



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 16, 2022
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamations:

- [1.](#) Historic Preservation Month - May 2022 - Dalton Historic Preservation Commission

Special Recognitions:

2. Historic Preservation Commission Outstanding Preservation Project 2021: Barrett Development for 307 S. Hamilton Street - Belk Gallant Building

Minutes:

- [3.](#) Mayor and Council Minutes of May 2, 2022
- [4.](#) Mayor and Council Work Session Minutes of May 5, 2022

Unfinished Business:

- [5.](#) Second Reading Ordinance 22-09 To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.

New Business:

- [6.](#) Appointment of Elizabeth Caperton to the Historic Preservation Commission to fill the Unexpired 3-Year Term of Carolyn Roan to Expire February 1, 2024.
- [7.](#) Georgia Classic Main Streets Program Memorandum of Understanding 2022-2023

8. Work contract with Grade 1 Underground, Inc. to install a required fire hydrant and associated piping, pit and backflow prevention device at the Dalton Airport.
9. First Reading Ordinance 22-07 An Ordinance To Amend By Home Rule “The Mayor And Council Of The City Of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination Of Employment; Pension To Cease If Again Placed On Payroll;” To Provide An Effective Date; To Provide For Severability; And For Other Purposes.

Supplemental Business

Announcements

Adjournment

PROCLAMATION



HISTORIC PRESERVATION MONTH MAY 2022



WHEREAS, the National Trust for Historic Preservation established May as Historic Preservation Month in 1973, as a way to promote historic places for the purpose of instilling community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, Historic Preservation helps maintain community character while enhancing livability and gives citizens a deeper understanding of their diverse heritage and a greater appreciation of our unique historic and natural resources; and

WHEREAS, Historic Preservation is an effective tool to build awareness with the concerns of neighborhood history, the city's heritage, and the economic benefits realized by initiating improvements and restoring a community to a thriving condition.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim May 2022 as **"HISTORIC PRESERVATION MONTH"** and proudly recognize our local Historic Preservation Commission for their dedicated efforts so that historic resources in our city can be preserved for future generations.

*In witness whereof, I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date May 16, 2022 _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 2, 2022

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 Dennis Mock, Annalee Sams, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller. City Clerk Bernadette Chattam was absent.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Sams, second Council member Farrow, the Agenda dated May 2, 2022 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

- Harless Bonds addressed the Mayor and Council regarding a Stormwater Concern at 1023 Roan Street. Mayor Pennington referred Mr. Bonds to Public Works Director Chad Townsend.
- DDDA Director Candance Eaton reported to the Mayor and Council that DDDA, Believe Greater Dalton, and Dalton Parks and Recreation Departments are planning watch parties on the big screen at Burr Park Thursday night for the Northwest-Southeast soccer title game and Friday night for the Dalton High game.
- Allyson Coker, Project Manager, Believe Greater Dalton, stated the Georgia Game Changers finally launched last week. Coker stated there are 49 young professionals from all over the state of Georgia participating in this project. Coker explained that the program, sponsored by the Georgia Municipal Association, brings together a group of professionals ages 24-40 each year to help solve the persistent challenges of one community in Georgia. This year, the program is focusing on Dalton. Coker stated that each class does extensive research and works to generate big idea recommendations based on their host community's specific needs. Coker further stated that they will present their recommendations, along with a comprehensive report, at the end of their project in September. Coker outlined their four challenge questions selected by the Dalton host committee:
 - Destination Dalton
 - Redevelopment
 - Education
 - Community Engagement

PROCLAMATIONS

CHRISTIAN HERITAGE SCHOOL LIONS CHEERLEADERS DAY

The Mayor and Council proclaimed May 2, 2022 as "Christian Heritage Lions Cheerleaders Day" and congratulated them for winning the 2022 National Christian Cheerleading Championship.

PROCLAMATIONS Cont'd

NATIONAL TRAVEL AND TOURISM WEEK - MARGARET THIGPEN, TOURISM DIRECTOR

The Mayor and Council proclaimed May 1-7, 2022 as National Travel and Tourism Week” and urged citizens to join in recognizing the critical role this industry plays in Dalton-Whitfield County.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of April 18, 2022. On the motion of Council member Sams, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 22-14 “LOCAL” ALCOHOL BEVERAGE LICENSE

On the motion of Council member Mock, second Council member Sams, the Mayor and Council adopted Ordinance 22-14 an Ordinance Of The City Of Dalton Amending Section 10-101 captioned “Definitions” and Section 10-112 (d) (1) Within Article IV “Special Events” Of Chapter 10 “Amusements And Entertainment” Of The 2001 Revised Code Of Ordinances Of The City Of Dalton To Provide And Clarify That Any Vendor Selling Or Purveying Alcoholic Beverages Must Hold An Alcoholic Beverage License From The City Of Dalton; To Establish An Effective Date; To Repeal Conflicting Laws And Ordinances; And For Other Purposes. The vote was unanimous in favor.

SECOND READING ORDINANCE 22-13 – UNIFIED ZONING/DWELLING UNIT SIZE

Ethan Calhoun, Assistant Planning Director, stated Ordinance 22-13 is a request of the City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text in regard to dwelling unit size within the City of Dalton, and to add multi-family residential as a permitted use within the Mixed-Use zone district. (Dalton, Varnell, Whitfield). On the motion of Council member Mock, second Council member Sams, the Mayor and Council adopted Ordinance 22-13. The vote was unanimous in favor.

NEW 2022 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Sams, second Council member Farrow, the Mayor and Council approved the following New 2022 Alcohol Beverage Applications:

(5) 2022 ALCOHOL APPLICATIONS

1. Business Owner: GetGo Market Inc.
d/b/a: Corner Express 2
Applicant: Midhun Pillai
Business Address: 324 N. Glenwood Ave
License Type: Package Beer, Package Wine (Gas Station / Convenience Store)
Disposition: **New**
2. Business Owner: Sidhivinayaka, LLC
d/b/a: 1704 Dalton Shell
Applicant: Dhaval Naunit Patel
Business Address: 1704 Abutment Rd.
License Type: Package Beer, Package Wine (Gas Station / Convenience Store)
Disposition: **New**
3. Business Owner: Samrin Investments, LLC
d/b/a: Sam's Fine Wine and Package Store
Applicant: Sirajuddin Shariff
Business Address: 2100 Cleveland Hwy
License Type: Package Beer, Package Wine, Package Liquor (Package Store)
Disposition: **New**
4. Business Owner: Krishna 1974 LLC
d/b/a: Jims Liquor
Applicant: Ashish Chaudhari
Business Address: 1507 E. Walnut Ave
License Type: Package Beer, Package Wine, Package Liquor (Package Store)
Disposition: **New**
5. Business Owner: D Food Collab LLC
d/b/a: D Food Collab
Applicant: Eleazar Pacheco Jr.
Business Address: 301 E. Morris St.
License Type: Pouring Beer, Pouring Wine (Restaurant)
Disposition: **New**

The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING – DALTON PARKS AND RECREATION & GEORGIA RECREATION AND PARKS ASSOCIATION

Recreation Director Caitlin Sharpe presented a MOU between Dalton Parks and Recreation Department with Georgia Recreation and Parks Association to receive funding through the BOOST Grant Program. Sharpe stated DPRD requested \$12,615.00 in grant funds and was awarded the total amount. Sharpe further stated that the funds are to be used for the following:

- Reduction in cost to families for participation through limited scholarships
- Salaries and fringe benefits and contract labor
- Program materials and supplies
- Education Field trips

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved the Memorandum of Understanding. The vote was unanimous in favor.

AGREEMENT OF GEORGIA DEPARTMENT OF EDUCATION CONFLICT OF INTEREST AND DISCLOSURE POLICY

Recreation Director Caitlin Sharpe presented the Agreement of Georgia Department of Education Conflict of Interest and Disclosure Policy. Sharpe stated that after the MOU is signed for the Boost Grant Program, entities receiving funds must agree and sign the Conflict of Interest and Disclosure Policy. On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the Conflict of Interest and Disclosure Policy. The vote was unanimous in favor.

BASS PRO SHOPS AND CABELA’S OUTDOOR GRANT AGREEMENT FOR DALTON PARKS & RECREATION

Recreation Director Caitlin Sharpe presented the Bass Pro Shops and Cabela’s Outdoor Grant Agreement for Dalton Parks & Recreation. Sharpe stated that the DPRD applied for funding to support a new summer camp “Learn to Fish”. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Bass Pro Shops and Cabela’s Outdoor Grant Agreement for Dalton Parks & Recreation. Sharpe stated that the Learn to Fish camp will support efforts to connect new audiences to the outdoors. The vote was unanimous in favor.

TEMPORARY CONSTRUCTION EASEMENTS FOR CENTRIFUGAL SPIN CAST PIPE RESTORATIONS AS PART OF THE WALNUT NORTH DRAINAGE IMPROVEMENTS PROJECT

Public Works Director Chad Townsend presented the Temporary Construction Easements for Centrifugal Spin Cast Pipe Restorations as Part of the Walnut North Drainage Improvements Project. Townsend stated that the temporary construction easements are required to complete work for the off right of way Stormwater Improvements within the Walnut North Drainage Improvements Project as proposed by Arcadis’s Improvement Scenario Memo dated October 25, 2021. On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved the Temporary Construction Easements. The vote was unanimous in favor.

RENEWAL AGREEMENT WITH SPECTRA CONTRACT FLOORING FOR DALTON CITY HALL

Human Resources Director Greg Batts presented he Renewal Agreement with Spectra Contract Flooring for Dalton City Hall in the amount of \$4945.92. Batts stated the agreement is for carpet cleaning and waxing of break room floors for City Hall. On the motion of Council member Mock, second Council member Sams, the Mayor and Council approved the Renewal Agreement. The vote was unanimous in favor.

FIRST READING ORDINANCE 22-07 – PENSION PLAN AMENDMENT – RETIREES RETURNING TO WORK

The Mayor and Council held a first reading of Ordinance 22-07 An Ordinance to Amend by Home Rule “The Mayor and Council of The City of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination of Employment; Pension to Cease If Again Placed on Payroll;” To Provide an Effective Date; To Provide for Severability; And for Other Purposes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:30 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
CALLED WORK SESSION
MACK GASSTON COMMUNITY CENTER
MAY 5, 2022

The Mayor and Council held a Work Session to discuss the City's Capital Improvements Budget this evening beginning at 5:00 p.m. at the Mack Gaston Community Center at 218 North Fredrick St. Present were Mayor David Pennington, Council members, Annalee Sams, Steve Farrow, Dennis Mock, City Administrator Andrew Parker, Police Chief Cliff Cason, Fire Chief Todd Pangle, Parks & Recreation Director Caitlin Sharpe, Airport Manager Andrew Wiersma, Public Works Director Chad Townsend, Human Resource Director Greg Batts, IT Director Jorge Paez, Finance Director Cindy Jackson, and City Clerk Bernadette Chattam. Council member Tyree Goodlett was absent.

APPROVAL OF AGENDA

On the motion of Council member Sams, second Council member Mock, the Mayor and Council approved the May 5, 2022 Work Session agenda. The vote was unanimous in favor.

REVIEW OF FY-22 CAPITAL IMPROVEMENT PROGRAM (CIP) REQUESTS

Overview of CIP Program – Andrew Parker

City Administrator Andrew Parker gave an overview of the Capital Improvement Program which detailed the benefits of the program, the anticipated costs, proposed funding means, the evaluated criteria, and scheduled time of each project.

Financials from FY-21 CIP Fund – Cindy Jackson

Finance Director Cindy Jackson, gave an overview of the Financials. A copy of this report is a part of these minutes.

Department Presentation / Q&A

The following City of Dalton departments presented their FY 2022 CIP Requests. A copy of the presentation outlining each request is a part of these minutes.

- City Administration Department
- Police Department
- Parks & Recreation Department
- Public Works Department
- Airport

After a lengthy presentation session, the Mayor and Council postponed further presentations until the next Finance Committee meeting.

- Human Resource Department
- Information Technology Department
- Fire Department

ADJOURNMENT

There being no further business to come before the Mayor and Council Work Session. On the motion of Council member Mock, second Council member Sams, the work session was adjourned at 7:02 p.m.

Gesse Cabrera
Deputy City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/16/22

Agenda Item: Ordinance 22-09 Second Reading

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Second Reading - Ordinance 22-09 - To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.

CITY OF DALTON
ORDINANCE
Ordinance No. 22-09

To Amend Pursuant To Home Rule (O.C.G.A. Section 36-35-3(b)(1)) The Charter of The City of Dalton (Ga. L. 1974, P.181, As Amended, Particularly By Ordinance No. 05-03, Section 2 And 3, To Provide Regulation of Leasing of The City's Real And Personal Property; To Specify An Effective Date; To Provide For Severance; And for Other Purposes.

WHEREAS, the City of Dalton has authority and power under its Municipal Charter, Ga. L. 1874, p. 181, as amended, and especially as amended by Ordinance No. 05-03, Section 2 and 3, to lease real and personal property of the City which is or has been dedicated to public use both to governmental agencies as well as well as private persons; and

WHEREAS, the City of Dalton desires to enact binding regulations on its authority and power in the leasing of such property as seems proper considering good business practice and restrictions enacted by the Georgia General Assembly in the Georgia Municipal Code which while not binding on the City of Dalton provide some considerations; and

WHEREAS, The Mayor and Council deem these binding regulations to be in the interest of the health, safety, and general welfare of the citizens of the City of Dalton;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Dalton and by authority of same ITS IS HEREBY ORDAINED as follows:

-1-

The statements hereinabove are adopted as the findings of fact of the Mayor and Council.

-2-

The City's Municipal Charter, GA. L. 1974, p.181, as amended, especially by that Home Rule Ordinance No. 05-03, sections 2 and 3, of February 21, 2005 in Section 4.8(r) is stricken in its entirety and substituted in lieu thereof is the following:

(r) *Municipal property ownership.* To acquire, dispose of, lease, grant an easement in and hold in trust or otherwise, any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the City.

In respect to the City's lease of any of its real property dedicated to public use pursuant to this Charter, the authority of the City to lease its real estate or enter into any time leases or contracts for the use, operation, or management of any real property of the municipal corporation, shall include a lease or leases to private persons not exceeding thirty-five (35) years upon terms negotiated fully at arms length between the City of Dalton and such private person or persons and without necessity of sealed bid but upon such other terms as may

result in fair rental value either in money or in-kind or both, and provided lessee or contractor is required to:

- i). provide and maintain in force and effect throughout the terms of such lease or contract sufficient liability insurance, in an amount not less than \$1 million per claim, no aggregate, naming the municipality as a named insured;
- ii). assume sole responsibility for or incur liability for any injury to person or property caused by any action or omission of any person while on the property and shall agree to indemnify the municipality and hold it harmless from any claim, suit, or demand made by any person; and
- iii). agree to indemnify the municipality and hold it harmless from any claim, suit, or demand arising out of any improvements of the property or any indebtedness or obligations incurred by the lessee or contractor in making any such improvements to such property.

-3-

Inasmuch as the Ordinance is being enacted pursuant to O.C.G.A. §36-35-3(b)(1) it shall be adopted in accordance with the statutory procedure for Municipal Charter amendments by Home Rule and a synopsis thereof shall be published in the official organ of Whitfield County, Georgia once per week for three (3) weeks preceding final adoption.

-4-

All laws and ordinances or parts thereof in conflict herewith are hereby repealed.

-5-

The provisions of this Ordinance are intended to be severable so that if any part hereof shall be determined to be unlawful or unenforceable then such unlawful or unenforceable part shall be severed and then the remaining parts hereof shall remain in full force and effect.

-6-

The Ordinance shall be effective to amend the City Municipal Charter as provided by the Municipal Home Rule Act of 1965, as amended.

So **ORDAINED**, this ____ day of _____, 2022.

ADOPTION as follows:

On _____, 2022 this Ordinance received its First Reading and upon Motion of Councilperson _____ and second by Councilperson _____ the Ordinance received an initial vote being _____AYES, _____NAYS.

On _____, 2022, the Ordinance received a second reading and upon motion of Councilperson _____ and second by Councilperson _____, the Ordinance received a vote of _____ AYES, _____NAYS upon the question of adoption and the Ordinance DOES/DOES NOT pass.

MAYOR

A true copy of the foregoing Ordinance has been published in two (2) public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the _____ day of _____, 2022.

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/16/22

Agenda Item: Appointment to Historic Preservation Commission

Department: Administration

Requested By: HPC

Reviewed/Approved by City Attorney? Yes/No

Cost:

Funding Source if Not in Budget

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

Appointment of Elizabeth Caperton to the Historic Preservation Commission to fill the unexpired 3 year term of Carolyn Roan to expire February 1, 2024.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/16/2022

Agenda Item: 2022-2023 Classic Main Street MOU

Department: DDDA

Requested By: Candace Eaton

Reviewed/Approved by City Attorney? Yes/No

Cost:

Funding Source if Not in Budget

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

Georgia Classic Main Streets Program Memorandum of Understanding for 2022-2023



2022-2023 Classic Main Street MOU Memorandum of Understanding

5/3/2022

This document should be signed by all local parties
(ACR, Board Chair, and Main Street Program Manager)
by **July 1, 2022**

Please email Ellen.Hill@dca.ga.gov with any questions.

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2022 -2023 Program Year

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

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

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

ARTICLE 1: THE COMMUNITY AGREES TO—

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

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

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

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

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

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

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

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

ARTICLE 4: DCA AGREES TO—

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

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2023.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2022-2023 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

**GEORGIA CLASSIC MAIN STREET PROGRAM MEMORANDUM
OF UNDERSTANDING: 2022-2023 Program Year**

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

LOCAL GOVERNMENT (COMMUNITY): Dalton

Authorized City Representative (ACR) Signature

Date

Andrew Parker

ACR Name Printed

ACR Title

MAIN STREET BOARD OF DIRECTORS

Board Chair Signature

Date

TJ Kaikobad

Board Chair Printed Name

Date Term Expires

DOWNTOWN MANAGER

Candace Eaton

Candace Eaton (May 4, 2022 13:47 EDT)

Manager's Signature

05/04/2022

Date

Candace Eaton

Manager Printed Name

03.01.2021

Date Hired



Please check here if this position is vacant.

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

ODD Director's Signature

Date

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

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/16/2022

Agenda Item: Contract with Grade 1 Underground, Inc. for Fire Hydrant Installation at Airport

Department: Airprot

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: \$37,303.97

Funding Source if Not in Budget General Fund with Grant Reimbursement

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

An additional fire hydrant is required at the Airport to meet fire code for new hangars that are being constructed. Project includes installation of 300ft of 8" water line, a concrete underground vault, backflow prevention device and two fire hydrants. Total project cost is \$62,742.70. The project cost will be split between two ground lease tenants and the Airport for a cost to the City of \$37,303.97. This expense will be 90% reimbursed by a Federal infrastructure improvement grant in FY23. Final 10% local match will be \$3730.40.

**CITY OF DALTON
MUNICIPAL AIRPORT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 16th day of May, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Grade 1 Underground, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 4483 Airport Rd SE, Dalton, GA 30721 upon which the Dalton Municipal Airport operates; and

WHEREAS, CITY desires to construct (an) additional fire hydrant(s) upon said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is an unpaved, portion of the property located at 4477 Airport Rd, Dalton, GA 30721 between the buildings labeled B7, B5, and the proposed site of the building PB1 as described on the 5th page of Exhibit A, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: May 16, 2022 through June 30, 2022

Time of day: 7:00 a.m. to 8:00 p.m.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Manager of the Dalton Municipal Airport. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Manager. CONTRACTOR shall not use the property in such a way as to interfere with the regular operation of Dalton Municipal Airport except as is necessary and approved in writing by the

Manager. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the "REQUEST FOR PROPOSAL FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT" attached hereto as "Exhibit A" which is included herein by reference and the specifications provided in the CONTRACTOR's proposal (Qoute No. 1780209) attached hereto as "Exhibit B". Work scope shall also include the provision of an underground concrete vault to house backflow device, removal of all excess dirt to a specified on-site location and reseed and hay treatment of disturbed ground areas.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on _____, 2022. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 30, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$62742.70 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Manager of the Dalton Municipal Airport;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;

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

property, and inspecting the progress of the project;

- (q) to use only new materials appropriate for completion of the project;

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

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

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

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

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

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder’s Risk Coverage - Property Coverage or Builder’s Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction. Should CONTRACTOR engage in the use of hazardous materials, it should maintain a pollution policy that has a 1 year extended reporting period with a minimum value of \$1,000,000 per occurrence and a \$2,000,000 policy limit.

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

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

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

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

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

Such notice to CONTRACTOR shall be mailed to: _____

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

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

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

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

19. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

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

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state.

The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

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

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

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

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

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

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

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

SIGNITURES ON FOLLOWING PAGE

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit "A"

City of Dalton

REQUEST FOR PROPOSAL (RFP)

FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT

Proposal of materials and labor required to install a fire hydrant at the Dalton Municipal Airport.

City of Dalton
PO Box 1205
Dalton, Georgia 30722
Phone: 706-618-4384
awiersma@daltonga.gov

RFP ID: AIR20221
Prepared By: City of Dalton
Date: April 20, 2022

**REQUEST FOR PROPOSAL
FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT**

RFP ID: AIR20221

PROPOSAL SUBMISSION DEADLINE: MAY 4, 2022 3:00 PM EST

Questions may be directed to:

Contact Name: Andrew Wiersma
Contact Address: 4483 Airport Rd
Dalton, GA 30721
Contact Telephone: 706-618-4384
Email Address: awiersma@daltonga.gov

INTRODUCTION

The City of Dalton welcomes proposals for the project: Fire Hydrant Installation at Dalton Municipal Airport. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time specified above under the “Proposal Submission Deadline.”

PROJECT OBJECTIVE

The objective and ultimate goal for this project is to meet current fire hydrant code requirements for the future construction of three (3) 60’x60’ aircraft hangars.

PROJECT SCOPE AND SPECIFICATIONS

Project scope includes all necessary materials and labor to install a fire hydrant which meets current fire code for fire hydrant proximity to the proposed hangar structures, including but not limited to, standard pit and 8” double-check backflow device, hydrant(s) and all required piping and fittings. Contractor is encouraged to propose whatever is necessary to best meet project objective. See page 5 for site drawings and specifications.

PROJECT TIMELINE

Project is needed ASAP with a completion date of no later than June 30, 2022.

PROJECT PROPOSAL EXPECTATIONS

City of Dalton shall award the contract to the proposal that best accommodates the various project requirements. The City of Dalton reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received and to accept that which is deemed most qualified to the City of Dalton. No proposal may be withdrawn by the Owner within sixty (60) days after actual date of opening thereof.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by the City of Dalton no later than 3:00 PM on May 4, 2022 for consideration in the project proposal selection process. Proposals will be opened and publicly announced at 3:00 PM on May 4, 2022 at Dalton City Hall.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

1. Proposals received by the stipulated deadline must be in the correct format.
2. Bidder's alleged performance effectiveness of their proposal's solution.
3. Bidder's performance history and alleged ability to timely deliver proposed services.
4. Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
5. Overall cost effectiveness of the proposal.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Legal Formation of Bidder (e.g. sole proprietor, partnership, corporation)
5. Date Bidder's Company was Formed
6. Description of Bidder's company in terms of size, range and types of services offered and clientele.
7. Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.

Financial Information

1. State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of reorganization under the bankruptcy code.
2. State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

Proposed Outcome

- Summary of timeline and work to be completed

Equipment or Service

- List any and all equipment or services required for this proposed project and the number of each.
- Detailed estimated cost for each piece of equipment or service.

Cost Proposal Summary and Breakdown

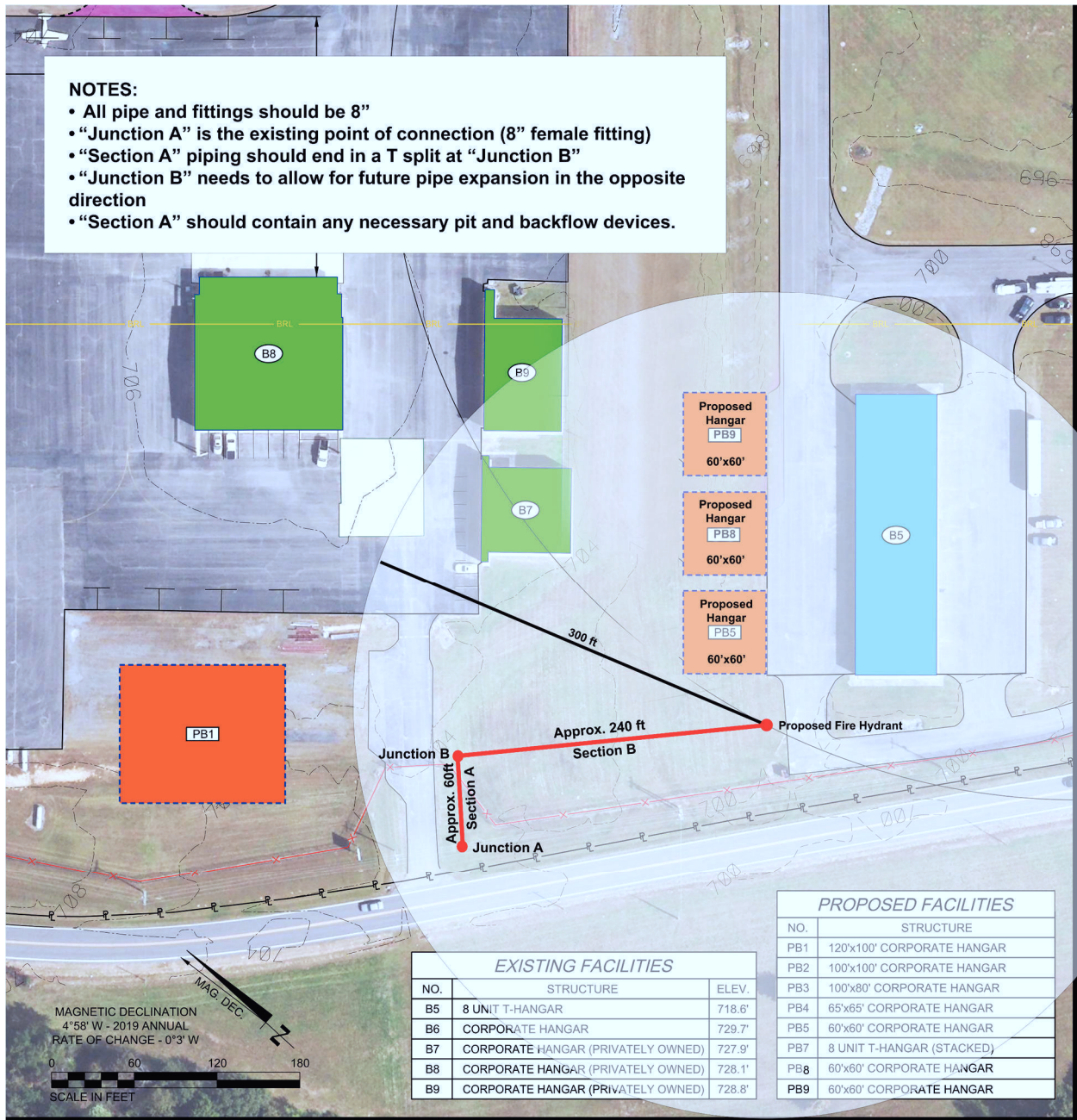
- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

ADDITIONAL CONTRACTOR REQUIREMENTS

- Winning contractor must maintain active status as an approved City of Dalton vendor throughout the duration of contract for services.
- Winning contractor must agree to maintain a policy of insurance in the minimum amount of \$1,000,000 during the agreement.
- Winning contractor must agree to provide workers' compensation insurance for Contractor's employees and agents and hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

NOTES:

- All pipe and fittings should be 8"
- "Junction A" is the existing point of connection (8" female fitting)
- "Section A" piping should end in a T split at "Junction B"
- "Junction B" needs to allow for future pipe expansion in the opposite direction
- "Section A" should contain any necessary pit and backflow devices.



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From

Grade 1 Underground,
Inc.423 Virgil Drive
Dalton GA 30721
706-529-7875

grade1ug.com

An Underground and Site
Work Company Serving
You**Quote No.****1780209**

Type

Installation

Prepared By

David Lomax

Created On

07/01/2021

Valid Until

05/31/2022

Quote For**City of Dalton Municipal
Airport**4483 AIRPORT RD SE
DALTON GA 30721-5621**Description of Work**

To provide and install under ground piping system to feed new additional building with (2) Fire Hydrants. These prices are for the following job to be completed at the same time work separated may increase price.

City Valve to The T on other side of Pit (\$27,147.00)

(1) Standard Pit w/ 8" Double Check Backflow with FDC

(1) City Spec Hydrant

-Before pit outside the fence.

(60') 8" C-900 Pipe & Fittings

After the T fitting at the fence. (\$35,671.70)

(240') 8" C-900 Pipe & Fittings

(1) City Fire Hydrant

All work to be performed during normal working hours 7:30 AM until 4:00 PM Monday
through Friday, unless otherwise negotiated.

Equipment price subject to change after 30 days.

We appreciate you allowing our firm to quote this work and hope our price will meet with your approval.

Respectfully submitted,

David Lomax

Services to be completed**Alarm Systems**

Underground Piping for Hydrants

GRAND TOTAL \$62,742.70



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 16, 2022

Agenda Item: Ordinance 22-07

Department: Human Resources

Requested By: Greg Batts

**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:**

Amend the Mayor and Council of the City of Dalton Employees' Pension Plan to allow official Retirees to be rehired for up to a maximum of 16 hours per week

CITY OF DALTON
ORDINANCE
Ordinance No. 22-07

An Ordinance To Amend By Home Rule “The Mayor And Council Of The City Of Dalton Employees’ Pension Plan” (2008 Version, As Amended) In Section 12.16 Captioned “No Pension Benefit Payable Before Termination Of Employment; Pension To Cease If Again Placed On Payroll;” To Provide An Effective Date; To Provide For Severability; And For Other Purposes

WHEREAS, the City of Dalton maintains “The Mayor and Council of the City of Dalton Employees’ Pension Plan,” as amended, and desires to amend same to provide that any person receiving a Pension Benefit under the Plan and who may be re-employed by the City of Dalton on a part-time basis not exceeding compensation in excess of 16-hours per week shall be entitled during such period of re-employment to continue receiving the monthly pension benefit;

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

-1-

Amend Section 12.16 captioned No Pension Benefit Before Termination of Employment; Pension to Cease if Again Placed on Payroll by striking subsection “(ii)” and inserting in lieu thereof the following:

“(ii) Except as provided hereinafter, any person receiving a Pension Benefit under this Plan and who shall be re-employed by an Employer hereunder shall cease to receive any monthly Pension Benefit to which he is otherwise entitled during any period of re-employment by the Employer, unless such entitlement occurred because the Participant was a Beneficiary of another Participant under the Plan. Upon termination of such reemployment, the monthly Pension Benefit to which the Participant is entitled shall resume. Notwithstanding the foregoing provisions of this subsection any person receiving a Pension Benefit under this Plan and who shall be re-employed by an Employer hereunder as a part-time employee not compensated in excess of sixteen (16) hours per week shall be entitled to continue receipt of his monthly Pension Benefit.”

-2-

Inasmuch as this Ordinance is enacted pursuant to O. C. G. A. § 36-35-3 (b) (1), it shall be adopted in accordance with that statutory procedure and a synopsis shall be published in the official organ of Whitfield County, Georgia once per week for three (3) weeks preceding its final adoption.

-3-

All laws or parts of law in conflict herewith are hereby repealed.

-4-

The provisions hereof are severable and it is the intent of the Mayor and Council that should this Ordinance or any part hereof be held unlawful or unenforceable that the remaining provisions of the Mayor and Council of the City of Dalton Pension Plan be severed and remain in full force and effect.

-5-

This Ordinance shall be effective as provided by the Municipal Home Rule Act of 1965, as amended. O. C. G. A. § 36-35-1 et seq.

ADOPTED and APPROVED this _____ day of _____, 2022, at a regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on _____ and upon motion of _____ and second by _____ was approved. Upon second reading on _____, 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

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 _____, 2022.