SIGNATURE OF APPLICANT(S) - Thomas Walters, individually

SIGNATURE OF APPLICANT(S) - Thomas Walters, as Executor of the Lillian Teems Walters Estate

DATE

January 26, 2021

OWNERSHIP VERIFICATION

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

Parcel #1 12-254-10-000 (4.39 acres) Describe parcel or parcels and nature of interest and percentage of interest

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

Tom Walters

Thomas Walters, individually (Owner's Name)

Tom Walters

Thomas Walters, as Executor of
Lillian Teems Walters Estate (Owner's Name)

Sworn to and subscribed
Before me, this 26 day
of January, 2021

Barbara A. Langford
Notary Public

(Seal)





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

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

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

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

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

Ton Walters
SIGNED

January 26, 2021
DATE

Law Office of
Gargandi Vaughn, LLC

Office of the City Attorney
City of Dalton

P.O. Box 2043

Dalton, Georgia 30722

#706-581-0198

GVaughn@GVaughnLaw.com

January 22, 2021

Bernadette Chattam
City Clerk

RE: Annexation application
Owner: Thomas Walters and Lillian Teems Walters Estate
Location: 1534 E. Walnut Avenue

Dear Clerk:

The Office of the City Attorney has reviewed the above-referenced application.
The application is hereby:

_____ Approved

☒ Approved with stipulation

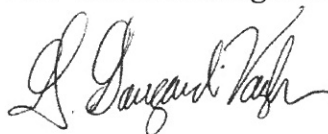
- 1.) Application should be filed jointly in name of Thomas Walters and the Lillian Teems Walters Estate (which has now been completed)
- 2.) The legal description be based upon the provided survey rather than the deed description

_____ Rejected

Should you need any additional information or clarification of these comments please feel free to contact my office. Otherwise, please notify my office if an annexation ordinance should be drafted.

Sincerely,

Law Office of Gargandi Vaughn, LLC



G. Gargandi Vaughn

XXXXXXX Quitclaim Deed

LEE OFFICE SUPPLY, INC., DALTON, GA.

State of Georgia, Whitfield County

IN CONSIDERATION of the sum of One Dollar and love and affection

Dollars

to me paid I, Iillian Teems Walters
1534 East Walnut Avenue, Dalton, GA 30720of the County of Whitfield and State of Georgia
Quitclaimdo hereby sell and convey unto Thomas James Walters
1534 East Walnut Avenue, Dalton, GA 30720

of the County of Whitfield and State of Georgia

his heirs and assigns, a tract or parcel of land which is described as follows:

An undivided one-half (1/2) interest in the following described tract of land:

BEGINNING at a point on the old Coogler Line at the southeast corner of the property conveyed to Eunice Walters Dobbs and running north a distance of 650 feet; thence east 353 feet; thence south 650 feet; thence west 353 feet to point of beginning.

Being in Land Lot No. 254 in the 12th District and 3rd Section of Whitfield County, Georgia.

See Deed Book 127, page 112 in the Office of Clerk of Superior Court of Whitfield County, Georgia.

TO HAVE AND TO HOLD said lands and appurtenances unto said

Thomas James Walters

his

heirs, executors, administrators and assigns in fee simple.

Quitclaim
Warrant the title to said lands against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my seal this 15th day of January, 1980

Signed, sealed and delivered in presence of

Thomas James Walters *Iillian Teems Walters* (Seal)
Richard H. Duggins Iillian Teems Walters (Seal)
Notary Public

FILED & RECORDED

TIME: 10:30

DATE: 1-15-80

BOOK: 10112 PAGE 232

Dual Broadrick, C.S.C.
WHITFIELD COUNTY, GA.

EXHIBIT "B"

4-1-14

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

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-254-10-000
Realkey 23826
Property Record Card [Click Here](#)
GIS Map [Map](#)
Owner Name WALTERS LILLIAN TEEMS
Owner Address C/O NANCY COCHRAN
Owner Address 2 1545 RENFROE RD NE
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude
Longitude

Property Information

Class Residential
Strata Small Tract
Tax District County
Neighborhood
Legal Description 4 44A LL254 12
Total Acres 4.44
Zoning See GIS Map
GMD\Map Number 034
Subdivision
Subdivision Phase
Subdivision Section 0007
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 0
Parcel Street Extension
Parcel Street Direction E
Parcel Street Name WALNUT
Parcel Street Units
Parcel Street Type AVE

Current Fair Market Value Information

Previous 58848
Current 58848
Land 58848
Residential Improvement
Commercial Improvement
Accessory Improvement
Conservation Use Value

Historical Fair Market Value Information

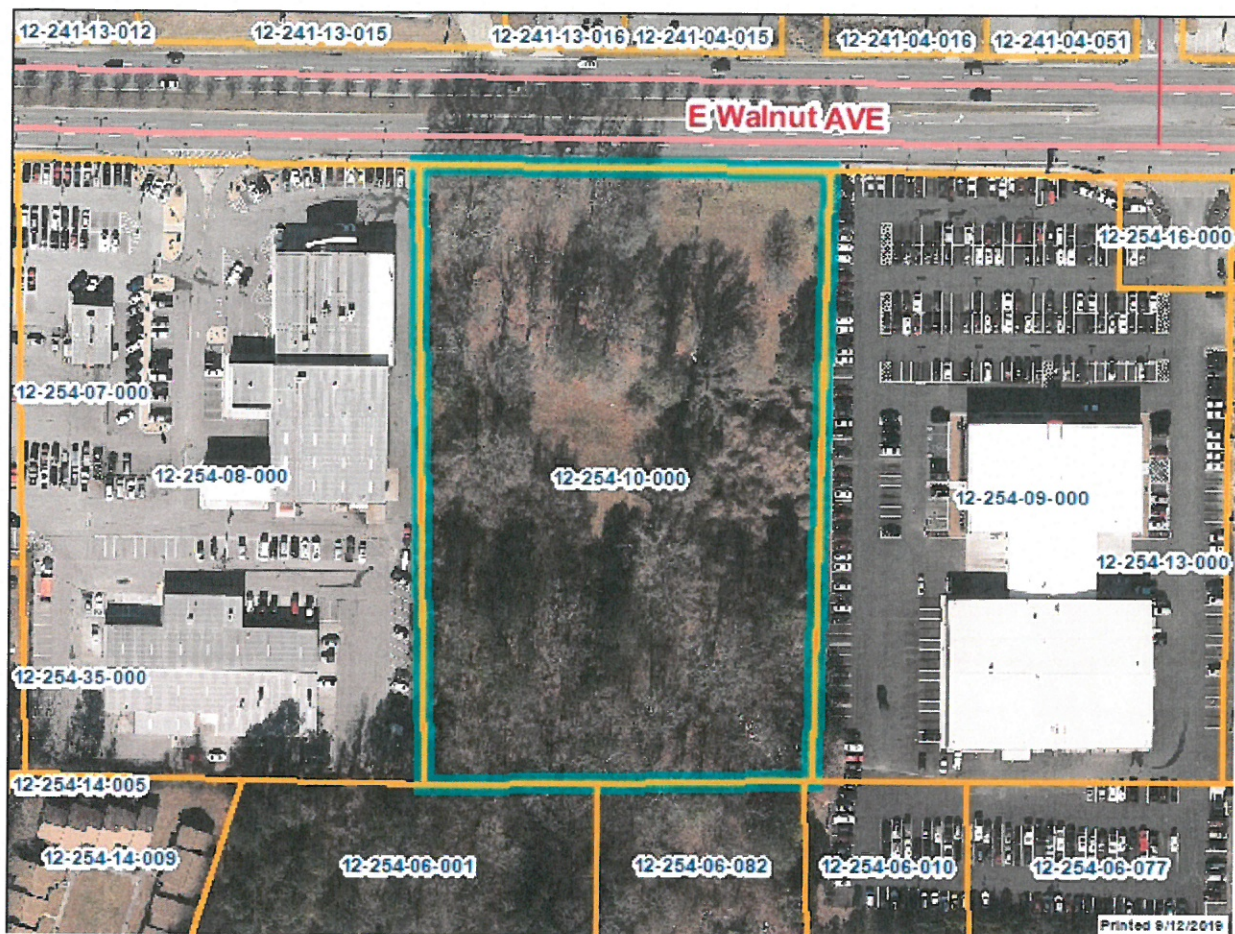
2018 58009
2017 58009
2016 58009

Exemption Information

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

GIS Quickmap

No GIS Quickmap Available



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

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	WALTERS LILLIAN TEEMS	Legal Description	4 44A LL254 12
Year	2020	Sale Date	
Parcel Number	12-254-10-000	Taxes Due	718.08
Bill	238228	Taxes Due Date	12/20/2020
Exemption Type		Taxes Paid	718.08
Account No.	19605	Taxes Paid Date	12/1/2020 2:58:08 PM
Millage Rate	0	Current Due	0
Fair Market Value	58848	Back Taxes	0
Assessed Value	23539	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

This parcel does not have any residential structures to display

Accessory Information

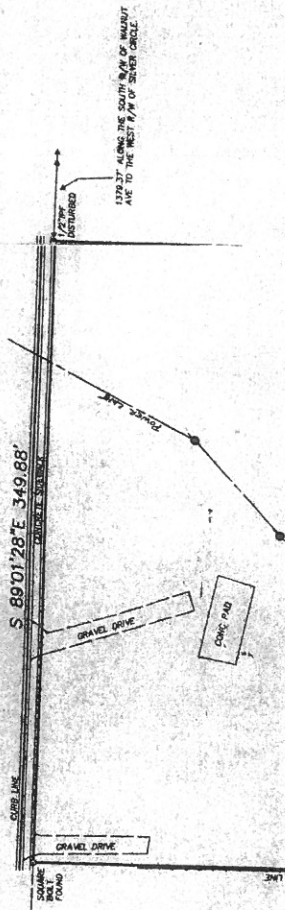
This parcel does not have any accessories to display

Sales Information

This parcel does not have any sales to display

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE SURVEYOR AND MAY NOT BE PUBLISHED, REPRODUCED, ELECTRONICALLY DIGITIZED OR SCANNED, OR OTHERWISE COPIED OR USED WITHOUT THE EXPRESSED AND WRITTEN PERMISSION OF JOSEPH R. EVANS, REGISTERED LAND SURVEYOR.

WALNUT AVENUE



SURVEY FOR
THE ESTATE OF
LILLIAN TEEMS WALTERS
LAND LOT 254, 12TH DISTRICT, 3RD SECTION
WHITEFIELD COUNTY, GEORGIA

4.39 ACRES

11.27 W 544.18

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PROVISION OF ONE FOOT IN 10,000 FEET AN ANGULAR ERROR OF 0.5 PER ANGLE POINT, AND WAS (ACQUIRED) USING THE LSO RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET

FIELD WORK WAS DONE BY USING A _____ TRANSIT AND A _____ SHANN

JOSEPH R. EVANS & ASSOCIATES
LAND SURVEYORS
1816 DUG GAP ROAD, DALTON, GA. 30720
(706) 226-7802 FAX (706) 275-9900
DRAWN BY: J.E.B. CHECK BY: _____
DATE 18 DEC 09 SCALE 1"=50'
REVISIONS _____



MAGNETIC NORTH





Whitfield County

Board of Commissioners

Board Members

Jevin Jensen, Chairman
Robby Staten
Barry W. Robbins
Greg Jones

February 11, 2021

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

RE: Tax Parcel No. 12-254-10-000

Dear Mayor Pennington:

At the February 8, 2021 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 3-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-254-10-000.

Regards,

Mark Gibson

Mark Gibson
County Administrator

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

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

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS
GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DEREK WAUGH

M E M O R A N D U M

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

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

RE: Annexation Request
Tom Walters
1534 E. Walnut Avenue
4.44 Acres
Parcel Number: 12-254-10-000
Zoning Classification: C-2

DATE: February 8, 2021

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

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



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

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

Date: January 29, 2021

To: Chief Cliff Cason

From: Captain Barry Woods

RE: 1534 E. Walnut Ave Parcel Numbers 12-254-10-000

Chief Cason:

I have reviewed the annexation request for 1534 E. Walnut Ave, Parcel Numbers 12-254-10-000. This parcel is located on the south side of E. Walnut Ave between the current locations of North Georgia Toyota and Mountain View Nissan of Dalton. This property will have no impact on the Dalton Police Department's law enforcement services in this area.

Sincerely,

Captain Barry Woods

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

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

January 28, 2021

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-254-10-000 E. Walnut Ave.

Greetings,

At the present time there is **no** indication the proposed annexation of above listed property would render a reduction in the level of fire protection by Dalton Fire Department. The property in its current state is undeveloped and meets all requirements for fire protection. I have included the results of the staff analysis conducted by our Prevention Division.

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

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

Thank you,

Todd Pangle
Fire Chief
Dalton Fire Department

Fire Chief
Todd Pangle



**DALTON FIRE DEPARTMENT
PREVENTION DIVISION**

Fire Marshal
Matt Daniel
404 School Street
Dalton, GA 30720
(706) 529-7486
mdaniel@daltonga.gov

Fire Inspectors
Donnie Blankenship
(706) 278-7363 x227
dblankenship@daltonga.gov
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

January 28, 2021

Re: Annexation Analysis

Property Address/Parcel: 12-254-10-000 East Walnut Avenue

Access: Access to the sight does not appear to be an issue. Appears to be mostly on grade.

Water Supply: According to Dalton Utilities map there is a 12" main located on the south side of East Walnut Avenue. This should provide adequate water supply for potential development. There will be a requirement for the addition of a fire hydrant. Additional fire hydrants may be required depending on the structures size, intended use and commodity.

Property Use: Empty lot for potential commercial development. Appropriate state minimum standards for life safety will apply once occupancy type is determined.

Setbacks: Setback requirements do not appear to be an issue.

Respectfully,

A handwritten signature in black ink that reads "M Daniel".

Matt Daniel
Captain
Prevention Division



January 28, 2021

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

RE: Annexation Request for Tom Walters at 1534 East Walnut Avenue (4.44 acres – aka parcel number 12-254-10-000 by the Whitfield County, Georgia Tax Assessor's Office)

Dear Mayor Pennington:

As requested in your January 25, 2021, memorandum, Dalton Utilities has reviewed the annexation request of Tom Walters for 4044 acres located at 1534 East Walnut Avenue. The property is further described as parcel number 12-254-10-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

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

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner, P.E.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/1/2021

Agenda Item: The request of the request of Mike Vaughn to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.31 acres located at 326 Paige Street, Dalton, Georgia. Parcel (12-201-10-015)

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 and ordinance.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-04

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Rural Residential (R-5) Being A Tract Of Land Totaling 0.31 Acres Located At 326 Paige Street (Parcel No.: 12-201-10-015); To Provide An Effective Date; And For Other Purposes

WHEREAS, Mike Vaughn (Owner) has filed an application with the City to rezone property described as 326 Paige Street (Parcel No.: 12-201-10-015) (the Property);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting that 0.31 acres of the Property be rezoned to Rural Residential (R-5);

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-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on February 22, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

BE IT ORDAINED by the Mayor and Council of the City of Dalton 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 being the tract of land totaling 0.31-acre tract of land located at 326 Paige Street (Parcel No.: 12-201-10-015) is rezoned to Rural Residential (R-5) without conditions.

-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.

-5-

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.

-6-

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

-7-

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.

[Signatures on next page.]

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

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Council person _____, second by Council person _____ 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
Jason Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: February 25, 2021

SUBJECT: The request of Mike Vaughn to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.31 acres located at 326 Paige Street, Dalton, Georgia. Parcel (12-201-10-015)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 22, 2021 at 6:00 p.m. at the Edwards Park community center. 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 Mike Vaughn.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Calhoun.

Mike Vaughn stated that he had invested money into the renovation of the dwelling, but that in order for a buyer to obtain a mortgage on the subject property it would need to be a residential zone district. With no other comments heard for or against, this hearing closed at approximately 6:40pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Jody McClurg then made a motion to recommend the R-5 rezoning based on her agreement with the content of the staff analysis. David Pennington then seconded the motion and a unanimous recommendation to approve the rezoning followed, 5-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE: The request of Mike Vaughn to rezone a tract of land totaling 0.31 acres, zoned Heavy Manufacturing (M-2) and located at 326 Paige St. (Parcel 12-201-10-015) (Dalton)

The surrounding land uses and zoning are as follows: 1) To the north is a 1.42-acre tract of land containing a single-family detached dwelling zoned M-2; 2) to the east is a 5.69-acre tract that contains a large apartment complex zoned High-Density Residential R-7; 3) to the south is a 0.68-acre tract that is currently undeveloped and zoned M-2; 4) to the west is a 1.4-acre tract of land containing a modified single-family detached dwelling zoned R-7. All in all, a review of the zoning map shows an unusual mix of zone districts in this area.

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

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad Feb 15, 2021 (16 days notice) 2. Property posted Feb 15, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?		<u>X</u>	
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

A review of the zoning map indicates that this area is a convergence of High-Density Residential and Heavy Manufacturing zones, but a look into the existing land use shows us that the M-2 parcels in this area are, in fact, developed for residential use. This unusually placed M-2 zone district is mostly made

up of tracts developed for single-family uses. The reasoning for the unusual M-2 district is likely due to the City's former pyramid zoning ordinance which permitted all land uses within the M-2 zone district. Many developers and landowners sought the M-2 zone district under the pyramid ordinance in order to take advantage of its inherent flexibility. The Unified Zoning Ordinance does not allow for such flexibility in uses, but many individuals opted to remain zoned M-2 when the UZO was adopted in 2015. The R-5 rezoning would be much more in line with the existing and surrounding land uses in this area than the subject property's current M-2 zoning.

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

The subject property has been developed and utilized as a residential property for a number of years much like the surrounding properties. The M-2 zone district should practically never occur inside a residential area as it does in this particular case. Most all of the properties zoned M-2, in the vicinity of the subject property, are too limited in size to support heavy manufacturing land uses. While the potential for any realistic manufacturing land uses to occur on the subject property is unlikely, an M-2 district at this location could still pose a risk to the economic value of adjacent residential 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.

As stated previously, the M-2 zone district is not reflective of the adjacent or surrounding development. The proposed R-5 rezoning would be much better suited for the subject property.

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

N/A

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

The proposed rezoning would not change the existing land use by way of utility needs, traffic generation, or impact to other public infrastructure.

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

The Joint Comprehensive Plan's future development map indicates that the subject property is within the Town Neighborhood Revitalization character area. This character area is intended to promote reinvestment into aging neighborhoods. Residential land uses and infill development, reflective of the existing character of the neighborhood, are the recommended land uses within this character area. While some appropriate neighborhood commercial uses may be appropriate, the existing M-2 zone district would not oblige the intent of this character area. The proposed R-5 rezoning would be far more appropriate in implementing the intent of the Comprehensive Plan and Future Development Map at this location.

(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 proposed R-5 rezoning, if approved, would not constitute a spot zone nor would it introduce a character that does not already exist in this area.

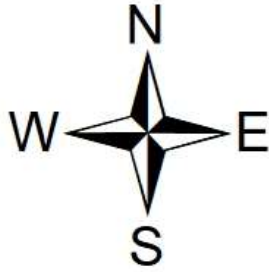
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

CONCLUSION: The staff recommendation is that the subject property is well suited for the requested R-5 rezoning based on the following factors:

1. The R-5 rezoning would be much more reflective of the existing development in this area.
2. The R-5 rezoning would bring the subject property into conformity.
3. The Comprehensive Plan and Future Development Map would be in agreeance with the proposed R-5 rezoning.

Vaughn Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

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

FEET
200





Vaughn Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

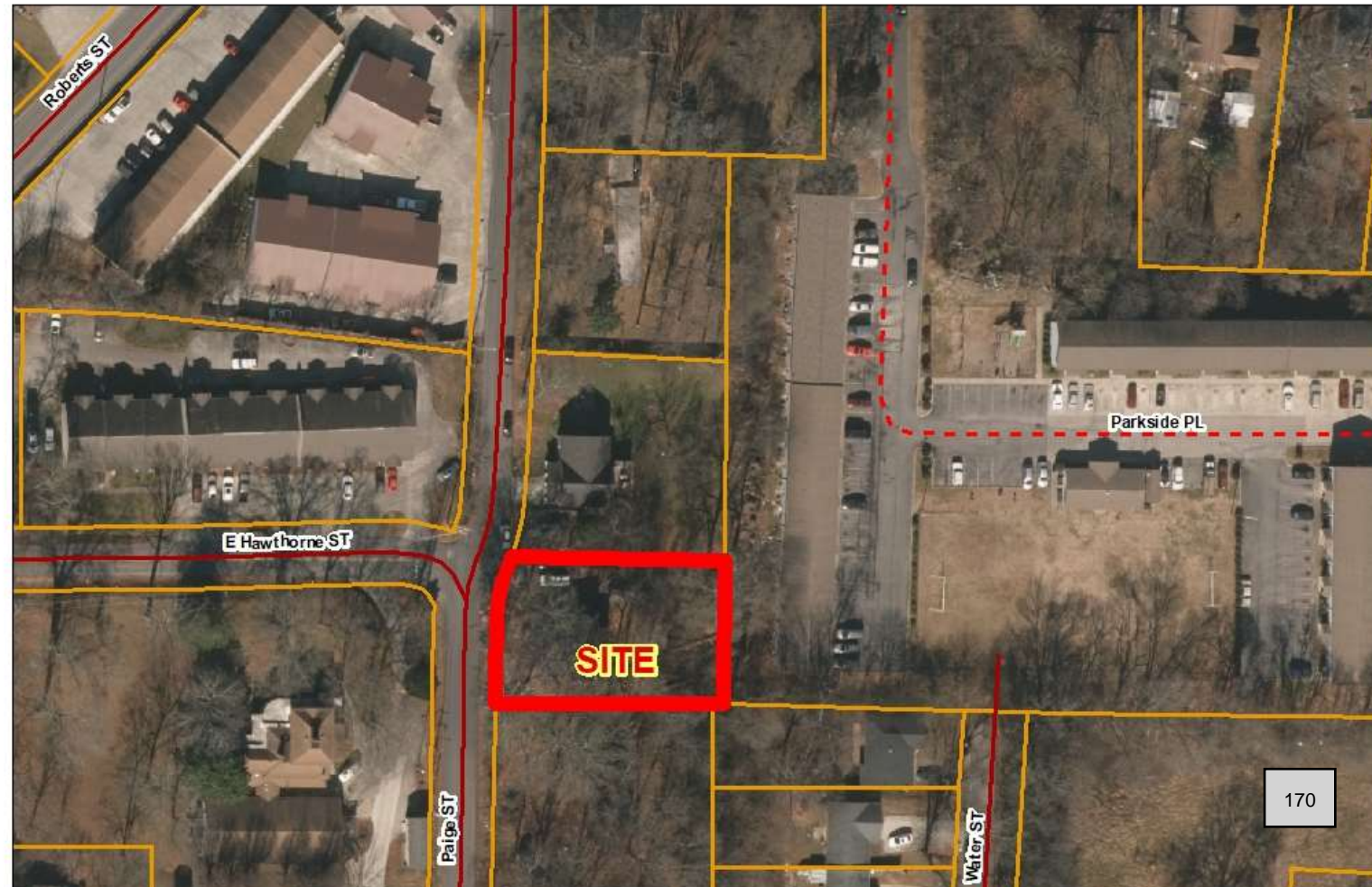
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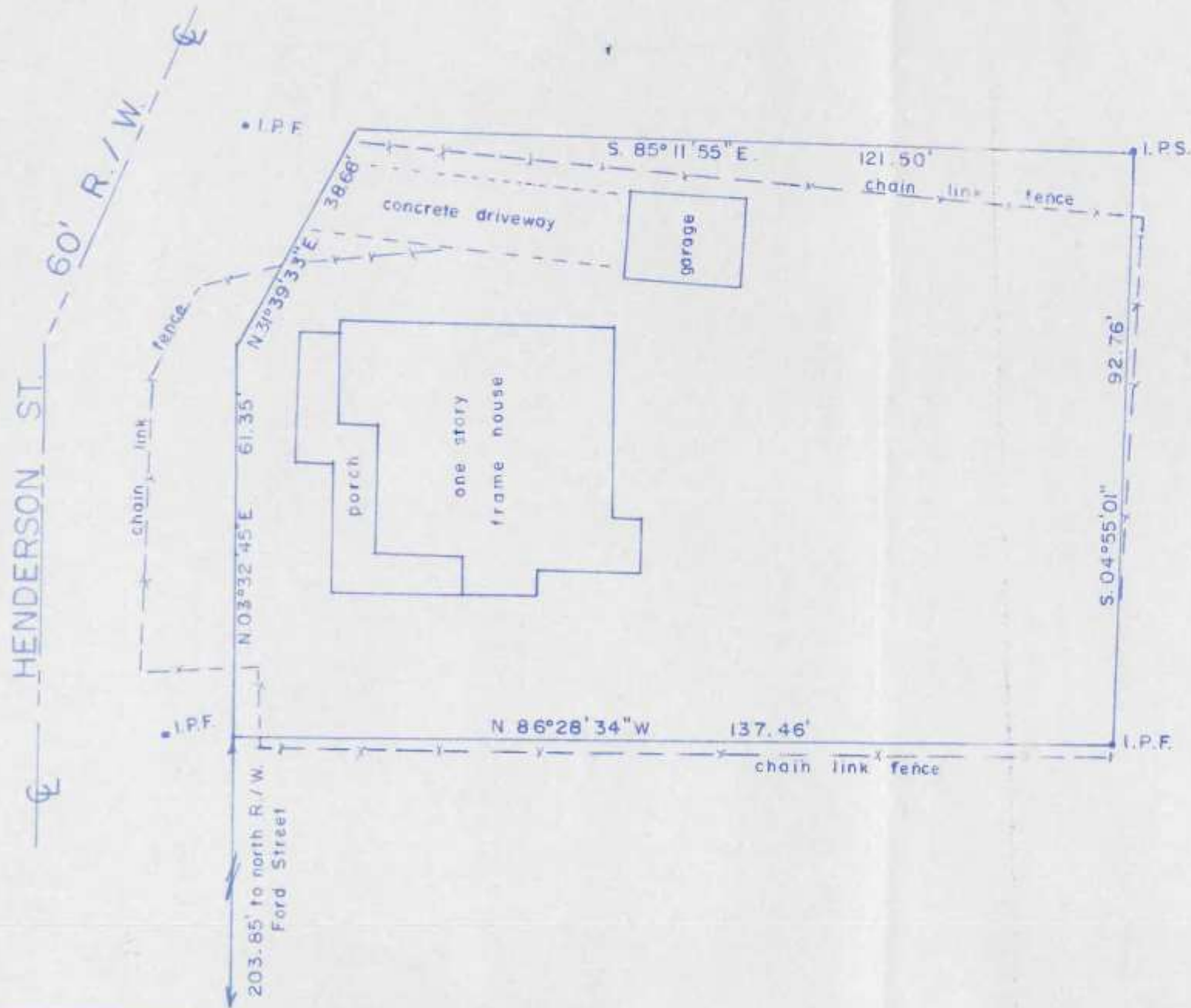




Vaughn Rezoning Request M-2, Heavy Manufacturing to R-5, Rural Residential City of Dalton Jurisdiction

**FEET
100**





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I hereby certify that I have
surveyed the property shown herein
and that the same is for the
purpose of the same as shown
by the plat provided by the United States
Corps of Engineers for use in the
demonstration of the Flood Hazard
Insurance Program.

E. Martin Smith

E. Martin Smith DALTON, GEORGIA
REGISTERED LAND SURVEYOR, No. 1

E. MARTIN SMITH & ASSOCIATES P.C.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 3514, DALTON, GA 30721
(404) 278-0413
martin smith





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

[illegible]



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3/1/2021

Agenda Item: The request of Sergio Paez to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.10 acres located at 624 S. Hamilton Street, Dalton, Georgia. Parcel (12-238-05-023)

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 and ordinance.

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: February 25, 2021

SUBJECT: The request of Sergio Paez to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.10 acres located at 624 S. Hamilton Street, Dalton, Georgia. Parcel (12-238-05-023)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on February 22, 2021 at 6:00 p.m. at the Edwards Park community center. 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 and Alexis Paez.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis, which was in not favor of the C-2 rezoning. Mr. Barr asked Calhoun if the most recent use of the subject property was known to which Calhoun stated he was uncertain. There were no further questions for Calhoun.

Alexis Paez translated for his father Sergio Paez, and Paez stated that, in light of the recommendation to deny, he and his father had a number of other uses in mind for the subject property as it is currently zoned. Paez then stated that the former use of the subject property had been a used car dealership, and he went on to say that he and his father had initially desired to reinstate a used car dealership. Chairman Lidderdale confirmed with Paez that they understood their options for the subject property as it is currently zoned. Paez did make a final statement that he and his father have operated a used car dealership and would do so with integrity if the rezoning is approved.

With no other comments heard for or against, this hearing closed at approximately 6:34pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Scott DeLay then made a motion to recommend a denial of the C-2 rezoning based on his agreement with the content of the staff analysis. Eric Barr then seconded the motion and a unanimous recommendation to deny the rezoning followed, 5-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE: The request of Sergio Paez to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.10 acres located at 624 S. Hamilton Street, Dalton, Georgia. Parcel (12-238-05-023).

The surrounding land uses and zoning are as follows: 1) To the north is an undeveloped 0.9-acre tract of land zoned C-4; 2) to the east, across S. Hamilton St., is a 0.35-acre tract that contains a commercial structure zoned C-4; 3) to the south is a 0.13-acre tract that contains a small commercial building and is zoned C-4; 4) to the west is a 0.08-acre tract of land containing a non-conforming single-family detached dwelling zoned C-4. All in all, a review of the zoning map shows a highly consistent C-4 zone district in this area.

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

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad Feb 15, 2021 (16 days notice) 2. Property posted Feb 15, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?		<u>X</u>	
D. The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

A review of the zoning map indicates that this area is well within the C-4 zone district. The C-4 zone district is intended to permit the same type of commercial land use as seen in the C-3 Central Business

District in a conventional off-street parking environment. The subject property is entirely surrounded by the C-4 zone district and there is no existing C-2 zone district in the immediate vicinity. The proposed C-2 rezoning would, if approved, introduce a much higher commercial intensity than is permitted in C-4.

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

While the proposed C-2 rezoning may not have an immediate negative impact on the surrounding property values, the type of land uses permitted within C-2 may discourage developers and investors in the area from redeveloping and investing along this critical downtown gateway corridor.

(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.

There are many commercial retail, office, and service uses that could occupy the subject property as it is currently zoned. The subject property's limited size would make the proposed used car lot difficult to house inventory and allow for safe ingress/egress for prospective customers.

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

N/A

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

There is no expectation that this rezoning would have a negative impact on utilities or public infrastructure. It is worth restating that safe ingress and egress of the subject property would be difficult and potentially unsafe if much of the property's lot is occupied by automobile inventory.

(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 and Future Development Map show the subject property to be well within the Downtown/Town Center character area. This character area is intended to illustrate the continued growth and investment of the downtown and central business district. The existing grid pattern streets and connected pedestrian infrastructure are already in place to support the growth of downtown into this area. One of the most significant outcomes of the most recent Comprehensive Plan was the significance of Dalton's downtown district and its continued growth and investment. To approve a C-2 rezoning at this location would contradict the intent of the Comprehensive Plan and Downtown 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.

While the proposed C-2 rezoning would create an island of C-2 entirely surrounded by a large C-4 district, it would not be considered a "spot zone." The proposed rezoning would, however, introduce a wedge of C-2 into the C-4 district that could set an unintentional precedent for higher commercial

intensity in this area.

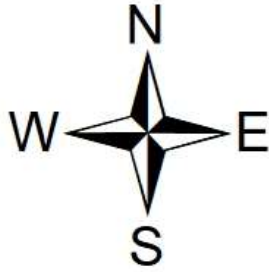
(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence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

N/A

CONCLUSION: The staff recommendation is that the subject property is not suited for the requested C-2 rezoning based on the following factors:

1. The C-2 rezoning would not reflective of the existing zoning and development in this area.
2. The C-2 rezoning would be in conflict with the intent of the Comprehensive Plan and downtown character area.

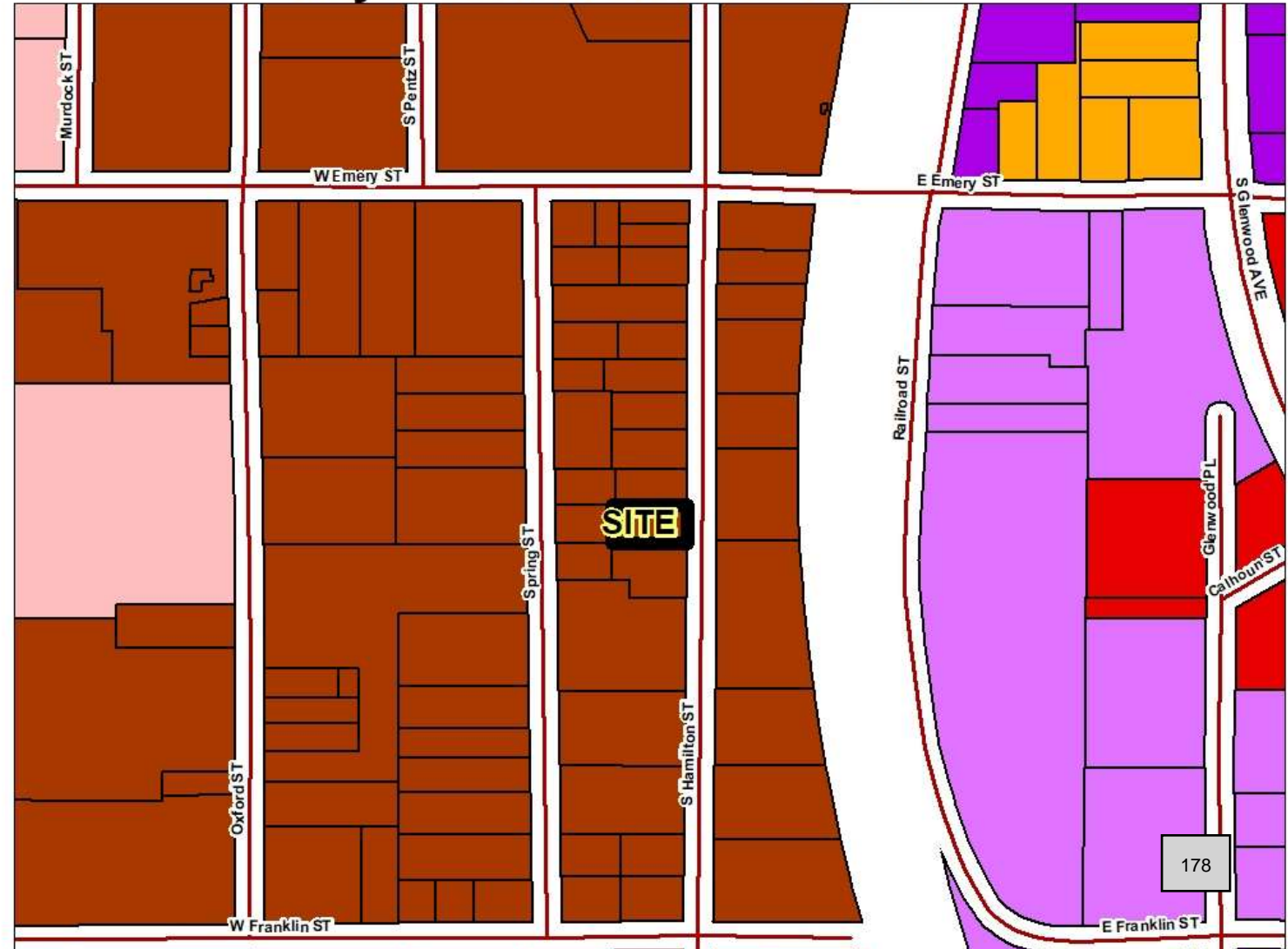
Paez Rezoning Request C-4, Transitional Commercial to C-2, General Commercial City of Dalton Jurisdiction



ZONING

-  Rural Residential (R-5)
-  Limited Commercial (C-1A)
-  General Commercial (C-2)
-  Transitional Commercial (C-4)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

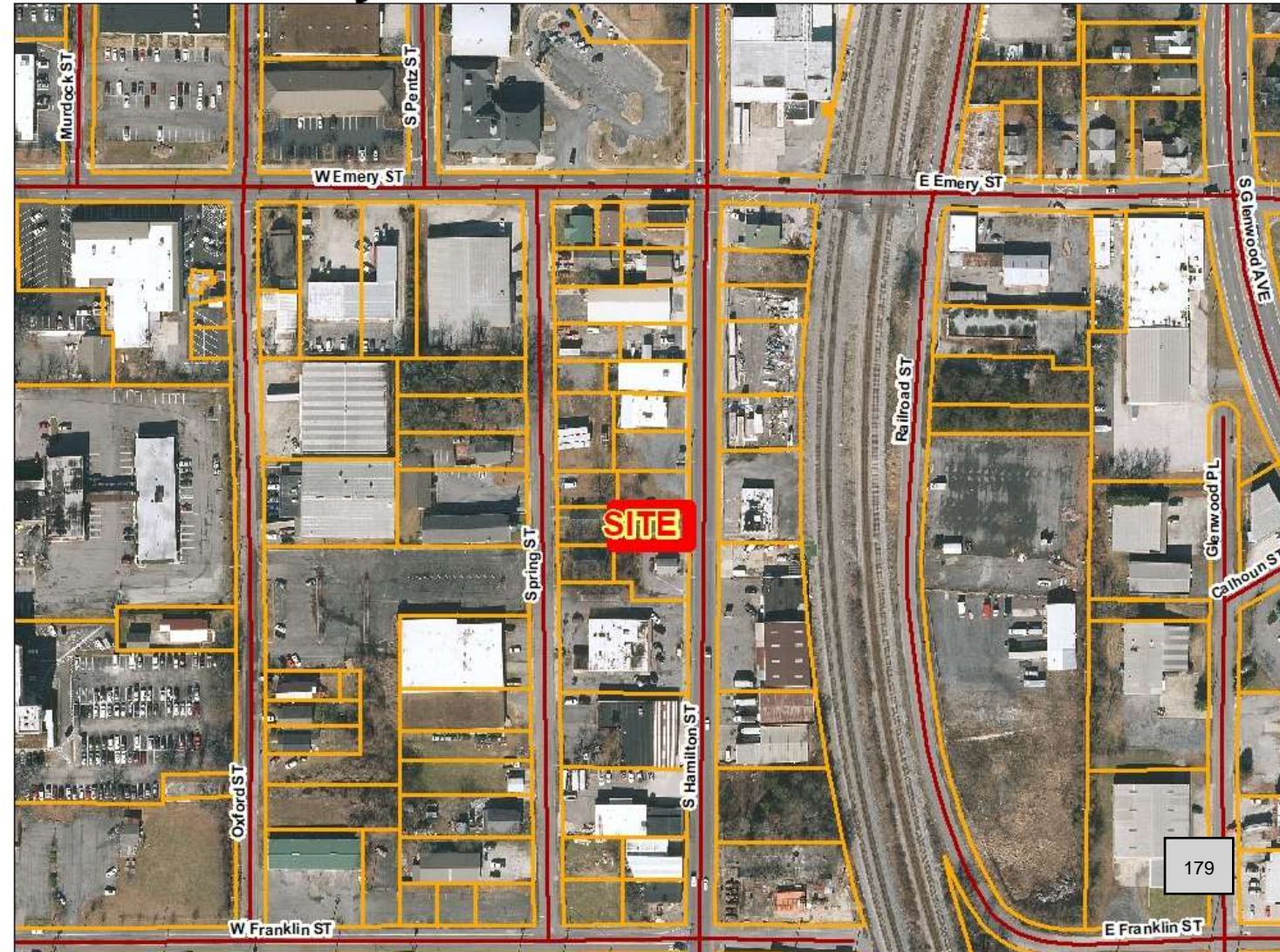
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**Paez Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



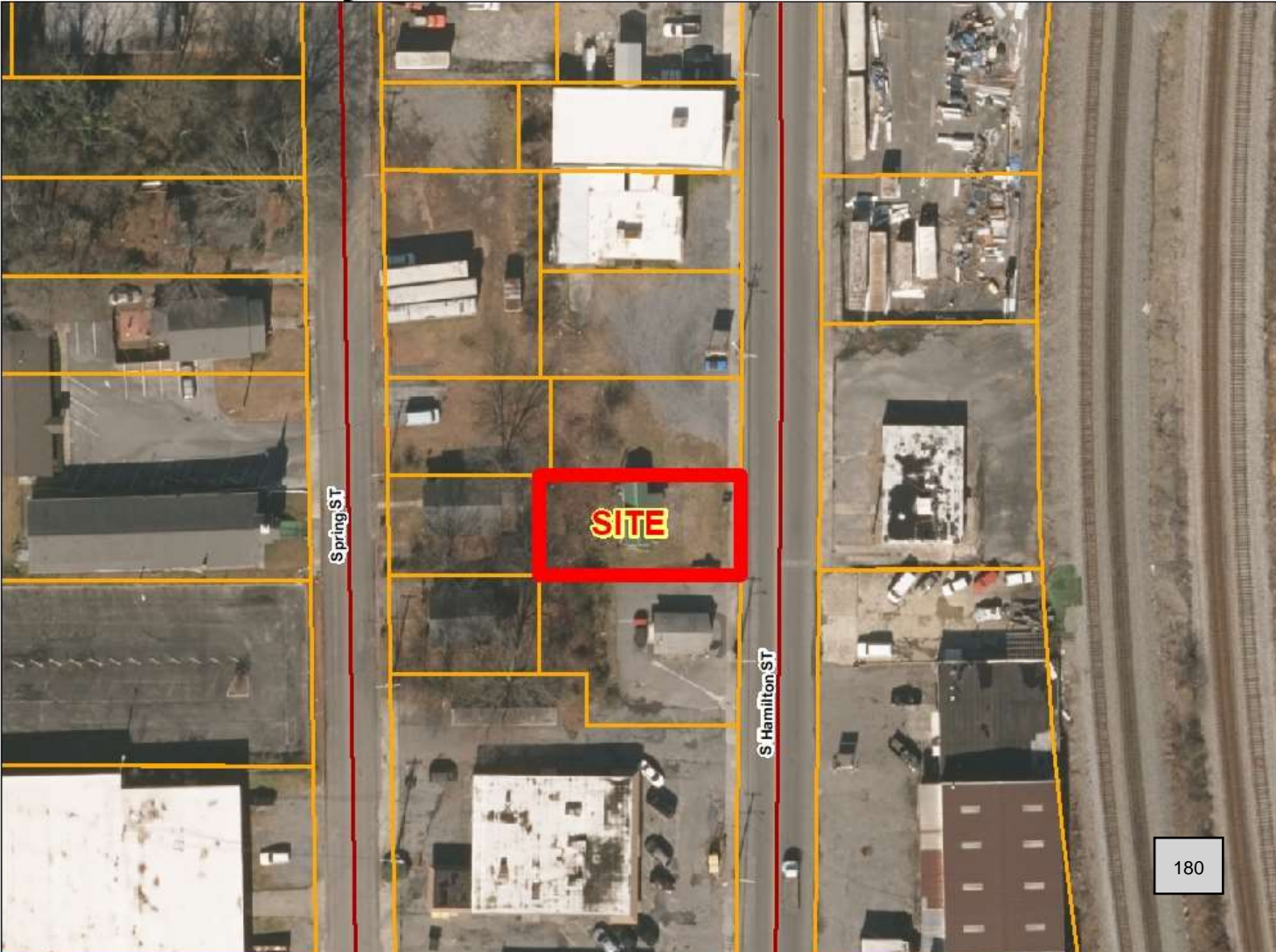
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150**



Paez Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction



FEET
100



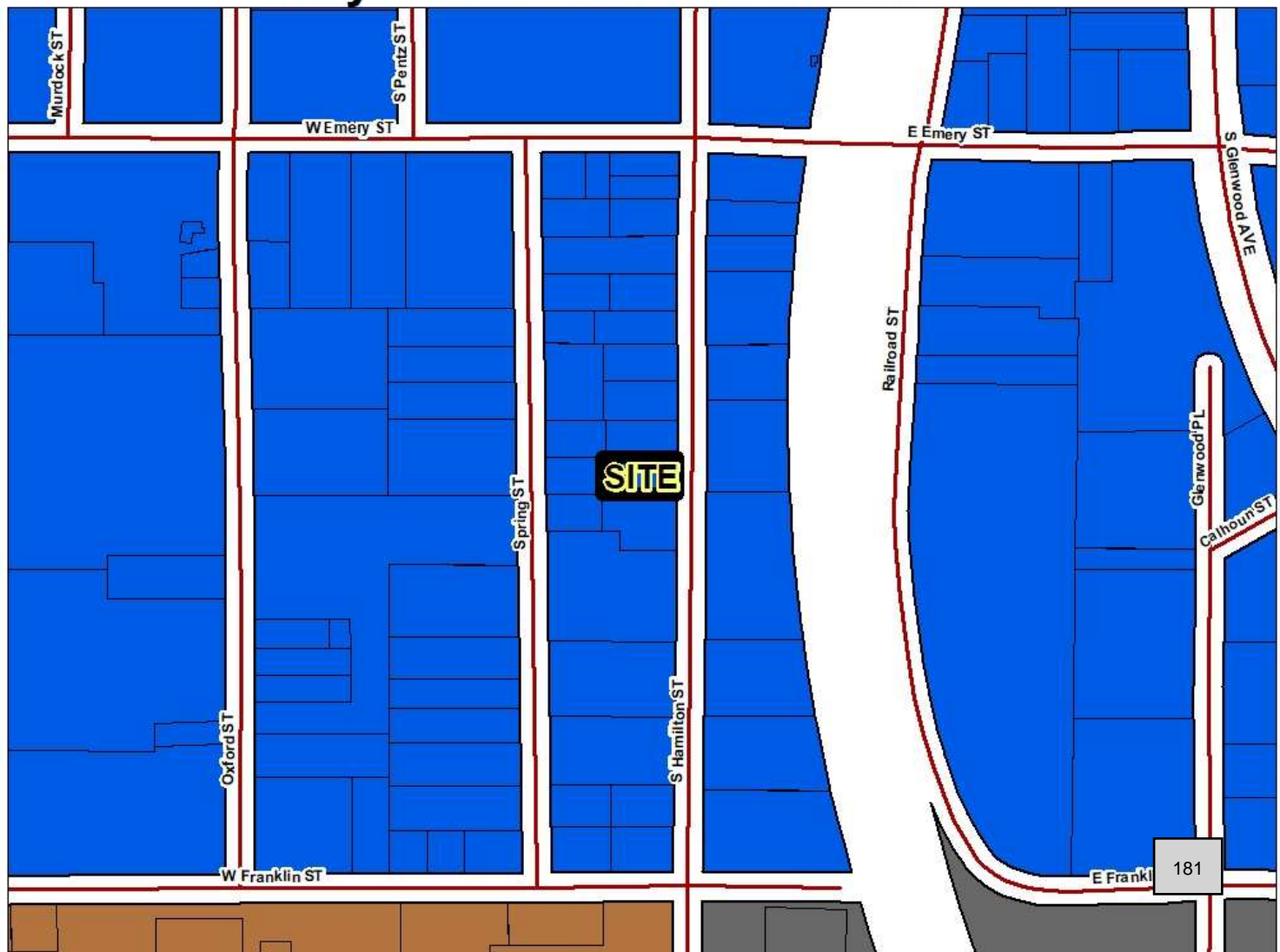
**Paez Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



FUTURE DEVELOPMENT MAP

	Commercial
	Downtown/Town Center
	Industrial

**FEET
150**





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-1-21

Agenda Item: DWSWMA Employee Lease Agreement

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget N/A

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

Updated version of employee lease agreement with Dalton-Whitfield Solid Waste Management Authority.

CITY OF DALTON EMPLOYEE LEASE AGREEMENT

THIS EMPLOYEE LEASE AGREEMENT entered into this ____ day of _____ 2021 between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City") and the Dalton-Whitfield Regional Solid Waste Management Authority, an Authority created pursuant to the provisions of O.C.G.A. §12-8-53 (the "Authority").

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

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

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

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

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

- (b) The Executive Director of the Authority is authorized by the City to hire, fire, or discipline the Leased Employees. However, prior to taking any such action, the Executive Director will consult with Human Resources Department of the City or such other person as designated by the City.
- (c) The Authority shall establish and direct the daily duties and hours of work of the Leased Employees. Provided, however, the Leased Employees shall be subject to, and the Authority shall comply with, the City's published employee policies and procedures. The Authority shall timely provide the City with the time records of the Leased Employees and such other information as the City may reasonably request that pertains to the Leased Employees.
- (d) The Authority shall be responsible for and shall provide all training required for the Leased Employees.
- (e) The Authority shall determine the salary and terms of any compensation package for the Leased Employees and any modifications due to merit raises or cost of living adjustments.

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

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

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

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

7. **Termination.** This Agreement may be terminated by either party upon six (6) months written notice to the other party. Upon termination, the Authority shall pay to the City all sums due under paragraph 5 of this Agreement through the date of termination.

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

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

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

[Signatures on next page.]

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

City of Dalton

By: _____

Mayor

Attest: _

City Clerk

Dalton-Whitfield Regional Solid Waste Management Authority

By: _____

Chairperson

Attest: _

Secretary



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03-01-21

Agenda Item: Resolution 21-03 Approving City of Dalton Building Authority Bond Resolution Authorizing Issuance of Revenue Bonds Not to Exceed \$21 Million.

Department: Finance & Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget NA

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

Resolution 21-03 Approving City of Dalton Building Authority Bond Resolution Authorizing Issuance of Revenue Bonds Not to Exceed \$21 Million.

CITY OF DALTON
RESOLUTION
Resolution No. 21-03

DRAFT DATE: 02/24/21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA (THE “CITY”), TO APPROVE THE BOND RESOLUTION OF THE CITY OF DALTON BUILDING AUTHORITY AUTHORIZING THE ISSUANCE OF THE CITY OF DALTON BUILDING AUTHORITY REVENUE BONDS (CITY OF DALTON PROJECTS), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$21,000,000; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT BETWEEN THE AUTHORITY AND THE CITY; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, The City of Dalton Building Authority (the “Authority”) is a public body corporate and politic duly created and existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an amendment to the Constitution of the State (1968 Ga. Laws, p. 1466, *et seq.*, as continued 1986 Ga. Laws, p. 5547, *et seq.*, as hereafter amended) (the “Amendment”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Amendment) including the acquisition, construction and improvement of buildings and facilities for use by the City of Dalton, Georgia (the “City”) for its governmental, proprietary and administrative functions, or for the purpose of refunding, as provided in the Amendment, any such bonds of the Authority previously issued to finance or refinance the cost of a project; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, including the Revenue Bond Law, and a resolution adopted by the Authority on April 8, 2010, the Authority issued its The City of Dalton Building Authority (Georgia) Revenue Bonds (Taxable –

City of Dalton
Resolution 21-03
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Recovery Zone Economic Development Bonds – Direct Payment), Series 2010, in the original aggregate principal amount of \$5,600,000 (the “Series 2010 Bonds”), for the purpose of providing funds to (a) finance, in whole or in part, the cost of the acquisition of property, construction and equipping of a new Community Center, and renovations and improvements to recreation facilities including James Brown Park for the citizens of the City (the “2010 Projects”) and (b) pay the costs of issuance thereof; and

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Authority and the City entered into an Intergovernmental Agreement, dated as of April 8, 2010 (the “2010 Contract”), pursuant to which the Authority agreed to issue the Series 2010 Bonds to finance the acquisition, construction and installation of the 2010 Projects, and the City, in consideration of the Authority’s doing so, agreed to pay to the Authority amounts sufficient to pay the principal of and interest on the Series 2010 Bonds; and

WHEREAS, the Series 2010 Bonds are currently outstanding the aggregate principal amount equal to \$3,175,000; and

WHEREAS, because of present market conditions it is advisable, feasible and in the best interest of the Authority and the City that all or a portion of the Series 2010 Bonds (the “Refunded Bonds”) be refunded and called for redemption, in order to effect a savings in the debt service requirements on the City’s outstanding bonded indebtedness, and the Authority and the City have determined, after their own independent study and investigation, that it is in the best interest of the Authority and the City to refund the Refunded Bonds; and

WHEREAS, the Authority and the City propose to acquire, construct and install certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “2021 Projects,” and, together with the 2010 Projects, the “Projects”), as more fully described in the Project Report attached as Appendix C to the Bond Resolution (defined below); and

WHEREAS, the City has requested that the Authority issue its Revenue Bonds (City of Dalton Projects), Series 2021, in the aggregate principal amount of not to exceed \$21,000,000 (the “Series 2021 Bonds”) to provide funds to (i) finance the acquisition, construction and installation of the 2021 Projects, (ii) refund the Refunded Bonds and (iii) pay expenses necessary to accomplish the foregoing; and

WHEREAS, the Series 2021 Bonds shall be issued pursuant to a resolution of the Authority, adopted on February 26, 2021 (the “Bond Resolution”), a form of which is attached hereto as Exhibit A; and

WHEREAS, the exact aggregate principal amount of the Series 2021 Bonds and interest rates thereon and the Series 2010 Bonds to be refunded will be determined by the Authority in a resolution supplementing the Bond Resolution (the “Supplemental Bond Resolution”); and

WHEREAS, the Authority and the City propose to enter into an Intergovernmental Contract (the “Contract”), pursuant to which the Authority will agree to provide funds to acquire, construct and install the 2021 Projects and refund the Refunded Bonds, and the City will agree to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2021 Bonds (the “Contract Payments”); and

WHEREAS, the Series 2021 Bonds will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, the City proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2021 Bonds (the “Preliminary Official Statement”), authorize the execution, delivery and use of an Official Statement relating to the Series 2021 Bonds (the “Official Statement”) and “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the City proposes to authorize the execution, delivery and performance of a Continuing Disclosure Certificate (the “Disclosure Certificate”) to assist the initial purchaser of the Series 2021 Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

WHEREAS, it is necessary and proper that the Mayor and Council of the City approve the form of the Bond Resolution and the Contract, and authorize the Mayor to execute the Contract and the Disclosure Certificate.

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

The City has made a finding of fact that:

- 1) The Projects are “projects” and/or “undertakings” as defined pursuant to the Amendment or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Amendment; and
- 2) Following study and investigation, the City has determined that it is in the best interests to enter into the Contract with the Authority in connection with the Projects for the benefit of the City and its citizens;

BE IF FURTHER RESOLVED, as follows:

1. The Mayor and Council of the City hereby approve the form of the Bond Resolution, adopted by the Authority on February 26, 2021, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Mayor of the City (the “Mayor”).

2. The Mayor is authorized and directed to cause to be prepared an answer to be filed

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in validation proceedings requesting that the Series 2021 Bonds and the security therefor be declared valid in all respects.

3. The execution, delivery and performance by the City of the Contract, in substantially the form attached hereto as Exhibit B, between the City and the Authority be and the same are hereby authorized. The Mayor is authorized to agree to any amendments to the Contract as may be necessary prior to the issuance of each series of the Series 2021 Bonds, and the execution and delivery of any such amendments shall be conclusive evidence of such approval. The Clerk of the City is authorized to attest the execution by the Mayor of the Contract and to affix the seal of the City to such documents.

4. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be in substantially the forms presented for approval at the meeting of the Mayor and Council of the City to adopt the Supplemental Resolution.

5. Prior to the execution of the Contract, and any amendments thereto, the Disclosure Certificate or other documents, the Mayor may approve any exhibits thereto and such other changes or additions as may be necessary and desirable to effect the purposes of this resolution, and the execution of the Contract, the Disclosure Certificate or other documents by the Mayor shall be conclusive evidence of such approval.

6. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that such Official Statement is in substantially the same form as the respective Preliminary Official Statement. The execution of the Official Statement by the Mayor, as hereby authorized shall be conclusive evidence of the approval of any such changes.

7. The execution and delivery of a certificate deeming the Preliminary Official Statement final for purpose of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby authorized and approved.

8. The Mayor, Clerk of the City, and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2021 Bonds in accordance with the Bond Resolution and any amendments or supplemental resolutions of the Authority and to fulfill the obligations of the City pursuant to the Contract, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

9. The Contract, and any amendment thereto, the Disclosure Certificate and the Official Statement shall not be executed by the Mayor until the Mayor and Council of the City have been provided a certified copy of the Supplemental Bond Resolution and have adopted a supplemental resolution approving such Supplemental Bond Resolution and the final terms for the Series 2021 Bonds.

10. The Mayor is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2021 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2021 Bonds.

11. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of the Mayor or Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Contract or on the Series 2021 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

12. From and after the execution and delivery of the Contract, and any amendments thereto and the Disclosure Certificate, the Mayor is hereby authorized, empowered, and directed to perform all actions and things, relating to the Contract and the issuance of the Series 2021 Bonds, and to execute all such documents as may be necessary to carry out and comply with the provisions of said Contract, and any amendments thereto, as executed, and is further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2021 Bonds and the execution and delivery of the Contract. The Clerk of City is authorized, empowered, and directed to attest the signatures of the Mayor, as and if necessary, with the signatures of such persons to be conclusive evidence of their authority to do and perform such actions and things.

13. All acts and doings of the Mayor which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Series 2021 Bonds and the execution, delivery and performance of the Contract, and any amendments thereto, and the Disclosure Certificate shall be, and the same hereby are, in all respects approved and confirmed.

14. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

15. All ordinances, resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

16. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 1st day of March, 2021.

CITY OF DALTON, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
Clerk

Exhibit A

Bond Resolution

BOND RESOLUTION

RESOLUTION OF THE CITY OF DALTON BUILDING AUTHORITY TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (CITY OF DALTON PROJECTS), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$21,000,000, TO PROVIDE FUNDS TO (I) FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN PROJECTS FOR THE BENEFIT OF THE CITY OF DALTON, GEORGIA, (II) REFUND ALL OR A PORTION OF THE OUTSTANDING THE CITY OF DALTON BUILDING AUTHORITY (GEORGIA) REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010 AND (III) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF DALTON, GEORGIA; AND FOR OTHER RELATED PURPOSES.

Adopted on

February 26, 2021

This document was prepared by

Gray, Pannell & Woodward LLP
347 W. Hancock Ave., Suite 100
Athens, Georgia 30601

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BOND RESOLUTION

RESOLUTION OF THE CITY OF DALTON BUILDING AUTHORITY TO PROVIDE FOR THE ISSUANCE OF ITS REVENUE BONDS (CITY OF DALTON PROJECTS), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$21,000,000, TO PROVIDE FUNDS TO (I) TO FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN PROJECTS FOR THE BENEFIT OF THE CITY OF DALTON, GEORGIA, (II) REFUND ALL OR A PORTION OF THE OUTSTANDING THE CITY OF DALTON BUILDING AUTHORITY (GEORGIA) REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010 AND (III) PAY EXPENSES NECESSARY TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE HOLDERS OF THE BONDS ISSUED HEREUNDER; TO AUTHORIZE AND APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF DALTON, GEORGIA; AND FOR OTHER RELATED PURPOSES.

WHEREAS, The City of Dalton Building Authority (the “Authority”) is a public body corporate and politic duly created and existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an amendment to the Constitution of the State (1968 Ga. Laws, p. 1466, *et seq.*, as continued 1986 Ga. Laws, p. 5547, *et seq.*, as hereafter amended) (the “Amendment”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Amendment) including the acquisition, construction and improvement of buildings and facilities for use by the City of Dalton, Georgia (the “City”) for its governmental, proprietary and administrative functions, or for the purpose of refunding, as provided in the Amendment, any such bonds of the Authority previously issued to finance or refinance the cost of a project; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, including the Revenue Bond Law, and a resolution adopted by the Authority on April 8, 2010 (the “Series 2010 Bond Resolution”), the Authority issued The City of Dalton Building Authority (Georgia) Revenue Bonds (Taxable – Recovery Zone Economic Development Bonds – Direct Payment), Series 2010, in the original aggregate principal amount of \$5,600,000 (the “Series 2010 Bond”), for the purpose of providing funds to (a) finance, in whole or in part, the cost of the acquisition of property, construction and equipping of a new Community Center, and renovations and improvements to recreation facilities including James Brown Park for the citizens of the City (the “2010 Projects”) and (b) pay the costs incident issuance thereof; and

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Authority and the City entered into an Intergovernmental Agreement, dated as of April 8, 2010 (the “2010 Contract”), pursuant to which the Authority agreed to issue the Series 2010 Bonds to finance the 2010 Projects, and the City, in consideration of the Authority’s doing so, agreed to pay to the Authority amounts sufficient to pay the principal of and interest on the Series 2010 Bonds; and

WHEREAS, the Series 2010 Bonds are currently outstanding the aggregate principal amount equal to \$3,175,000; and

WHEREAS, because of present market conditions it is advisable, feasible and in the best interest of the Authority and the City that all or a portion of the Series 2010 Bonds (the “Refunded Bonds”) be refunded and called for redemption, in order to effect a savings in the debt service requirements on the City’s outstanding bonded indebtedness, and the Authority and the City have determined, after their own independent study and investigation, that it is in the best interest of the Authority and the City to refund the Refunded Bonds; and

WHEREAS, the Authority and the City propose to acquire, construct and install certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “2021 Projects,” and, together with the 2010 Projects, the “Projects”), as more fully described in the Project Report attached hereto as Exhibit C; and

WHEREAS, after careful study and investigation, the Authority proposes to issue its Revenue Bonds (City of Dalton Projects), Series 2021, in the aggregate principal amount of not to exceed \$21,000,000 (the “Series 2021 Bonds”), for the purpose of providing funds to (a) finance the acquisition, construction and installation of the 2021 Projects, (b) refund the Refunded Bonds and (c) pay the costs incident thereto; and

WHEREAS, the Authority and the City propose to enter into an Intergovernmental Contract (the “Contract”), pursuant to which the Authority will agree to provide funds to acquire, construct and install the 2021 Projects and refund the Refunded Bonds, and the City will agree to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2021 Bonds (the “Contract Payments”); and

WHEREAS, the Series 2021 Bonds will be secured by a first lien on the Contract and the Contract Payments; and

WHEREAS, the Authority proposes to authorize the use and distribution of a Preliminary Official Statement relating to the Series 2021 Bonds (the “Preliminary Official Statement”), authorize the execution, delivery and use of an Official Statement relating to the Series 2021 Bonds (the “Official Statement”) and “deem final” the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission; and

WHEREAS, the Authority has retained the services of Davenport & Company LLC, to act as financial advisor for the Series 2021 Bonds (the “Financial Advisor”); and

WHEREAS, the Financial Advisor has advised that it is in the best interest of the Authority to prepare a notice of sale to be submitted to prospective underwriters and purchasers of the Series 2021 Bonds and to receive competitive bids; and

WHEREAS, the Authority and the City desire to authorize and direct (i) the Financial Advisor to prepare and publish the appropriate notices of sale for the Series 2021 Bonds and to have the Chief Financial Officer of the City review all bids received in accordance with such notices; and (ii) the Chief Financial Officer of the City to award the sale of the Series 2021 Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest cost to the Authority and the City.

NOW, THEREFORE, BE IT RESOLVED, by The City of Dalton Building Authority, and it is hereby resolved by authority of same, as follows:

(1) Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

(2) Findings. It is hereby ascertained, determined and declared that:

(a) The refunding of the Refunded Bonds and the refinancing of the 2010 Projects with the proceeds of the 2021 Bonds are lawful and valid public purposes in that they will further the public purposes to be served by the Amendment.

(b) The acquisition, construction and installation of the 2021 Projects are lawful and valid public purposes in that they will further the public purposes to be served by the Amendment;

(c) The Projects are “projects” and/or “undertakings” as defined pursuant to the Amendment or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Amendment; and

(d) the specified payments to be received by the Authority under the Contract will be fully sufficient to pay the principal of and interest on the Series 2021 Bonds as the same become due and payable; and

BE IF FURTHER RESOLVED, as follows:

ARTICLE I.

DEFINITIONS

In addition to the terms hereinabove defined, whenever the following terms are used in this Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the meaning set forth in the Contract or set forth below:

“2010 Projects” means the projects originally financed with the proceeds of the Series 2010 Bonds and refinanced with the proceeds of the 2021 Bonds.

“2021 Projects” mean the projects financed with the proceeds of the Series 2021 Bonds described more fully in the Project Report.

“Amendment” means an amendment to the Constitution of the State of Georgia (1968 Ga. Laws, p. 1466, *et seq.*, as continued 1986 Ga. Laws, p. 5547, *et seq.*, as thereafter amended), which created the Authority.

“Additional Bonds” means any revenue bonds of the Authority ranking on a parity with the Series 2021 Bonds which may hereafter be issued pursuant to Section 2.10 hereof.

“Agent Member” means a member of, or participant in, the Securities Depository.

“Authority” means The City of Dalton Building Authority and its successors and assigns.

“Beneficial Owners” shall mean the owners of a beneficial interest in the Series 2021 Bonds registered in Book-Entry Form.

“Bond Registrar” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns or any successor commercial bank or banks appointed by the Authority and approved by the City to serve as bond registrar, in accordance with the terms of this Bond Resolution and any supplemental resolution, for any series of Bonds secured by this Bond Resolution.

“Bond Resolution” means this Bond Resolution, as same may be supplemented from time to time.

“Bondholders” and “owners” mean the registered owners of the outstanding Bonds.

“Bonds” means the Series 2021 Bonds and any Additional Bonds authorized by and issued pursuant to this Bond Resolution.

“Book-Entry Form” or “Book-Entry System” shall mean, with respect to the Series 2021 Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Series 2021 Bonds and bond service charges may be transferred only through book entry and (ii) physical Series 2021 Bonds in fully registered form are registered only in the name of a Securities

Depository or its nominee as holder, with physical Series 2021 Bonds in the custody of a Securities Depository.

“Business Day” means a day which is not (a) a Saturday, a Sunday or a legal holiday on which banking institutions in the State of Georgia or the State of New York are authorized by law or executive order to close or (b) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to close.

“City” means the City of Dalton, Georgia and its successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended and any applicable regulations thereunder.

“Cost of Issuance Fund” means The City of Dalton Building Authority Cost of Issuance Fund – City of Dalton Projects, Series 2021 created pursuant to Section 4.05 of this Bond Resolution.

“Cost of Issuance Fund Depository” means initially Bank OZK, Dalton, Georgia and its successors and assigns, or any successor cost of issuance fund depository hereafter appointed by the Authority and approved by the City; provided, however, the Cost of Issuance Fund Depository shall at all times be a commercial bank or trust company.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association or corporation designated in any resolution of the Issuer supplemental hereto to serve as securities depository for a series of Bonds.

“Fiscal Year” means the period commencing on the 1st day of January in each calendar year and extending through the 31st day of December of the following year, or such other period as shall hereafter be adopted by the City as herein provided.

“Government Obligations” means (a) direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of and the interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par by anyone other than the holder.

“Interest Payment Date” means the 1st day of each February and August of each year or such other dates as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2021 Bonds.

“Contract” means the Contract, between the Authority and the City, with respect to the Projects, as the same from time to time may be amended.

“Contract Payments” means the payments which are to be received by the Authority pursuant to Section 4.2 of the Contract, which are equal to the amounts sufficient to enable the Authority to pay the principal of and interest on the Bonds as the same become due, whether at maturity or by proceedings for mandatory redemption; provided, however, the City shall receive a credit against any required Contract Payment to the extent moneys are on deposit in the Sinking Fund and available to pay the principal of and interest on the Bonds coming due on the next succeeding Interest Payment Date, as the case may be. In addition to the foregoing, each Contract Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of this Bond Resolution and any deficit in any preceding Contract Payment.

“Paying Agent” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns, or any successor commercial bank or banks appointed by the Authority and approved by the City to serve as paying agent, in accordance with the terms of this Bond Resolution and any supplemental resolution, for any series of Bonds secured by this Bond Resolution.

“Permitted Investments” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

- (1) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;
- (2) Bonds or obligations of such county, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of the State of Georgia or other states or of other counties, municipal corporations, and political subdivisions of the State of Georgia;
- (3) Bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;
- (4) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;
- (5) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States

government;

(6) Certificates of deposit of national or state banks located within this state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state or with a trust office within this state, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations described in (3) above, obligations of the agencies and instrumentalities of the United States government described in (4) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities described in (5) above;

(7) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) The portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (3) and (4) above and repurchase agreements fully collateralized by any such obligations;

(B) Such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) Such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) Securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(8) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank

or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

(9) any other investments authorized by the laws of the State of Georgia.

“Projects” means the 2010 Projects and the 2021 Projects.

“Project Fund” means The City of Dalton Building Authority Project Fund – City of Dalton Projects, Series 2021 created in Section 4.03 of this Bond Resolution.

“Project Fund Custodian” means initially Bank OZK, Dalton, Georgia, its successors and assigns, or any successor project fund custodian hereafter appointed by the Authority and approved by the City; provided, however, the Project Fund Custodian shall at all times be a commercial bank or trust company.

“Project Report” shall mean the project report attached hereto as Exhibit C.

“Record Date” means the fifteenth day of the month next preceding the Interest Payment Date.

“Refunded Bonds” means all or a portion of the outstanding Series 2010 Bonds. The Series 2010 Bonds to be refunded shall be specified by the Authority in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2021 Bonds.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Series 2010 Bonds” means the \$5,600,000 in original aggregate principal amount of The City of Dalton Building Authority (Georgia) Revenue Bonds (Taxable – Recovery Zone Economic Development Bonds – Direct Payment), Series 2010.

“Series 2021 Bonds” means the not to exceed \$21,000,000 in aggregate principal amount of The City of Dalton Building Authority Revenue Bonds (City of Dalton Projects), Series 2021 authorized to be issued pursuant to Article II of this Bond Resolution.

“Sinking Fund” shall mean The City of Dalton Building Authority Sinking Fund – City of Dalton Projects created in Section 5.01 of this Bond Resolution.

“Sinking Fund Custodian” means initially U.S. Bank National Association, Atlanta, Georgia and its successors and assigns, or any successor sinking fund custodian hereafter appointed by the Authority and approved by the City; provided, however, the Sinking Fund Custodian shall at all times be a commercial bank or trust company.

“Sinking Fund Investments” shall mean (a) obligations of the United States and its agencies and instrumentalities unconditionally guaranteed by the United States, (b) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation, provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured, and (c) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated.

“Sinking Fund Year” shall mean the period commencing on the 2nd day of February in each year and extending through the 1st day of February in the next year or such other dates as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2021 Bonds.

Whenever used in this Bond Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates.

[END OF ARTICLE I]

ARTICLE II.

AUTHORIZATION AND TERMS OF SERIES 2021 BONDS; AND FORM AND REGISTRATION OF SERIES 2021 BONDS

Section 2.01 Authorization of Series 2021 Bonds.

There are hereby authorized to be issued the Series 2021 Bonds designated as “The City of Dalton Building Authority Revenue Bonds (City of Dalton Projects), Series 2021” in the aggregate principal amount of not to exceed \$21,000,000. The Series 2021 Bonds are authorized to be issued for the purpose of providing funds to finance, in whole or in part, the costs of (i) acquiring, constructing and installing the 2021 Projects, (ii) refunding of the Refunded Bonds and (iii) issuing the Series 2021 Bonds.

The Series 2021 Bonds shall be payable solely from the Contract Payments. All of the covenants, agreements and provisions of this Bond Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds issued hereunder.

Section 2.02 Terms of Series 2021 Bonds.

The Series 2021 Bonds shall be dated as of their date of issuance, shall be in the form of fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward, shall bear interest (based on a 360-day year comprised of twelve thirty-day months) from the Interest Payment Date (hereinafter defined) next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from the date of issuance and delivery). The interest shall be payable on the Interest Payment Dates, and the principal shall mature on the 1st day of February or such other date as may be specified in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of each series of Series 2021 Bonds.

The Series 2021 Bonds may be issued in one or more series; provided, however, the total aggregate principal amount of the Series 2021 Bonds shall not to exceed \$21,000,000; shall bear interest at interest rates not to exceed 5.00% per annum; and shall have a maximum annual debt service in any sinking fund year not to exceed \$2,725,000. The Series 2021 Bonds shall have a final maturity not later than December 31, 2046. The principal amount in each year (through the operation of a sinking fund or otherwise) and the interest rate on each such maturity shall be specified by the Authority in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2021 Bonds.

Unless the Series 2021 Bonds are held in Book-Entry Form, the principal amount of the Series 2021 Bonds shall be payable at maturity, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless the Series 2021 Bonds are held in Book-Entry Form, interest on the Series 2021 Bonds shall be paid on each Interest Payment Date by check or draft mailed by first class mail as provided in Section 2.05 hereof, except that in the case of any owner of Series 2021 Bonds in an aggregate principal amount of at least \$1,000,000 who, on or prior to any Record Date, shall supply wire transfer instructions to the Paying Agent, interest due on the Interest Payment Date next succeeding such Record Date shall be payable by wire transfer in accordance with such instructions. While the Series 2021 Bonds are held in Book-Entry Form, the principal and interest on the Series 2021 Bonds shall be payable as provided in Section 2.11 hereof.

U.S. Bank National Association, Atlanta, Georgia, is hereby designated as the Paying Agent. The Authority may, from time to time, designate a successor Paying Agent, as approved by the City, provided said Paying Agent complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

Section 2.03 Execution of Series 2021 Bonds.

The Series 2021 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman of the Authority and the official seal of the Authority shall be printed or impressed thereon and attested by the manual or facsimile signature of the Secretary of the Authority. In case any officer who shall have signed or sealed any of the Series 2021 Bonds shall cease to be such officer before the Series 2021 Bonds so signed and sealed have been actually authenticated and delivered, such Series 2021 Bonds shall nevertheless be authenticated and delivered as herein provided and may be issued as though the person who signed or sealed such Series 2021 Bonds had not ceased to be such officer. Any Series 2021 Bonds may be signed and sealed on behalf of the Authority by such persons as shall be the proper officers of the Authority at the actual time of the execution of such Series 2021 Bonds, even if such persons may not have been officers of the Authority at the date of issuance of such Series 2021 Bonds.

Section 2.04 Authentication of Series 2021 Bonds.

Only such Series 2021 Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth executed by an officer or employee of the Authenticating Agent shall be entitled to any right or benefit hereunder. No Series 2021 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been so executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Series 2021 Bond shall be deemed to have been executed by the Authenticating Agent if signed by an authorized officer or employee of the Authenticating Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Series 2021 Bonds issued hereunder.

Section 2.05 Medium and Places of Payment.

The principal of and interest on the Series 2021 Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The principal of the Series 2021 Bonds shall be payable upon the presentation and surrender of the Series 2021 Bonds at the principal corporate trust office of the Paying Agent for the Series 2021 Bonds. Interest on the Series 2021 Bonds shall be paid by check or draft mailed by first class mail on the date on which due by the Paying Agent to the respective owners of the Series 2021 Bonds at their addresses as they appear on the Record Date relating to such Interest Payment Date on the bond register kept by the Bond Registrar, except as provided in Section 2.02 hereof with respect to the Series 2021 Bonds. The Authority may, by supplemental resolution, provide for other methods or places of payment, including wire transfer, as it may deem appropriate in connection with the issuance of any Additional Bonds.

Notwithstanding the foregoing, the Series 2021 Bonds shall be issued in Book-Entry Form and registered in the name of the Securities Depository or its nominee as provided in Section 2.11 hereof. All Series 2021 Bonds may have endorsed thereon such legends, text or identification numbers as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Series 2021 Bonds may be listed or any usage or requirement of law with respect thereto.

Section 2.06 Registration of Transfer and Exchange of Series 2021 Bonds.

The Bond Registrar of the Authority shall maintain a register for registration of transfer of the Series 2021 Bonds. The Bond Registrar is hereby also designated as Authenticating Agent for purposes of authenticating any Series 2021 Bonds issued hereunder or issued in exchange or in replacement for Series 2021 Bonds previously issued. The Series 2021 Bonds may be registered as transferred only on the bond register of the Bond Registrar with respect to the Series 2021 Bonds. No transfer of any Series 2021 Bond shall be effective for any purpose hereunder except upon presentation and surrender of such Series 2021 Bond at the office of the Bond Registrar with a written assignment signed by the registered owner of such Series 2021 Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar. The Authority, its agents, the Paying Agent and the Bond Registrar may deem and treat the registered owner of any Series 2021 Bond as the absolute owner of such Series 2021 Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all purposes hereunder, notwithstanding any notice, actual or constructive, to the contrary.

U.S. Bank National Association, Atlanta, Georgia, is hereby designated as the Bond Registrar. The Authority may, from time to time, designate a successor Bond Registrar, as approved by the City, provided said Bond Registrar complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

Upon surrender for registration of transfer of any Series 2021 Bond at the principal corporate trust office of the Bond Registrar, the Authority shall execute and the Authenticating Agent shall authenticate and deliver to the transferee or transferees a new Series 2021 Bond or Series 2021 Bonds of a like aggregate principal amount of authorized denominations and of like interest rate and maturity. Every Series 2021 Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Authority and the Bond Registrar duly executed by the Bondholder

thereof or his attorney duly authorized in writing. The execution by the Authority of any Series 2021 Bond in denomination of \$5,000 or any integral multiple thereof shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Series 2021 Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

The inclusion of the foregoing provisions shall constitute a continuing request from the Authority to the Clerk of the Superior Court of Whitfield County, Georgia, unless the signature of such Clerk shall appear by facsimile, to execute the certificate of validation on any replacement Series 2021 Bond issued.

Notwithstanding the foregoing in this Section, while the Series 2021 Bonds are held in Book-Entry Form, registration of transfers and exchanges shall be made in accordance with the Book-Entry System.

Section 2.07 Mutilated, Destroyed or Lost Series 2021 Bonds.

In case any Series 2021 Bond shall become mutilated or be stolen, destroyed or lost, the Authority may cause to be executed and delivered a new Series 2021 Bond of like type, date and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2021 Bond, or in lieu of and in substitution for such Series 2021 Bond stolen, destroyed or lost, upon the Bondholder paying the reasonable expenses and charges of the Authority in connection therewith and, in the case of a Series 2021 Bond stolen, destroyed or lost, the filing with the Authority of evidence satisfactory to the Authority that such Series 2021 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Authority with indemnity satisfactory to the Authority. If any such Series 2021 Bond shall have matured, instead of issuing a new Series 2021 Bond therefor, the Authority may pay the same.

Section 2.08 Blank Bonds; Cancellation After Exchange.

The Authority shall make all necessary and proper provisions for the transfer and exchange of the Series 2021 Bonds by the Bond Registrar and the Authority shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Series 2021 Bonds duly executed on behalf of the Authority, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Whitfield County, as herein provided, in order that the Bond Registrar shall at all times be able to register and authenticate the Series 2021 Bonds at the earliest practicable time in accordance with the provisions of this Bond Resolution. All Series 2021 Bonds surrendered in any exchange or registration of transfer or Series 2021 Bonds that have been paid shall be forthwith cancelled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Series 2021 Bonds maintained by the Bond Registrar.

Section 2.09 No Preference or Priority.

All Bonds herein authorized to be issued are of equal rank and dignity without preference, priority or distinction as to lien or otherwise as to the Contract and the Contract Payments securing

the payment thereof and interest thereon.

Section 2.10 Additional Bonds.

The Authority covenants that no other bonds or obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Contract Payments prior to the lien created for the payment of the Series 2021 Bonds.

It is expressly provided, however, that Additional Bonds or obligations may be issued ranking as to lien on the Contract Payments on a parity with the Series 2021 Bonds herein authorized to be issued, provided the following conditions are met:

(a) There shall be no default in the payment of principal of or interest on any Bond currently existing.

(b) An amendment to the Contract shall have been entered into between the Authority and the City to ensure payment by the City of amounts sufficient to pay the principal of and interest on the Additional Bonds proposed to be issued as the same become due and payable.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings, among other things, the date such Additional Bonds shall bear, the rate or rates of interest and maturity dates, as well as the registration and redemption provisions, if any. The interest on the Additional Bonds of any such issue shall fall due on February 1 and August 1 of each year, and the Additional Bonds shall mature in installments on February 1, or such other dates as may be specified in a supplemental resolution prior to the issuance and delivery of the Series 2021 Bonds, but, as to principal, not necessarily in each year or in equal installments. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Bond Resolution.

Section 2.11 Book-Entry Only System.

Upon the initial issuance and delivery of the Series 2021 Bonds, the Series 2021 Bonds shall be issued in the name of DTC or its nominee, Cede & Co., as registered owner of the Series 2021 Bonds, and held in the custody of DTC or its designee. A single certificate (or such number of certificates required by the procedures of DTC) will be issued and delivered to DTC (or its designee) for the Series 2021 Bonds, and the Beneficial Owners will not receive physical delivery of certificates except as provided herein. For so long as DTC shall continue to serve as securities depository for the Series 2021 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Series 2021 Bonds is to receive, hold or deliver any certificate. The Authority, the Bond Registrar and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices.

The Authority, the Bond Registrar and the Paying Agent may rely conclusively upon (i) a

certificate of DTC as to the identity of DTC's participants (the "Participants") in the Book-Entry System with respect to the Series 2021 Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Series 2021 Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the Series 2021 Bonds, the beneficial ownership thereof is determined by a Book-Entry System at DTC, the requirements in this Bond Resolution of holding, delivering or transferring Series 2021 Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book-entry Series 2021 Bonds to produce the same effect. Any provision hereof permitting or requiring delivery of Series 2021 Bonds shall, while the Series 2021 Bonds are in the Book-Entry System, be satisfied by the notation on the books of DTC in accordance with applicable state law.

Except as otherwise specifically provided in this Bond Resolution and the Series 2021 Bonds with respect to the rights of Participants and Beneficial Owners, when a Book-Entry System is in effect, the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2021 Bonds registered in its name for the purposes of (i) payment of the principal of and interest on the Series 2021 Bonds or portion thereof to be redeemed or purchased, (ii) giving any notice permitted or required to be given to Bondholders under this Bond Resolution, and (iii) the giving of any direction or consent or the making of any request by the Bondholders hereunder, and the Authority shall be affected by any notice to the contrary. The Authority, the Bond Registrar and the Paying Agent will not have any responsibility or obligations to DTC, any Participant, any Beneficial Owner or any other person which is not shown on the Register, with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or Purchase Price of, or interest on, any Series 2021 Bonds; (iii) the delivery of any notice by DTC or any Participant; (iv) the selection of the Participants or the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2021 Bonds; or (v) any consent given or any other action taken by DTC or any Participant. The Paying Agent shall pay all principal of and interest on the Series 2021 Bonds registered in the name of a nominee of DTC only to or "upon the order of" DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal of and interest on such Series 2021 Bonds to the extent of the sum or sums so paid.

The Book-Entry System may be discontinued by the Authority, and the Authority will cause the delivery of certificates to such Beneficial Owners of the Series 2021 Bonds and the registration in the names of such Beneficial Owners as shall be specified to the Bond Registrar by DTC in writing, if DTC determines to discontinue providing its service with respect to the Series 2021 Bonds and no successor securities depository is appointed. Such a determination may be made at any time by giving 30 days' notice to the Authority and discharging its responsibilities with respect thereto under applicable law.

In the event the Book-Entry System is discontinued, the Authority, the Paying Agent or the Bond Registrar shall mail a notice to DTC for distribution to the Beneficial Owners stating (1) that DTC will no longer serve as securities depository, (2) the procedures for obtaining Series 2021 Bonds and (3) the provisions of this Bond Resolution which govern the Series 2021 Bonds,

including, but not limited to, provisions regarding authorized denominations, registration of transfer and exchange, principal and interest payment and other related matters.

When the Book-Entry System is not in effect, all references herein to DTC shall be of no further force or effect and the Authority shall issue Series 2021 Bonds directly to the Beneficial Owners.

If Series 2021 Bonds are issued as book-entry bonds, the form of said Series 2021 Bonds shall contain the following text:

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

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

DTC may discontinue providing its services as depository with respect to this Bond at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

Section 2.12 Form of Series 2021 Bonds.

The Series 2021 Bonds, the form of assignment, the form of authentication certificate and the certificate of validation shall be in substantially the forms in Exhibit A attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Series 2021 Bonds, as evidenced by their execution.

[END OF ARTICLE II]

ARTICLE III.

REDEMPTION OF SERIES 2021 BONDS BEFORE MATURITY

Section 3.01 Optional and Mandatory Sinking Fund Redemption.

The optional and mandatory redemption provisions shall be specified by the Authority in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2021 Bonds.

Section 3.02 Method of Redemption.

In the event of a partial redemption of the Series 2021 Bonds, the particular maturity or maturities to be redeemed shall be selected by the Authority as directed by the City. If less than all of the Series 2021 Bonds of a maturity are to be called for redemption, the particular certificates of such maturity or portions thereof in the case of bonds in principal amounts greater than \$5,000 to be redeemed shall be selected by lot in such manner as may be designated by DTC, when in book-entry form and by the Paying Agent, when not in book-entry form.

Section 3.03 Revised Schedule of Contract Payments.

Upon the partial redemption of any of the Series 2021 Bonds, the Paying Agent shall provide the Authority and the City with an updated schedule of Contract Payments for the coming Fiscal Year which schedule shall take into account such redemption and shall be and become for all purposes thereafter Schedule 1 to the Contract setting forth the Contract Payments.

Section 3.04 Redemption Account.

Moneys to be used for redemption of Series 2021 Bonds shall be deposited in a sub-account in the Sinking Fund, which shall be a special account to be held in trust by the Sinking Fund Custodian, separate and apart from all other accounts. At such time as any moneys are deposited with the Sinking Fund Custodian for the purpose of redeeming in whole or in part the portion of the principal on the Series 2021 Bonds, the Sinking Fund Custodian shall establish and maintain a separate account in the Sinking Fund for the Authority to be held in its name and designated as the "Redemption Account." Said moneys shall be set aside in the Redemption Account solely for the purpose of redeeming the principal on such Series 2021 Bonds in advance of their maturity dates and shall be applied on the date designated for redemption to the payment of the principal and interest components on the Series 2021 Bonds with respect to the Series 2021 Bonds to be redeemed upon presentation and surrender of such Series 2021 Bonds.

Section 3.05 Notice of Redemption; Deposit of Moneys; Written Designation.

(a) Notice of the call for any redemption, identifying the Series 2021 Bonds (or the portions thereof) to be redeemed and specifying the terms of such redemption, shall be given by the Paying Agent (upon being satisfactorily indemnified as to expenses) by mailing a copy of the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Series 2021 Bond to be

redeemed in whole or in part at the address shown on the books of the Bond Registrar maintained pursuant to Section 2.06 hereof; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Series 2021 Bond or portion thereof with respect to which no such failure has occurred. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

(b) If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2021 Bonds called for redemption, which moneys are or will be available for redemption of Series 2021 Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

(c) On or prior to the date fixed for any redemption of Series 2021 Bonds, the moneys required for such redemption shall be deposited with the Paying Agent by the City in accordance with the Contract. All Series 2021 Bonds called for redemption shall cease to bear interest after the specified redemption date, provided that sufficient funds for redemption are on deposit with the Paying Agent.

Section 3.06 Redemption of All Outstanding Series 2021 Bonds.

In the event that all outstanding Series 2021 Bonds are to be redeemed, the Paying Agent shall, without further authorization, deposit into the Redemption Account all amounts then remaining in the Sinking Fund with advice to the Authority and the City of such action, such deposit to be made on the date fixed for redemption.

Section 3.07 Effect of Additional Bonds.

In the event Additional Bonds are hereafter issued by the Authority, the Authority covenants and agrees that it will not optionally redeem the Series 2021 Bonds, or any such Additional Bonds, from moneys in the Sinking Fund unless and until the Sinking Fund is at its proper balance. It is expressly understood and agreed that should the Authority hereafter elect to issue Additional Bonds, as herein authorized, it shall have the right to redeem the Bonds of any such future issue or issues before it redeems the Series 2021 Bonds, or it may redeem the Series 2021 Bonds before it redeems the Bonds of any such future issue or issues, or it may redeem some of the Series 2021 Bonds and some of the Bonds or any such future issue or issues at the same time.

[END OF ARTICLE III]

ARTICLE IV.

CUSTODY AND APPLICATION OF PROCEEDS; COST OF ISSUANCE FUND

Section 4.01 Application of Bond Proceeds.

Upon the issuance of the Series 2021 Bonds, the net proceeds of the sale thereof (i.e., par plus net original issue premium/less net original issue discount, less underwriter's discount) shall be applied as specified in the supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2021 Bonds.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of proceeds is required to carry out the purposes of this Bond Resolution, the different application of funds, may be provided for in a supplemental resolution of the Authority or the Chairman may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2021 Bonds.

Section 4.02 Refunding of the Refunded Bonds.

The refunding of the Refunded Bonds is hereby authorized and approved. The Chairman of the Authority is hereby authorized to execute and/or deliver all such documents certificates or notices necessary to effect the refunding the Refunded Bonds.

The Bond Registrar for the Series 2010 Bonds is hereby directed to send a conditional call notice on March 2, 2021 for the redemption of the Refunded Bonds on April 20, 2021 or at such later date as may be directed by the Authority in writing, in accordance with the provisions of the Series 2010 Bond Resolution.

Section 4.03 Project Fund.

(a) A special trust fund is hereby created for the benefit of the Bondholders and designated "The City of Dalton Building Authority Project Fund – City of Dalton Projects, Series 2021 Projects." There shall be deposited with the Project Fund Custodian the amounts to be specified in the supplemental resolution to be adopted prior to the issuance and delivery of the Series 2021 Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Project Fund shall be held in trust by the Project Fund Custodian separate from other deposits of the Authority and the City.

(b) Unless amended in writing by the Authority and the City, the acquisition, construction, and installation related to the Projects shall be accomplished in accordance, or substantially in accordance, with the Project Report attached to this Bond Resolution as Exhibit C prepared in connection with the 2021 Projects, which shall be recorded in the Minute Book of the City, and the Project Report, by this reference thereto, is incorporated herein and made a part hereof.

(c) The moneys in the Project Fund shall be held by the Project Fund Custodian and withdrawn and applied to pay costs of the 2021 Projects in accordance with, or substantially in

accordance with, the Project Report unless amended in writing by the Authority and the City. Any moneys in the Project Fund not presently needed for the payment of current obligations during the course of construction may be invested in Permitted Investments upon the written direction of an authorized representative of the City, and proper evidence of the same being delivered to the Project Fund Custodian. Any such securities shall be held by the Project Fund Custodian for the account of the Project Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Project Fund and shall be disbursed in the manner and for the purposes hereinafter set forth.

(d) Withdrawals from the Project Fund may be made for the purpose of paying the cost of the undertaking herein contemplated or contemplated by a supplemental resolution, including the purchase of such property and equipment as may be useful in connection therewith, including, but not limited to: (i) the cost of indemnity and fidelity bonds either to secure deposits in the Project Fund or to insure the faithful completion of any contract pertaining to said improvements; (ii) any taxes or any charges lawfully levied or assessed against the undertaking; (iii) fees and expenses of consulting engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the construction; (iv) legal expenses and fees and all other items of expense not elsewhere in this Section specified incident to said undertaking; (v) payments made for labor, contractors, builders and materialmen in connection with the improvements contemplated by the undertaking and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances or loans made for the purpose of paying any of the aforementioned costs; (vi) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights of way necessary for the improvements and appurtenances in connection therewith, and options and payments thereon, and any easements or rights or any damages incident to or resulting from the making of such improvements; and (vii) to reimburse the Authority or the City for the advance payment of costs pertaining to the undertaking prior to the receipt of the proceeds derived from the sale of the Series 2021 Bonds.

(e) Before any moneys are disbursed, there shall be filed with the Project Fund Custodian: (i) a requisition for such payment stating each amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment thereof is due; and (ii) a certificate attached to the requisition and certifying: (1) that an obligation in the stated amount has been incurred, is a proper charge against the Project Fund and has not been paid; (2) a bill or statement of account for such obligation, or a copy thereof, is attached to the requisition or is on file in the office of the Chief Financial Officer of the City; (3) that they have no notice of any vendor's, mechanic's or other liens or rights to liens, security interests, chattel mortgages or conditional sales contracts, which should be satisfied or discharged before such payment is made; (4) that such requisition contains no item representing payment on account or any retained percentages which the Authority or the City is, at the date of such certificates, entitled to retain; and (5) that insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose. The requisition shall be signed by a duly authorized representative of the

Authority and approved by a duly authorized representative of the City. A form of such requisition is attached hereto as Exhibit D.

Section 4.04 Completion of Project.

If upon the completion of the 2021 Projects any moneys remain in the Project Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2021 Bonds.

Section 4.05 Cost of Issuance Fund.

There is hereby created by the Authority and ordered established with the Cost of Issuance Depository a special trust fund to be designated “The City of Dalton Building Authority Cost of Issuance Fund – City of Dalton Projects, Series 2021.” There shall be deposited with the Cost of Issuance Fund Depository, the amounts to be specified in one or more supplemental resolutions to be adopted prior to the issuance and delivery of the Series 2021 Bonds, and any other funds acquired for this purpose by gift, donation, grant or otherwise. All moneys deposited into the Cost of Issuance Fund shall be held in trust by the Cost of Issuance Fund Depository separate from other deposits of the Authority and the City.

Section 4.06 Cost of Issuance Fund Requisition Procedure.

All payments from the Cost of Issuance Fund shall be made upon checks signed or bank wires authorized by authorized signatories of the Cost of Issuance Fund Depository, on behalf of the City, or by officers of the City properly authorized to sign on its behalf, but before they shall sign any such checks or authorize any such bank wire there shall be filed with the Cost of Issuance Fund Depository: (a) a requisition for such payment (the above-mentioned checks and bank wires may be deemed a requisition for the purpose of this Section), stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due; (b) a certificate attached to the requisition and certifying that an obligation in the stated amount has been incurred, and that the same is a proper charge against the Cost of Issuance Fund and has not been paid (or is a reimbursement to the City for previously paying such obligation), specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, accompanied by the bill or statement of account for such obligation, or a copy thereof. If upon payment of all of the costs of issuance of the Series 2021 Bonds any moneys remain in the Cost of Issuance Fund, such remaining moneys shall be transferred to the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2021 Bonds.

[END OF ARTICLE IV]

ARTICLE V.

PLEDGE OF CONTRACT AND CONTRACT PAYMENTS; SINKING FUND; DEFEASANCE

Section 5.01 Pledge of Contract and Contract Payments; Creation of Sinking Fund.

The Contract and the Contract Payments are hereby pledged to the payment of the Bonds, and the Contract and the Contract Payments so pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further acts, and the lien of this pledge shall be valid and binding against the Authority and the City and against all parties having claims of any kind against them, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice hereof.

There is hereby created a special trust fund for the benefit of the owners of the Bonds designated as “The City of Dalton Building Authority Sinking Fund – Series 2021” (the “Sinking Fund”). There shall be paid into the Sinking Fund, on or prior each Interest Payment Date, the amount required to pay the Contract Payments. The Contract Payments made by the City pursuant to the Contract (except payments required pursuant to subparagraphs (e) and (f) of Section 5.03 hereof) shall be deposited directly into the Sinking Fund. Moneys deposited in the Sinking Fund shall be used to pay the principal of and interest on the Bonds when due, whether at maturity or by proceedings for mandatory redemption.

Section 5.02 Sinking Fund as a Trust Fund; Investment of Moneys.

The Sinking Fund shall be kept as a trust account for the benefit of the owners of the Bonds separate from other deposits of the Authority and the City. Moneys on deposit in the Sinking Fund shall be invested only in Sinking Fund Investments upon the written direction of the City. Any such securities shall be held by the Sinking Fund Custodian for the account of the Sinking Fund until maturity or until sold. Except as provided below, at the maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Sinking Fund and shall be disbursed in the manner and for the purposes herein set forth.

Section 5.03 Sinking Fund Disbursements.

Subject to the terms and conditions set forth in this Bond Resolution, moneys in the Sinking Fund shall be disbursed for (a) the payment of the interest on the Bonds secured hereby as such interest becomes due and payable; (b) the payment of the principal of the Bonds secured hereby as same becomes due and payable, either at maturity or by proceedings for mandatory redemption; (c) the optional or mandatory redemption of Bonds secured hereby before maturity at the price and under the conditions provided therefor in Article III hereof; (d) the purchase of Bonds in the open market; provided, however, the price paid shall not exceed the authorized call price; (e) the payment of charges for paying the Bonds and interest thereon and the charges for the registration of the Bonds secured hereby and their transfer or exchange in accordance with the terms thereof;

and (f) the payment of any charges for investment services, including, but not limited to the fees of the custodians and depositories.

Section 5.04 Cancellation and Destruction.

All Bonds paid, purchased or redeemed, either at or before maturity, shall be cancelled and destroyed and such Bonds shall not be reissued. A record of such destruction shall be made and preserved in the permanent records of the Bond Registrar pertaining to such Bonds and in the permanent records of the Authority.

Section 5.05 Defeasance.

If (a) the Authority shall pay or cause to be paid to the Bondholders the principal of and the interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees, charges and expenses of the Paying Agent, Bond Registrar, depositories and custodians shall have been paid or provision for such payment has been made, and (c) the Authority shall keep, perform and observe all of its agreements in the Bonds and herein expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, terminate and be discharged.

The Bonds shall be deemed to be paid within the meaning of this Bond Resolution if (a) sufficient moneys shall have been irrevocably deposited with the Paying Agent to pay the same when they become due, or (b) there shall have been irrevocably deposited with the Paying Agent moneys or Government Obligations, which, without any reinvestment thereof or of the interest thereon, will produce moneys sufficient (as evidenced by an opinion or report of an independent certified public accountant or firm thereof) to pay the same when they become due (whether upon or prior to the stated maturity or the redemption date of the Bonds); provided, however, that if any of the Bonds are to be redeemed prior to their stated maturity, notice of such redemption shall have been duly given as provided herein or irrevocable arrangements satisfactory to the Paying Agent shall have been made for the giving thereof.

[END OF ARTICLE V]

ARTICLE VI.

DEPOSITORIES AND CUSTODIANS; SECURITIES FOR DEPOSITS

Section 6.01 Depository; Security for Deposits.

(a) Except as otherwise provided in this Bond Resolution, all moneys received by the Authority under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper Depository or Custodian in the name of the Authority. All moneys deposited under the provisions of this Bond Resolution shall be applied in accordance with the terms and for the purposes set forth in this Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Authority or the City.

(b) No moneys belonging to any of the funds created hereunder shall be deposited or remain on deposit with the Depository or Custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, unless such institution shall have pledged for the benefit of the Authority and the owners of the Bonds as collateral security for the moneys deposited, direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve Bank and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

Section 6.02 Designation of Depository and Custodian; Successor Depository and Custodian.

Bank OZK, Dalton, Georgia is hereby designated as the Project Fund Custodian and the Cost of Issuance Fund Depository. U.S. Bank National Association, Atlanta, Georgia is hereby designated as the Sinking Fund Custodian. The Authority may, from time to time, designate a successor Custodian or Depository, as approved by the City, provided said Custodian or Depository complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding are the same bank acting in both capacities, then the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Authority, use and disburse the moneys in the Sinking Fund as provided in this Bond Resolution; except that, if, as provided under Article III of this Bond Resolution, it redeems or buys any Bonds issued hereunder with moneys in the Sinking Fund, then proper authorization and direction from the governing bodies of the Authority and the City shall be furnished for such use and disbursement of said moneys.

In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding are not the same bank, then the Sinking Fund Custodian shall transfer to the Paying Agent from moneys held in the Sinking Fund, in immediately available funds, moneys in amount and at or before such times as shall be required to make the disbursements required pursuant to Section 5.03 hereof.

[END OF ARTICLE VI]

ARTICLE VII.

PARTICULAR COVENANTS

Section 7.01 Payment.

The Authority shall promptly pay the principal of and interest on every Bond issued hereunder and secured hereby at the place, on the dates and in the manner herein, in any supplemental resolution adopted by the Authority in connection with the issuance of any series of Series 2021 Bonds, and in the Bonds, according to the true intent and meaning thereof. The principal, premium (if any) and interest on the Bonds are payable solely out of the Contract Payments.

Section 7.02 Liens.

The Authority shall not create, or permit to be created, any charge, lien or encumbrance or any security interest in or on the Contract Payments or the Contract ranking prior to or equal with the lien on the Contract Payments and the Contract created to secure payment of the Bonds.

Section 7.03 Non-Arbitrage and Tax Covenants.

The Authority covenants and agrees for the benefit of the Bondholders that so long as the Series 2021 Bonds remain outstanding, it will not intentionally cause any proceeds of the Series 2021 Bonds to be used to acquire higher yielding investments, except as may be otherwise permitted by Section 148 of the Code, and that it will comply with, and take such action and make such payments as may be permitted or required by Section 148(f) of the Code, to insure that the Series 2021 Bonds do not constitute “arbitrage bonds” within the meaning of Section 148(a) of the Code.

The Authority hereby covenants and agrees that it will expend the proceeds from the sale of the Series 2021 Bonds and will take such action as may be necessary so that the interest on the Series 2021 Bonds will be and will remain excluded from the gross income of the owner thereof for federal income tax purposes, including, without limitation, compliance with provisions of Sections 141- 149 of the Code, as applicable.

Section 7.04 Authorization of Execution of 8038-G, Tax and Non-Arbitrage Certificate, Tax Policy and Other Documents.

The Chairman of the Authority is hereby authorized to execute and file with the Internal Revenue Service an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G. The Chairman of the Authority is hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2021 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2021 Bond. The Chairman of the Authority is hereby authorized to execute and deliver on behalf of the Authority an arbitrage regulatory agreement or similar agreement with an arbitrage rebate consultant or any other entity which may be from time to time a custodian of any of the funds

created hereunder or under this Bond Resolution in order to comply with the arbitrage restrictions contained in Section 148 of the Internal Revenue Code of 1986 (the “Code”). Such agreement shall be in a form satisfactory to the Chairman of the Authority and the execution of such agreement by the Chairman of the Authority shall be conclusive evidence of such approval.

Section 7.05 Changes of Use of the Projects.

In the event that any portion of the Projects is sold, leased, otherwise disposed of to a person or entity other than a “governmental person” as defined in Treasury Regulations § 1.141-1(b) or a “501(c)(3) Organization” as defined in §150(a)(4) of the Internal Revenue Code of 1986, as amended (the “Code”), or is subjected to “private business use” as such term is used in Section 141(b) of the Code and the regulations thereunder, then to the extent required by Treasury Regulations § 1.141-12 or otherwise by the Code, the Authority, at the direction and at the expense of the City, will take a sufficient remedial action under Treasury Regulations § 1.141-12 and shall provide to the Bondholders an opinion of nationally recognized bond counsel to the effect that such event will not adversely affect the exclusion of interest on the Bonds from gross income for federal income taxation purposes.

[END OF ARTICLE VII]

ARTICLE VIII.

EVENTS OF DEFAULT; REMEDIES

Section 8.01 Events of Default.

Each of the following events is hereby declared an “Event of Default:” (a) payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, at maturity or by proceedings for mandatory redemption or optional redemption; or (b) payment of any installment of interest shall not be made when the same becomes due and payable; or (c) the Authority shall, for any reason, be rendered incapable of fulfilling its obligations hereunder; or (d) the Authority shall make a default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Resolution, on the part of the Authority to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring same to be remedied, shall have been given to the Authority by any Bondholder; provided, however, if the default stated in the notice cannot be corrected within such 30-day period, it shall not be a default hereunder if the Authority shall institute corrective action and diligently pursue it until the default is cured; or (e) an event of default shall occur under the Contract.

Section 8.02 Remedies.

Upon the happening and continuance of any Event of Default, as provided in Section 8.01 hereof, then and in every such case any Bondholder may proceed, subject to the provisions of Section 8.04 hereof, to protect and enforce the rights of the Bondholders hereunder by a suit, action or special proceedings in equity, or at law, either for the appointment of a receiver of the Projects, or for the special performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 8.03 Restoration.

In case any proceeding taken by any Bondholder on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondholder, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondholders shall continue as though no such proceedings had been taken.

Section 8.04 Equal Benefit.

No one, or more, owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at laws or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Bonds.

Section 8.05 Nonexclusivity of Remedies.

No remedy herein conferred upon the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

Section 8.06 No Waiver.

No delay or omission of any Bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

[END OF ARTICLE VIII]

ARTICLE IX.

SUPPLEMENTAL PROCEEDINGS

Section 9.01 Adoption of Supplemental Proceedings.

The Authority may, with the approval of the Bondholders as set forth in Section 9.03 hereof, from time to time and at any time, adopt such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Resolution or in any supplemental resolution or in the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting: (a) the extension of the maturity of any Bond issued hereunder; (b) the reduction in the principal amount of any Bond or the alteration of the rate or rates of interest thereon or any other modification of the terms of payment of such principal or interest; (c) the reduction of the percentage of the principal amount of Bonds required for consent to such supplemental resolution; (d) the creation of any lien on the Contract Payments or the Contract prior to or superior to the lien created as the security for the payment of the Bonds. A modification or amendment of the provisions with respect to the Sinking Fund is not to be deemed a change in the terms of payment.

Nothing herein contained, however, shall be construed as making necessary the approval by the Bondholders of any resolution not inconsistent with the terms and provisions of this Bond Resolution, or any resolution adopted (a) in connection with the issuance of one or more series of Series 2021 Bonds in accordance with the terms of this Bond Resolution; (b) to cure any ambiguity or formal defect or omission in this Bond Resolution or in any supplemental proceedings; (c) to provide for the issuance of Additional Bonds in accordance with the terms of this Bond Resolution (including without limitation the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the Authority); (d) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the Authority; (e) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (f) to modify, amend or supplement this Bond Resolution or any proceedings supplemental hereto in such manner as to permit the qualification of this Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect; (g) to make any modifications or amendment of this Bond Resolution required in order to make the Bonds eligible for acceptance by The Depository Trust Company or any similar holding institution or to permit the issuance of the Bonds in book-entry form; (h) to modify any provisions of this Bond Resolution in any respect provided that such modification shall not be effective until after the Bonds outstanding immediately prior the effective date of such supplemental resolution shall cease to be outstanding or constitute a majority of all Bonds and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings shall contain a specific reference to the modifications contained in any such subsequent proceedings; or (i) to make any other changes that in the opinion of counsel are not materially adverse to the interests of the Bondholders.

Section 9.02 Notice.

After any supplemental resolution requiring the consent of the Bondholders shall have been adopted, the Authority shall cause a notice of the adoption of such resolution to be mailed by first class mail, postage prepaid, to all registered owners of Bonds appearing on the bond registration book kept by the Bond Registrar.

Section 9.03 Required Approval.

No such supplemental resolution requiring the consent of the Bondholders shall become effective unless the owners of at least fifty-one percent (51%) in aggregate principal amount of the Bonds issued hereunder then outstanding shall have filed with the Secretary of the Authority within three months after the date of adoption of such resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 9.06 hereof.

Section 9.04 Legal Action.

Any action or proceeding in any court objecting to such supplemental resolution or to any of the terms and provisions therein contained or the operation thereof, or the execution by any Bondholder of any instrument purporting to approve the adoption of such resolution, or to enjoin or restrain the Authority from taking any action pursuant to the provisions thereof, must be commenced within 30 days after the Authority shall have determined that the owners of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding, have approved the adoption of such supplemental resolution.

Upon the expiration of such 30 day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such supplemental resolution becoming final, this Bond Resolution shall be, and be deemed to be, modified and amended in accordance with such supplemental resolution, and the respective rights, duties and obligations under this Bond Resolution and all owners of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder; subject, in all respects, to such modifications and amendments.

Section 9.05 Incorporation.

Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Bond Resolution and all conditions of this Bond Resolution for any and all purposes, and shall be effective as to all owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

Whenever referred to herein as “supplemental resolution” same shall be construed to mean such action as shall be taken by the Authority, as may be required to comply with the law then in force and effect.

Section 9.06 Proof of Ownership.

Any request, waiver, direction, consent or other instrument required by this Bond Resolution to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the written appointment of such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Bond Resolution and shall be conclusive in favor of the Authority with regard to any action taken under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Bonds therewith shall be determined and proved by reference to the bond registration book kept by the Bond Registrar for such issue or issues of Bonds and the Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority pursuant to such request or consent.

Section 9.07 Amendments to Contract.

The Authority and the City, from time to time and at any time, subject to the conditions and restrictions in the Contract, may modify, amend, or supplement the Contract.

[END OF ARTICLE IX]

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.01 Severability.

In case any one or more of the provisions of this Bond Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Resolution or the Bonds, but this Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 10.02 General Authority.

Any officer of the Authority is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Bond Resolution and to make covenants on behalf of the Authority. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Bond Resolution are hereby ratified and approved. If the Chairman or Secretary is unable or unwilling to carry out the transactions contemplated by the terms of this Bond Resolution or to execute any documents authorized herein, including but not limited to the Series 2021 Bonds, the Vice-Chairman and Assistant Secretary are hereby authorized to act/sign on behalf of the Chairman and Secretary, respectively.

Section 10.03 Bond Resolution as Contract.

The provisions of this Bond Resolution shall constitute a contract by and among the Authority, the City and the owners of the Bonds authorized to be issued hereunder, and after the issuance of the initial series of Series 2021 Bonds, this Bond Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the Authority pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by this Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

The provisions of this Bond Resolution and every appropriate sentence hereof shall be construed as including and as being applicable to any Additional Bonds issued by the Authority, as well as to the Series 2021 Bonds, and any Additional Bonds issued by the Authority shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Series 2021 Bonds and pursuant to the terms of this Bond Resolution.

Any subsequent proceedings authorizing the issuance of Additional Bonds issued by the Authority as provided in this Bond Resolution shall in no way conflict with the terms and conditions of this Bond Resolution, but shall, for all legal purposes, reaffirm all of the applicable covenants, agreements and provisions of this Bond Resolution for the equal protection and benefit of the Bondholders.

Section 10.04 Authorization of Disclosure Documents.

The use and distribution of the Preliminary Official Statement are hereby authorized and approved. The Chairman of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority, and the Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Authority, and the execution of said Official Statement by the Chairman of the Authority as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Official Statement for and on behalf of the Authority is hereby authorized and approved. The Authority hereby “deems final” the Preliminary Official Statement as of its date in accordance with Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 and the Chairman of the Authority or the Vice-Chairman of the Authority is hereby authorized and directed to execute a certificate to that effect.

Section 10.05 Payments Due on Saturday, Sunday or Holiday.

If a payment on the Series 2021 Bonds is due on a Saturday, Sunday or any day that the principal office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding Business Day with the same force and effect as if such payment had been made on the original due date.

Section 10.06 Validation.

The Series 2021 Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Bond Resolution and a copy thereof shall be served upon the District Attorney of the Conasauga Judicial Circuit, in order that proceedings for the above purpose be instituted in the Superior Court of the Whitfield County.

Section 10.07 Repealer.

Any and all resolutions or parts of resolutions in conflict with this Bond Resolution this day adopted be and the same are hereby repealed, and this Bond Resolution shall be in full force and effect from and after its adoption.

Section 10.08 Waiver of Performance Audit.

The Authority will not conduct any performance audit or performance review with respect to the Series 2021 Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated, and hereby ratifies and/or authorizes the publication of the requisite public notice of the Authority’s waiver of public accountability in the legal organ of Whitfield County.

Section 10.09 Authorization of Contract.

The execution, delivery and performance of the Contract, a copy of which is attached hereto as Exhibit B, are hereby authorized. The Contract shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairman or Vice-

Chairman of the Authority, and the execution and delivery by the Chairman or Vice-Chairman as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 10.10 Notice of Sale of Series 2021 Bonds.

The Financial Advisor is requested to prepare and publish the appropriate notices of sale for the Series 2021 Bonds and to have the Chief Financial Officer of the City review all bids received in accordance with such notices. The Chief Financial Officer is authorized to award the sale of the Series 2021 Bonds to the bidder(s) submitting the best bid(s) with the lowest true interest costs to the Authority and the City.

Notwithstanding the foregoing, if the Financial Advisor determines advises that it is in the best interest of the Authority to issue the Series 2021 Bonds pursuant to a negotiated sale, the Chief Financial Officer of the City is hereby authorized to select an underwriter or bank for the sale of the Series 2021 Bonds.

[END OF ARTICLE X]

This Bond Resolution adopted by the Authority on the 26th day of February, 2021.

THE CITY OF DALTON BUILDING
AUTHORITY

By: _____
Chairman

(SEAL)

Attest:

Secretary

EXHIBIT A

[FORM OF BOND]

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

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

DTC may discontinue providing its services as depository with respect to this Bond at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

No. R-_____ \$ _____

UNITED STATES OF AMERICA
STATE OF GEORGIA
THE CITY OF DALTON BUILDING AUTHORITY
REVENUE BONDS
(CITY OF DALTON PROJECTS),
SERIES 2021

BOND DATE:	INTEREST RATE:	MATURITY DATE:	CUSIP:
April __, 2021	_____%	February 1, 20__	_____

FOR VALUE RECEIVED, The City of Dalton Building Authority (the “Authority”), a public body corporate and politic duly created and validly existing pursuant to an amendment to the Constitution of the State of Georgia (1968 Ga. Laws, page 1466, *et seq.*), as continued (1986 Ga. Laws, p. 5547, *et seq.*), as hereafter amended (the “Amendment”), hereby promises to pay from the special fund provided therefor, as hereinafter set forth, to CEDE & CO., a nominee of The Depository Trust Company, or registered assigns, the principal sum of

_____ DOLLARS

in lawful money of the United States of America, on the date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association, Atlanta, Georgia, as Paying Agent and Bond Registrar, and to pay to the registered owner hereof solely from said special fund interest (based on a 360-day year comprised of twelve thirty-day months) on the principal amount from the Interest Payment Date (hereinafter defined) next preceding the date of authentication hereof to which interest has been paid (unless the date of authentication hereof is an Interest Payment Date, in which case from such Interest Payment Date, unless the date of authentication hereof is after a Record date but before an Interest Payment Date, in which case from the next Interest Payment Date, or unless the date of authentication hereof is before the first Interest Payment Date, in which case from April ___, 2021), at the rate per annum specified above, on August 1, 2021 and semiannually thereafter on the 1st days of February and August in each year (each an “Interest Payment Date”), until payment of the principal amount hereof. Payments of interest on this bond shall be made by check or draft payable to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date, and such interest payments shall be mailed by first class mail to the registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, so long as this bond is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of the principal of and interest on this bond shall be made by wire transfer to the Securities Depository, as more fully described herein.

This bond is one of a duly authorized issue of The City of Dalton Building Authority Revenue Bonds (City of Dalton Projects), Series 2021 in the aggregate principal amount \$_____ (the “Series 2021 Bonds”), of like tenor, except as to designation, numbers, denominations, dates of maturities, interest rates and redemption provisions, issued under authority of the Constitution of the State of Georgia, the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Amendment and was duly authorized by a resolution of the governing body of the Authority adopted on February 26, 2021, as supplemented on April ___, 2021 (collectively, the “Bond Resolution”). The Authority may, under certain terms and conditions as provided in the Bond Resolution, issue additional obligations on a parity with the Series 2021 Bonds. The Series 2021 Bonds were issued for the purpose of providing funds to finance, in whole or in part, the cost of (i) acquiring, constructing and installing certain projects for the benefit of the City of Dalton, Georgia (the “City”), (ii) refunding [all of the outstanding] The City of Dalton Building Authority (Georgia) Revenue Bonds (Taxable – Recovery Zone Economic Development Bonds – Direct Payment), Series 2010 and (iii) paying expenses necessary to accomplish the foregoing. The Series 2021 Bonds are secured by a first lien on the Contract, dated as of April 1, 2021 (the “Contract”), between the Authority and the City, and the City’s

payment obligations (the “Contract Payments”) thereunder. In addition to the Series 2021 Bonds, the Authority may issue, under certain terms and conditions as provided in the Bond Resolution, additional revenue bonds, and if issued such additional revenue bonds will rank on a parity as to lien on the Contract and the Contract Payments with the lien securing payment of the Series 2021 Bonds. Reference to the Bond Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Series 2021 Bonds, the nature and extent of the security, a statement of rights, duties and obligations of the Authority, the rights of the owners of the Series 2021 Bonds, and the terms and provisions under which additional revenue bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until this bond shall have been authenticated and registered upon the bond registration book kept by the Bond Registrar for that purpose, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the certificate hereon.

The Series 2021 Bonds are being issued by means of a Book-Entry System, with actual Series 2021 Bonds immobilized at The Depository Trust Company, New York, New York, or its successor as securities depository (the “Securities Depository”). Actual Series 2021 Bonds are not available for distribution to bondholders (the “Beneficial Owners”), except under the limited circumstances set forth in the Bond Resolution. The principal, redemption premium (if any) and interest on the Series 2021 Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The Authority and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. So long as any Series 2021 Bonds are registered in Book-Entry Form, the Authority, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depositor to be, the absolute owner of such Series 2021 Bonds for all purposes whatsoever, including without limitation: (a) the payment of principal of and interest on such series of Series 2021 Bonds; (b) giving notices of redemption and other matters with respect to such Series 2021 Bonds; (c) registering transfers with respect to such Series 2021 Bonds; (d) the selection of Series 2021 Bonds for redemption; and (e) voting and obtaining consents under the Bond Resolution.

If the Series 2021 Bonds are no longer registered to the Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In addition, if the bonds are no

longer registered to a Securities Depository, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the principal corporate trust office of the Bond Registrar for an equal aggregate principal amount of bonds of the same maturity and in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The Authority and the City have entered into the Contract. Pursuant to the Contract, the Authority has agreed to issue the Series 2021 Bonds, and the City has agreed to make Contract Payments to the Authority in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 2021 Bonds as the same becomes due and payable. The Contract provides that the obligation of the City to make the Contract Payments is absolute and unconditional. The City is required to levy an ad valorem property tax, [at such rate or rates, not to exceed one per centum (or such greater amount as may hereafter be authorized through the passage of local legislation by the Georgia General Assembly or by the Mayor and Council through a hearing and notice procedure outlined in the Charter of the City)] on all property in the City subject to such tax in order to make the Contract Payments in the full amount required on the dates such payments are due. Such Contract Payments are to be paid by the City directly to the Sinking Fund Custodian designated in the Bond Resolution for the account of the Authority and deposited into the special fund created in the Bond Resolution and designated "The City of Dalton Building Authority Sinking Fund – City of Dalton Projects." The Contract and the Contract Payments have been pledged under the Bond Resolution to the payment of the principal of and interest on the Series 2021 Bonds.

This bond is a limited obligation of the Authority payable solely from the Contract Payments. This bond does not constitute a general obligation of the State of Georgia, the City, or any other political subdivision or municipal corporation of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. Neither the State of Georgia, the City nor any other political subdivision or municipal corporation of the State of Georgia shall be subject to any pecuniary liability thereon. No owner of this bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia, the City or any other political subdivision or municipal corporation of the State of Georgia to pay the same or the interest thereon, nor to enforce payment hereof against any property of the State of Georgia, the Authority or the City. The principal of and interest on the Series 2021 Bonds are payable solely from the Contract Payments.

[INSERT REDEMPTION PROVISIONS]

In the event any of the Series 2021 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2021 Bonds (or portions thereof) to be redeemed and specifying the terms of such redemption will be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2021 Bond to be redeemed at the address shown on the books of the Registrar maintained pursuant to Section 2.06 of the Bond Resolution; provided, however, that

failure to give such notice by mailing, or any defect therein, shall not affect the validity of proceedings for the redemption of any Series 2021 Bond or portion thereof with respect to which no such failure has occurred. All Series 2021 Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at that time.

If at the time of mailing of notice of redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2021 Bonds called for redemption, which moneys are or will be available for redemption of Series 2021 Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

If the Series 2021 Bonds are called for redemption in part, the Series 2021 Bonds within each maturity so called for redemption shall be selected by lot or in such manner as may be designated by the Securities Depository, when in book-entry form and by the Bond Registrar, when not in book-entry form.

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions and deletions of the provisions of the Bond Resolution, or of any resolution supplemental thereto, the Series 2021 Bonds or the Contract, may be made by the Authority without the consent of the owners of the Bonds in certain circumstances and with the consent of fifty-one percent (51%) of the principal amount of the Bonds outstanding in other circumstances.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this bond shall be entitled to the remedies provided in the Bond Resolution, the Revenue Bond Law and the Amendment.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the Contract Payments of amounts sufficient to pay the principal of and the interest on the Series 2021 Bonds as the same mature, or are acquired by mandatory redemption, and that said Contract Payments are irrevocably allocated and pledged to the payment of the Series 2021 Bonds and the interest thereon.

IN WITNESS WHEREOF, the governing body of The City of Dalton Building Authority has caused this Bond to be executed by the manual or facsimile signature of its Chairman and its official seal to be imprinted hereon and attested by the manual or facsimile signature of its Secretary as of April __, 2021.

THE CITY OF DALTON BUILDING
AUTHORITY

(S E A L)

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Revenue Bonds described in the Bond Resolution of The City of Dalton Building Authority adopted on February 26, 2021, as supplemented on April ____, 2021.

U.S. BANK NATIONAL ASSOCIATION,
ATLANTA, GEORGIA, as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication and Registration: April ____, 2021

VALIDATION CERTIFICATE

STATE OF GEORGIA)

COUNTY OF WHITFIELD)

The undersigned Clerk of the Superior Court of Whitfield County, State of Georgia, HEREBY CERTIFIES that this Bond was validated and confirmed by judgment of the Superior Court of Whitfield County, Georgia, on _____, 2021, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and seal of the Superior Court of Whitfield County, Georgia.

(S E A L)

Clerk, Superior Court,
Whitfield County, Georgia

ASSIGNMENT

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

[please print or typewrite name and address including postal zip code of assignee]

[Please insert Social Security or
Tax Identification Number of Assignee]

_____ the within Bond and all rights thereunder, hereby
constituting and appointing _____ attorney to transfer this
Bond on the bond registration book kept for such purpose by the Bond Registrar, with full power
of substitution in the premises.

DATED _____

Signature Guaranteed:

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

Signature must be guaranteed by an
institution which is a participant in
the Securities Transfer Agent
Medallion Program (STAMP) or
similar program.

DTC FAST RIDER

Each such certificate shall remain in the Paying Agent's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Paying Agent and DTC-FAST Agreement.

EXHIBIT B

FORM OF CONTRACT

[Attached.]

EXHIBIT C

PROJECT REPORT

2021 PROJECTS

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) *City Recreation Projects* including, but not limited to, an aquatics center, a soccer complex, Haig Mill trail, Heritage Point Park upgrades, Bur Park improvements, Haig Mill Lake improvements, and playground replacements and upgrades.
- 2) *City Economic Development Projects* including, but not limited to, a Market Street access road, downtown streetscape, and land purchases for future related municipal projects.
- 3) *City Stormwater Projects* including, but not limited to, mitigation of approximately 26 off right-of-way stormwater issues, Ridge Street basin improvements, regional detention ponds and related professional services and planning in connection with the stormwater projects.

2010 PROJECTS

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) Acquisition of property, demolition of old structures, construction, equipping and furnishing of a new Dalton Community Center, including outside areas not limited to parking, splash pad, concessions, bathrooms, a soccer field, outside lighting, and picnic shelters; and
- 2) Renovations and improvements at James Brown Park and other recreation facilities including landscaping, lighting, fencing, construction of new soccer/football fields, and resurfacing of exiting soccer fields.

EXHIBIT D

FORM OF PROJECT FUND REQUISITION

Requisition No. _____

_____, 20____

BANK OZK
Dalton, Georgia

Re: Disbursement from Project Fund Relating to The City of Dalton Building Authority
Revenue Bonds (City of Dalton Projects), Series 2021

To the Addressee:

The undersigned authorized representative of The City of Dalton Building Authority (the “Authority”) does hereby submit a requisition for a disbursement from the Project Fund established under the Resolution adopted by the Authority on February 26, 2021, as supplemented on March __, 2021 (collectively, the “Resolution”), relating to the captioned bond. The amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment is due is shown on Schedule 1 attached hereto. In connection with this requisition, the undersigned hereby certifies, as follows:

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

This _____ day of _____, 20____.

THE CITY OF DALTON BUILDING
AUTHORITY

By: _____
Authorized Representative

Approved by

CITY OF DALTON, GEORGIA

By: _____
Authorized Representative

SCHEDULE “1”

Payee

Amount

Purpose

SECRETARY'S CERTIFICATE

The undersigned Secretary of The City of Dalton Building Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 26th day of February, 2021, authorizing the issuance of not to exceed \$21,000,000 in aggregate principal amount of The City of Dalton Building Authority Revenue Bonds (City of Dalton Projects), Series 2021, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of The City of Dalton Building Authority, this the 26th day of February, 2021.

Secretary

Exhibit B

Intergovernmental Contract

INTERGOVERNMENTAL CONTRACT

by and between

THE CITY OF DALTON BUILDING AUTHORITY

and

CITY OF DALTON, GEORGIA

Dated as of April 1, 2021

Relating to The City of Dalton Building Authority Revenue Bonds (City of Dalton Projects),
Series 2021

The rights and interest of The City of Dalton Building Authority (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted by the Authority on February 26, 2021, as supplemented.

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of April 1, 2021, by and between THE CITY OF DALTON BUILDING AUTHORITY (the “Authority”), a public body corporate and politic of the State of Georgia, and CITY OF DALTON, GEORGIA (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, The City of Dalton Building Authority (the “Authority”) was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an amendment to the Constitution of the State (1968 Ga. Laws, p. 1466, *et seq.*, as continued 1986 Ga. Laws, p. 5547, *et seq.*, as hereafter amended) (the “Amendment”); and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Amendment) including the acquisition, construction and improvement of buildings and facilities for use by the City of Dalton, Georgia (the “City”) for its governmental, proprietary and administrative functions, or for the purpose of refunding, as provided in the Amendment, any such bonds of the Authority previously issued to finance or refinance the cost of a project; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, including the Revenue Bond Law, and a resolution adopted by the Authority on April 8, 2010, the Authority issued its The City of Dalton Building Authority (Georgia) Revenue Bonds (Taxable – Recovery Zone Economic Development Bonds – Direct Payment), Series 2010, in the original aggregate principal amount of \$5,600,000 (the “Series 2010 Bonds”), for the purpose of providing funds to finance, in whole or in part, (a) the cost of the acquisition of property, construction and equipping of a new Community Center, and renovations and improvements to recreation facilities including James Brown Park for the citizens of the City (the “2010 Projects”) and (b) paying the costs of issuance thereof; and

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Authority and the City entered into an Intergovernmental Agreement, dated as of April 8, 2010 (the “2010 Contract”), pursuant to which the Authority agreed to issue the Series 2010 Bonds to finance the 2010 Projects, and the City, in consideration of the Authority’s doing so, agreed to pay

to the Authority amounts sufficient to pay the principal of and interest on the Series 2010 Bonds; and

WHEREAS, because of present market conditions it is advisable, feasible and in the best interest of the Authority and the City that [all of the] Series 2010 Bonds (the “Refunded Bonds”) be refunded and called for redemption, in order to effect a savings in the debt service requirements on the City’s outstanding bonded indebtedness, and the Authority and the City have determined, after their own independent study and investigation, that it is in the best interest of the Authority and the City to refund the Refunded Bonds; and

WHEREAS, the Authority and the City desire to acquire, construct and install certain public buildings, facilities and equipment necessary and convenient for the efficient operation of the City (the “2021 Projects,” and, together with the 2010 Projects, the “Projects”), as more fully described in Exhibit A attached hereto; and

WHEREAS, after careful study and investigation, the Authority issued its Revenue Bonds (City of Dalton Projects), Series 2021, in the aggregate principal amount of \$ _____ (the “Series 2021 Bonds”) for the purpose of providing funds to (a) acquire, construct and install the 2021 Projects, (b) refund the Refunded Bonds and (c) pay the costs incident thereto; and

WHEREAS, the Series 2021 Bonds will be issued pursuant to the Amendment, the Revenue Bond Law, a resolution of the Authority adopted on February 26, 2021, as supplemented by the Authority’s Supplemental Bond Resolution, adopted on April ___, 2021 (collectively, the “Bond Resolution”); and

WHEREAS, the Series 2021 Bonds shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Authority and the City propose to enter into this Contract, pursuant to which the Authority will agree to provide funds to finance the acquisition, construction and installation of the 2021 Project and refund the Refunded Bonds, and the City will agree to make contract payments in stated amounts which are sufficient to pay when due the principal of and interest on the Series 2021 Bonds; and

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 hereto agree as follows:

ARTICLE 1.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions.

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Bond Resolution” shall mean the resolution of the Authority, adopted on February 26, 2021, as supplemented by the supplemental resolution adopted by the Authority on April ___, 2021, authorizing the issuance of the Series 2021 Bonds.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Term” shall mean the term of this Contract as specified in Section 5.1 hereof.

“Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent, (ii) this Contract, (iii) utility access and other easements and rights of way, restrictions and exceptions that an authorized representative of the Authority certifies will not interfere with or impair the Projects, and (iv) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Projects and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Authority.

“State” shall mean the State of Georgia.

Section 1.2. Rules of Construction.

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE 2.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.1. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Amendment, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2021 Bonds are outstanding. Under the provisions of the Amendment, the Authority is authorized to (i) adopt the Bond Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Series 2021 Bonds, (iii) refund the Refunded Bonds, and (iv) execute, deliver and perform its obligations under this Contract. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2021 Bonds, (ii) the refunding of the Refunded Bonds, and (iii) the execution, delivery and performance of this Contract. The Bond Resolution, the Series 2021 Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) In connection with the issuance of the Series 2010 Bonds, the Authority has previously determined that the 2010 Projects were projects in furtherance of the Authority's purpose and mission under the Amendment.

(c) The Authority has determined that the 2021 Projects are projects in furtherance of the Authority's purpose and mission under the Amendment.

(d) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition, construction or installation of the 2021 Projects, (ii) issuance of the Series 2021 Bonds, (iii) refunding the Refunded Bonds, or (iv) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(e) The adoption of the Bond Resolution, the issuance of the Series 2021 Bonds and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Amendment, the Authority's bylaws, any resolutions or ordinances of the City, Whitfield County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the

Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2021 Bonds, pledging the Contract Payments and this Contract to the payment of the Series 2021 Bonds of financing of the Projects, or refunding the Refunded Bonds, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Series 2021 Bonds, the Bond Resolution or this Contract or (B) materially adversely affect the transactions contemplated by this Contract.

(g) The Authority is not in violation of the Amendment, its bylaws, any resolutions or ordinances of the City, Whitfield County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(h) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the City's interest in the Projects will or may be, impaired or encumbered in any manner except as permitted herein and the Bond Resolution and except for acts or things done or permitted by the City.

(i) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged.

(j) The Authority makes no representation as to the financial position or business condition of the City and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications with respect to the City in connection with the sales of the Series 2021 Bonds, or as to the correctness, completeness or accuracy of such statements.

Section 2.2. Representations, Warranties and Agreements of the City.

The City makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the City.

(b) In connection with the issuance of the Series 2010 Bonds, the City determined that the 2010 Projects are in the public interest.

(c) The City has determined that the 2021 Projects are in the public interest.

(d) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) acquisition, construction or installation of the Projects, (ii) refunding the Refunded Bonds, or (iii) execution, delivery and performance of this Contract by the City, except as shall have been obtained as of the date hereof.

(e) The authorization, execution, delivery and performance by the City of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) collecting ad valorem taxes and using it to make the Contract Payments, (B) acquiring, constructing and installing the 2021 Projects, or (C) refunding the Refunded Bonds, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Contract.

(g) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[END OF ARTICLE II]

ARTICLE 3.

ISSUANCE OF SERIES 2021 BONDS; APPLICATION OF BONDS PROCEEDS; COMMENCEMENT AND COMPLETION OF PROJECTS

Section 3.1. Agreement to Issue the Series 2021 Bonds.

In order to provide funds, as provided in the Bond Resolution, to acquire, construct and install the 2021 Projects, refund the Refunded Bonds and pay the costs incident thereto, the Authority, in accordance with the Amendment, will issue the Series 2021 Bonds, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Bondholders. The Authority has delivered a certified copy of the Bond Resolution to the City.

Section 3.2. Date, Denomination, and Maturities.

The Series 2021 Bonds will be issued in one or more series to be issued, in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Bond Resolution. Interest on the Series 2021 Bonds will be paid to the person or persons and in the manner stated in the Series 2021 Bonds and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2021 Bonds shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Series 2021 Bonds.

The City agrees to perform all such obligations as are contemplated by the Bond Resolution to be performed by the City.

Section 3.4. Application of Bond Proceeds.

At and upon the delivery of and payment for the Series 2021 Bonds, the proceeds received therefrom shall be applied in the manner set forth in the Bond Resolution.

Section 3.5. Agreement to Acquire, Construct and Install the 2021 Projects.

(a) The Authority hereby appoints the City as its sole and exclusive agent to proceed forthwith with acquiring, constructing and equipping the 2021 Projects in accordance with the Project Report as defined in the Bond Resolution. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction and equipping of the 2021 Projects. The 2021 Projects shall be acquired, constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The City will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall (i) if the City has corrected at its own expense the matter which

gave rise to such default or breach, be paid to the City or (ii) if the City has not corrected at its own expense the matter which gave rise to such default or breach, be paid into the Project Fund.

(b) The City, as the sole and exclusive agent of the Authority, shall acquire, construct and install, or cause to be acquired, constructed and installed, the 2021 Projects substantially as described in the Project Report with such change orders as may be approved by the City and the Authority.

(c) The moneys credited to the Project Fund from the sale of the Series 2021 Bonds shall be used and applied only for the purpose of paying the cost of the 2021 Projects described in the Project Report and otherwise disbursed as provided in the Bond Resolution.

(d) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Bond Resolution. The City shall prepare the requisitions and certificates required by the Bond Resolution, a form of such requisition being attached as Exhibit D to the Bond Resolution.

(e) All real or tangible personal property acquired with the proceeds of the Series 2021 Bonds shall be titled in the name of the City. All such property shall be free of any liens and encumbrances and the same shall constitute part of the 2021 Projects.

Section 3.6. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Depository by a certificate signed by a duly authorized representative of the City stating that, except for amounts retained by the Project Fund Depository at the City's direction to pay any cost of the 2021 Projects not then due and payable, (a) the 2021 Projects have been completed and all costs of labor, services, materials and supplies have been paid, and (b) all other facilities necessary in connection with the 2021 Projects have been acquired, constructed and equipped and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Project Fund Depository shall retain in the Project Fund a sum equal to the amounts necessary for payment of the costs of the 2021 Projects not then due and payable according to such certificate. If any such amounts so retained are not subsequently used, prior to any transfer of such amounts to the Sinking Fund, the Project Fund Depository shall give notice to the Authority and the City of the failure to apply such funds for payment of the costs of the 2021 Projects. Any amount not to be retained in the Project Fund for payment of the costs of the 2021 Projects, and all amounts so retained but not subsequently used, shall be transferred by the Project Fund Depository into the Sinking Fund and shall be used to pay the next occurring principal amount due on the Series 2021 Bonds.

[END OF ARTICLE III]

ARTICLE 4.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; contract PAYMENT PROVISIONS;

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective as of April 1, 2021, and term of the Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on the later of (a) February 1, 20__, or if at said time and on said date the Series 2021 Bonds have not been paid in full as to principal and interest then on such date as such payment shall have been made or (b) the date the Series 2021 Bonds have been paid in full, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Section 10.9 hereof shall expire fifty (50) years from the date hereof.

Section 4.2. Contract Payments.

On or prior to each February 1 and August 1 of each year (each a "Contract Payment Date"), commencing August 1, 2021, the City shall make the Contract Payments to the Authority as set forth on Schedule 1 attached hereto. In addition to the foregoing, each Contract Payment shall include the charges as billed specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is on or prior to February 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal and interest on the Series 2021 Bonds coming due on February 1, and if such date is on or prior to August 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Series 2021 Bonds coming due on August 1, and such Contract Payments shall continue and recontinue until provision has been made for the payment in full of the Series 2021 Bonds as to principal, interest and premium, if any. In addition to the foregoing, the Contract Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund (except the amounts billed which are specified in subparagraphs (e) and (f) of Section 5.03 of the Bond Resolution).

Section 4.3. Optional Redemption and Optional Prepayment of Contract Payments.

(a) The Series 2021 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Bond Resolution, as supplemented, and the Contract Payments due under Section 4.2 shall be subject to prepayment, both at the option of the City.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the City to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until the Series 2021 Bonds and interest thereon has been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire the Series 2021 Bonds, in the manner provided in, and subject to, the Bond Resolution.

Section 4.4. Budget and Tax Levy to Pay Contract Payments; Charter Limitation.

(a) Article XI, Section 11-1 of the Charter of the City provides that the Mayor and Council shall have the power to levy an ad valorem tax, not to exceed one per centum, upon all taxable property, both real and personal, within the corporate limits of the City, for ordinary current expenses. Subject to the provisions of the Charter of the City, the obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed one per centum (or such greater amount as may hereafter be authorized through the passage of local legislation by the Georgia General Assembly or by the Mayor and Council through a hearing and notice procedure outlined in the Charter of the City), as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Contract Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2 hereof and such lien is superior to any that can hereafter be made; provided, however, the City may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.5. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Projects or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, the taking by eminent domain of title to or the use of all or any part of the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2021 Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 4.6. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the Bondholders, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the Bondholders.

[END OF ARTICLE V]

ARTICLE 5.

OWNERSHIP; MAINTENANCE AND OPERATION COVENANTS OF THE CITY; CITY'S OWN PERSONAL PROPERTY

Section 5.1. Ownership of Projects.

The Projects shall be titled in the name of the City.

Section 5.2. Maintenance and Operation of the Projects.

The City shall operate and maintain the Projects or cause the Projects to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the City shall be reasonable, and no more persons will be employed to operate the Projects than are necessary. The City shall at all times maintain the Projects or cause the Projects to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Projects or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

Section 5.3. Operating Expenses.

The City shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Projects, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Projects in accordance with sound business practice.

Section 5.4. Liens; Easements; Leases; Sale of Assets.

The City shall not create or suffer to be created, any lien, security interest or charge on the Projects, or any part thereof, and it shall pay, or cause to be discharged, or it shall make adequate provisions to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Projects, or any part thereof; provided, however, that nothing contained in this Contract shall require the City to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

The City may grant or cause to be granted easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Projects, or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Projects with or without consideration.

The City may sell, lease or give away all or a portion of the Projects. Prior to such conveyance, the City shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the Series 2021 Bonds as provided in Section 7.05 of the Bond Resolution.

Section 5.5. Removal of Equipment.

Neither the Authority nor the City is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment or other personalty forming a part of the Projects. In any instance where the City in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the City may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the City, and the City may sell, trade, exchange or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Projects. Prior to such conveyance, the Authority and the City shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the Series 2021 Bonds as provided in Section 7.05 of the Bond Resolution.

Section 5.6. Alterations and Improvements to Projects.

The City, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Projects, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes. Portions of the real property constituting part of the Projects may be deleted from the Projects description in the event that the final plans and specifications for the Projects do not use all of the real property or portions of the Projects are located on other parcels which are added to the description of the Projects.

Section 5.7. Installation of City's Own Personal Property.

The City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Projects or on the real property comprising the Projects. All such machinery, equipment and other tangible property shall remain the sole property of the City in which the Authority shall have no interest.

Section 5.8. Use of Proceeds and Specific Tax Covenants.

The Series 2021 Bonds are being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2021 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the City that the interest on the Series 2021 Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the City hereby covenants with the Bondholders as follows:

(a) That they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2021 Bonds under Section 103 of the Code.

(b) That they will not directly or indirectly use or permit the use of any of the proceeds of the Series 2021 Bonds or take or omit to take any action in a way that would cause the Series 2021 Bonds to be (i) “private activity bonds” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) That they will not directly or indirectly use or permit the use of any proceeds of the Series 2021 Bonds or any other funds of the Authority or the City or take or omit to take any action that would cause the Series 2021 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Authority and the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the Authority or the City. In the event that at any time the Authority or the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the Authority and the City shall take such action as may be necessary to effect the same.

Section 5.9. Arbitrage Covenants.

Neither the Authority nor the City shall, subsequent to the date of the issuance and delivery of the Series 2021 Bonds, intentionally use any portions of the proceeds of the Series 2021 Bonds to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the payment of rebate, if any, required to be made by the Authority, and that they will expend the proceeds of the Series 2021 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

[END OF ARTICLE VI]

ARTICLE 6.

SPECIAL COVENANTS AND AGREEMENTS

Section 6.1. No Warranty of Condition or Suitability by the Authority.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECTS OR ITS SUITABILITY.

Section 6.2. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

Section 6.3. Bonds Made Subject to this Contract.

No Additional Bonds shall be subject to this Contract unless and until the City and the Authority shall execute an amendment or supplement to this Contract specifically incorporating such Additional Bonds.

Section 6.4. Continuing Disclosure Certificate.

The City hereby covenants for the benefit of the owners of the Series 2021 Bonds and the initial purchaser of the Series 2021 Bonds to comply with its obligations under a Continuing Disclosure Certificate, to be entered into in connection with the issuance of the Series 2021 Bonds, to assist the initial purchaser of the Series 2021 Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Contract shall be an action to compel performance.

[END OF ARTICLE VII]

ARTICLE 7.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one or more of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 4.2 hereof;

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Bondholders specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of force majeure, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 4.2 hereof), the City shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; or

(c) An “event of default” shall have occurred under the Bond Resolution.

Notwithstanding the foregoing, a breach of the covenant contained in Section 6.4 hereof shall not be deemed an event of default hereunder, and the sole remedy shall be an action to compel performance.

Section 7.2. Remedies on Default.

Whenever any event of default referred to in Section 7.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholder as provided in the Bond Resolution, may take any one or more of the following remedial steps:

- (a) The Authority or the Bondholders may seek the appointment of a receiver for the Projects;
- (b) The Authority or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Projects;
- (c) The Authority or the Bondholders may required any depository under the Bond Resolution to turn over to the Sinking Fund Custodian any moneys held in any of the funds created pursuant to the Bond Resolution;
- (d) The Authority or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Contract; and
- (e) The bondholders may exercise any remedies provided for in the Bond Resolution.

Any amounts collected pursuant to action taken under this Section 7.2 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Bondholders to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 7.4. No Waiver of Breach.

In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived

and shall not be deemed to waive any other breach hereunder.

Section 7.5. City Authorized to Cure Default of Authority.

With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City, with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 7.6. Failure to Enforce Agreement Not a Waiver.

The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

[END OF ARTICLE IX]

ARTICLE 8.

INDEMNITY

Section 8.1. Authority Indemnified; Immunity of Members of Authority.

(a) During the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the Projects occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the City, its agents or employees in connection with the operation, management, or maintenance of any part of the Projects, (ii) any use, non-use, condition of or defect in any part of the Projects, and (iii) any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract, provided, however, that the indemnity provided by this Section shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained for insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Bond Resolution, or the performance of any act requested of the Authority by the City, nevertheless, if the Authority should incur any such pecuniary liability, then at that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract or in the Bonds or the Bond Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Bonds, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the completion of the acquisition, construction, and equipping of the Projects and the termination of this Contract.

[END OF ARTICLE X]

ARTICLE 9.

MISCELLANEOUS

Section 9.1. Agreement to Pay Attorneys' Fees and Expenses.

If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bondholders should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bondholders the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bondholders.

Section 9.2. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Authority: The City of Dalton Building Authority
PO Box 1205
300 West Waugh Street
Dalton, Georgia 30722
Attention: Chairman

with a copy to: Mitchell & Mitchell, P.C.
108 S Thornton Avenue
Dalton, Georgia 30720
Attention: Terry Miller, Esq.

If to the City: City of Dalton, Georgia
300 West Waugh Street
Dalton, Georgia 30722
Attention: Mayor

Mitchell & Mitchell, P.C.
108 S Thornton Avenue
Dalton, Georgia 3070
Attention: Terry Miller, Esq.

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.3. Binding Effect; Third-Party Beneficiaries.

This Contract shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained

in this Contract. The City hereby acknowledges and agrees that the Authority has pledged its rights, title and interests (but not its obligations) under this Contract as security for the payment of the principal or, premium, if any, and interest on the Series 2021 Bonds. The City hereby consents to such pledge and the Authority and the City agree that the Bondholders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 9.4. Severability.

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.5. Amounts Remaining in Sinking Fund.

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of the Series 2021 Bonds shall belong to and be paid to the City.

Section 9.6. Amendments, Changes and Modifications.

This Contract may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Contract; (b) to provide for the issuance of Additional Bonds in accordance with the terms of this Contract (including, without limitation, the addition of events of default and remedies relating to any Additional Bonds hereafter incurred by the City); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders by the City; (d) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (e) to conform to supplements to the Bond Resolution; (f) to make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interests of the Bondholders. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owners of fifty-one (51%) in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Contract Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Bond Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required to consent to any such amendment, change or modification.

Section 9.7. Execution Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.8. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 9.9. Law Governing Contract.

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

[END OF ARTICLE XI]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THE CITY OF DALTON BUILDING
AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF DALTON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

SCHEDULE 1

CONTRACT PAYMENTS

[ATTACHED.]

EXHIBIT A

DESCRIPTION OF PROJECT

2021 PROJECTS

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) *City Recreation Projects* including, but not limited to, an aquatics center, a soccer complex, Haig Mill trail, Heritage Point Park upgrades, Bur Park improvements, Haig Mill Lake improvements, and playground replacements and upgrades.
- 2) *City Economic Development Projects* including, but not limited to, a Market Street access road, downtown streetscape, and land purchases for future related municipal projects.
- 3) *City Stormwater Projects* including, but not limited to, mitigation of approximately 26 off right-of-way stormwater issues, Ridge Street basin improvements, regional detention ponds and related professional services and planning in connection with the stormwater projects.

2010 PROJECTS

The acquisition, construction and installation of certain land, public buildings, facilities and equipment necessary and convenient for the efficient operation of the City, consisting of the following:

- 1) Acquisition of property, demolition of old structures, construction, equipping and furnishing of a new Dalton Community Center, including outside areas not limited to parking, splash pad, concessions, bathrooms, a soccer field, outside lighting, and picnic shelters; and
- 2) Renovations and improvements at James Brown Park and other recreation facilities including landscaping, lighting, fencing, construction of new soccer/football fields, and resurfacing of exiting soccer fields.

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Dalton, Georgia (the "City"), which resolution was duly adopted at a meeting of the Mayor and Council of the City duly called and assembled on March 1, 2021, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Mayor and Council of the City which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the City this 1st day of March, 2021.

(S E A L)

Clerk