



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 17, 2025
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

1. Dalton CVB Report - Margaret Thigpen

Minutes:

2. Mayor & Council Minutes of January 21, 2025

New Business:

3. Pyrotecnico Fireworks Contract for Fourth of July Show
4. Amendment No.1 to AIA Document B101 -2017 KRH Architects for New Artificial Turf Infields for Al Rollins Park
5. Professional Services Agreement with Consor America for Mill Line Extension Phase 2
6. 3-Year Contract with Imperial Landscapes, Inc. at Dalton Municipal Airport
7. Reappointment of Bob Caperton to the Joint Development for a 3-year term to expire January 31, 2028.

Supplemental Business

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

CVB Report

DEPARTMENT

Dalton Area Convention & Visitors Bureau

REQUESTED BY

Margaret Thigpen

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Dalton CVB Report

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



Dalton Area Convention & Visitors Bureau:

Production:

2023	Marketing Grant	Bigger Picture	2024	Marketing Grant	Bigger Picture
92 Leads	\$75,419.82	\$8,976,236.00	91 Leads	\$87,221.84	\$12,348,435.69
75 Definite		H/M Tax = \$2,251,905.35	80 Definite		H/M Tax = \$2,275,188.88
29 New Events			28 New Events		
8,363 Room Nights			10,303 Room Nights		
Attendees = 49,164			Attendees = 54,616		
Freight Depot = 2,240 Visitors			Freight Depot = 2,469 Visitors		
FD Gift Shop Revenue = \$2,339.46			FD Gift Shop Revenue = \$3,225.83		
Tunnel Hill Campus = 3,379 Visitors			Tunnel Hill Campus = 3,717 Visitors		
Tunnel Hill Admissions = \$38,596.61			Tunnel Hill Admissions = \$43,107.50		
Gift Shop Revenue - \$3,930.03			Gift Shop Revenue - \$5,578.58		
Trolley Revenue = \$7,931.01			Trolley Revenue - \$14,793.50		



Dalton Convention Center:

Production:

2023	2023 Actuals	Bigger Picture	2024	2024 Actuals	Bigger Picture
46 New Groups	Generated In the year (2023) for the year (2023) Revenue \$772,748.97		37 New Groups	Generated In the year (2024) for the year (2024) Revenue \$796,285.14	
61 Groups w/ Hotel Rooms	Generated \$635,734.91 Future (2024 and beyond) Revenue	\$2,089,427.37	45 Groups w/ Hotel Rooms	Generated \$791,198.46 Future (2025 and beyond) Revenue	\$2,924,794.26
85,456 Attendees	Generated \$382,925.89 in New Business	H/M Tax = \$2,251,905.35	97,347 Attendees	Generated \$437,295.40 in New Business	H/M Tax = \$2,275,188.88

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 21, 2025

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Dennis Mock, Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

PRESENTATIONS

Staff Reports

Code Enforcement Supervisor Dan Lewallen reviewed the 2024 recap and the 2025 Goals for the Code Enforcement Department.

MINUTES

The Mayor and Council reviewed the Regular Session minutes of January 6, 2025. On the motion of Councilmember Mock, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-01 - ANNEXATION REQUEST GREG TOWNSEND

City Administrator Andrew Parker presented a Second Reading of Ordinance 25-01 a request from Greg Townsend to annex 0.35 acres located at 1223 Covie Drive, Dalton, Georgia at Tax Parcel 12-184-01-035 as Low-Density Single Family Residential (R-2) into the City of Dalton. Parcel (12-184-01-035). On the motion of Council member Mock, second Council member Lama, the request was approved. The vote was unanimous in favor.

POLICE DEPARTMENT EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH DOJ

Police Chief Cliff Cason presented the Dalton Police Departments Equitable Sharing Agreement and Certification. Cason stated the Police Department is required by the Department of Justice to submit an annual equitable sharing report. Cason further stated the document allows DOJ to verify the expenditures for auditing purposes. On the motion of Council member Mock, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

NEW 2025 ALCOHOL BEVERAGE APPLICATION

Assistant City Clerk Gesse Cabrera presented the following New Alcohol Beverage Application:

Business Owner: Blue Star Hospitality
d/b/a: Holiday Inn Express
Applicant: Naren Patel
Business Address: 934 Market St.
License Type: Pouring Beer, Wine (Hotel)
Disposition: New

On the motion of Council member Mock, second Council member Lama, the Application was approved. The vote was unanimous in favor.

APPOINTMENT - JOINT DEVELOPMENT AUTHORITY

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council reappointed Frank Robertson to the Joint Development Authority for a 1-year appointment to expire January 31, 2026. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Goodlett, second Councilmember Farrow the meeting was adjourned at 6:44 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

Fourth of July Firework Show

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$35,000

FUNDING SOURCE IF NOT IN BUDGET

Department operation budget

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Pyrotecnico has submitted a bid proposal to do our annual Fourth of July Show. They have been our firework show provider for the past several years. They were the sole bidder. The bid price is within the budget for our firework show.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **January 20, 2025** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of Dalton, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2025** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 25, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$35,000.00 (*includes \$100.00 permit fee)** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$17,500.00** is due **March 1, 2025** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$5,250.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$14,000.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$17,500.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

PYROTECNICO :

CUSTOMER:

By (sign): _____

By (sign): _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 299 Willson Road

Address: _____

New Castle PA 16101

Phone: (724) 652-9555

Phone: _____

Email: contracts@pyrotecnico.com

Email: : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:



PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

City of Dalton
Dalton Ga
July 4, 2025



PYROTECNICO™ fx

AMPLIFYING EXCITEMENT | SINCE 1889

800.354.6735 • WWW.PYROTECNICO.COM



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



Client: City of Dalton

Event Date: July 4, 2025

Prepared for: Will Chapel

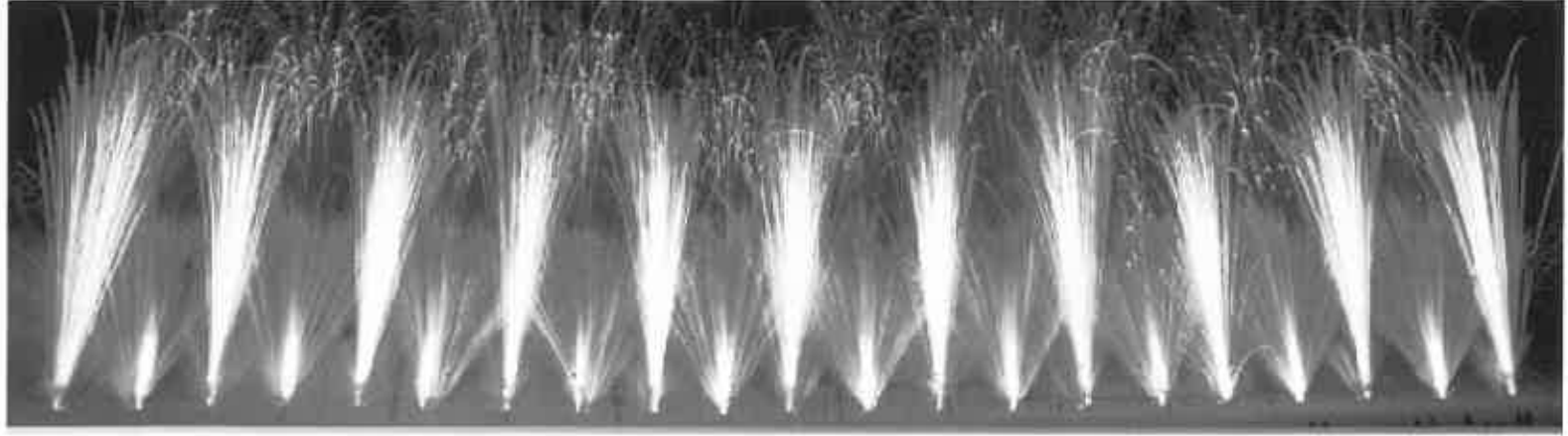
Contract Terms:

50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

192 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

180 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

144 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

72 6-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

- 20 3-inch Titanium Salutes
- 240 3-inch Assorted Color Star Shells
- 30 4-inch Assorted Color Star Shells
- 20 5-inch Assorted Color Star Shells



REFERENCES

- Islands Entertainment, LLC
 - Lanier Islands, 7650 Lanier Islands Parkway, Buford, GA 30518
 - Vice President, Bucky Perry | 770.945.8787 |
bperry@margaritavillelanierislands.com

- City of Peachtree City, GA
 - 151 Willowbend Road, Peachtree City, GA 30269
 - Recreation Programs Manager, Quinn Bledsoe | 770.487.7657 |
qbledsoe@peachtree-city.org

- H2O Creative Group
 - 1208 Newcastle Street, Suite 101, Brunswick, GA 31520
 - Project Manager, Becca Proudfoot | 912.385.3820 | becca@h2ocreativegroup.com



**The City of Dalton
Display Site Plan**

**North Georgia
AG Fairgrounds
500 Legion Drive
Dalton, GA 30721**

**REVISED DATE:
12/16/2024**

NOTES:
Site plan is drawn to an
approximate scale using
NFPA 1123, NFPA 1126 or
NFPA 160 as applicable.



PYROTECNICO fx



★ - **Firing Site**



- **Fire**



- **Audience**

▨ - **Closed**



- **Police**

○ - **Safety Fallout Zone**

— - **600' Radius**

6" Maximum Device Per Pyrotecnico 100' Per Inch Policy



STATE OF GEORGIA

License No. **PAF21-000015**

**OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER**

JOHN F. KING

COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

620 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

**PYROTECNICO
299 WILSON ROAD
NEW CASTLE, PA 16101**

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Date Issued: Dec 10, 2024

Regulatory Fee: \$1,500.00

Expiration Date: Dec 31, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

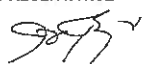
PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C No): 216-658-7101													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER D : Continental Indemnity Company</td> <td>28258</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Arch Specialty Insurance Company	21199	INSURER D : Continental Indemnity Company	28258	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Pyrotecnico Fireworks Inc. 299 Wilson Road New Castle PA 16103	2299														

COVERAGES	CERTIFICATE NUMBER: 1495104253	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC	Y Y	SI8ML00891-241	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	SI8CA00141-241	10/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	UXP1035252-05	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	<input checked="" type="checkbox"/> WC STATUS-LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y Y	SI8EX01314-241	10/14/2024	10/14/2025	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Pyrotecnico FX, LLC
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 310
	6 City, state, and ZIP code New Castle, PA 16103
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number - - or Employer identification number 20-8239434

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Lynne Ann Hamed</i>	Date September 30, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-PA-073-23-4J-12122
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. **The signature on each copy must be an original signature.** A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149**

[Signature]
Licensee/Permittee Responsible Person Signature
STEPHEN VITALE
Printed Name

[Signature]
President/CEO
Position/Title
Nov. 29, 2021
Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC-299 WILSON RD-16101-PA-073-23-4J-12122-September 1, 2024-23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: PYROTECNICO FIREWORKS INC	
Business Name:	PYROTECNICO
License/Permit Number:	8-PA-073-23-4J-12122
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	September 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

August 19, 2024

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

901090: MH/SJI
5400
File Number: 8-PA-12122

Premises Address: 299 WILSON RD NEW CASTLE, PA 16101

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

DETAILS

\$ 34,900.00 Aerial Fireworks Display
\$ 100.00 County Permit Fee

(Suggested Duration 20-22 minutes)

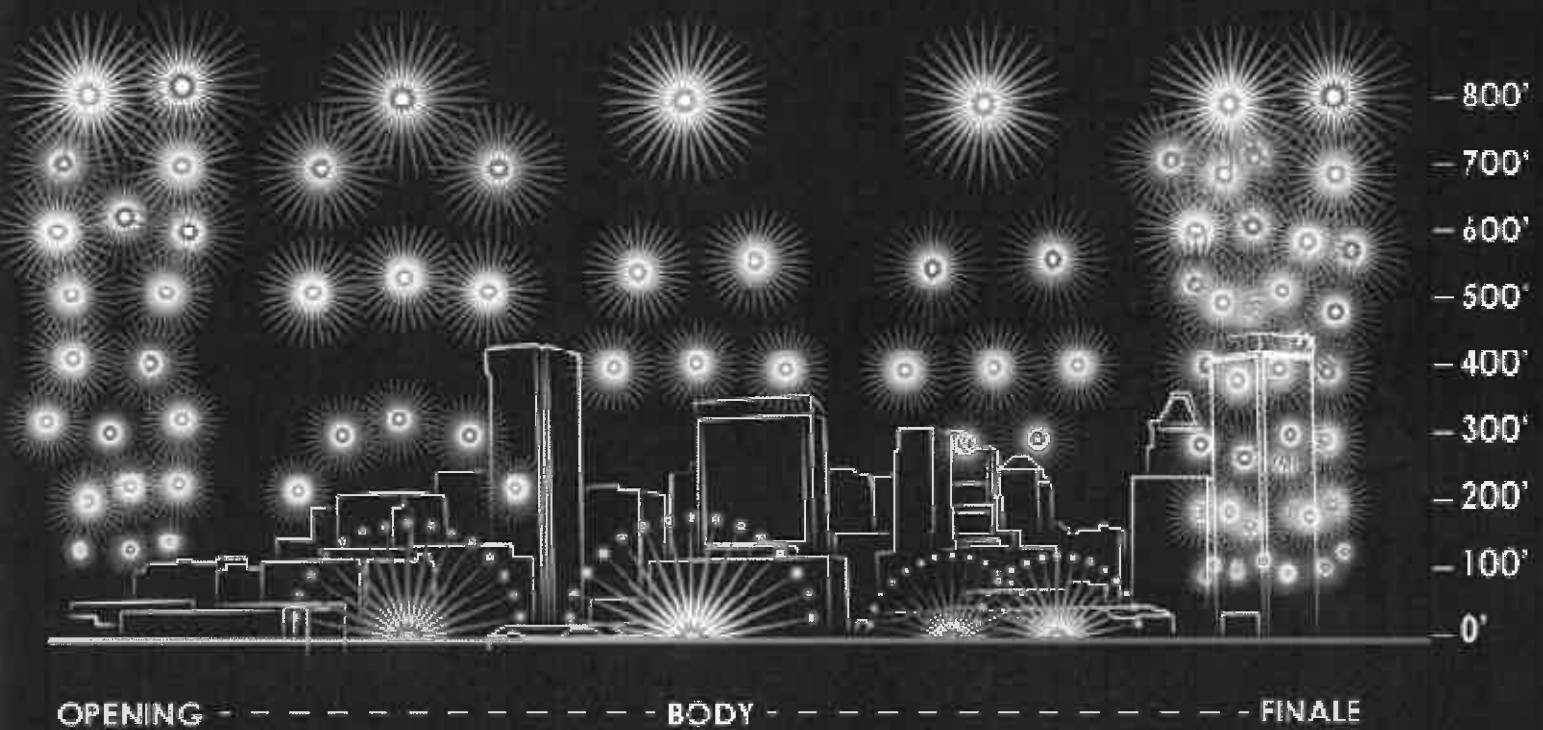
GRAND TOTAL

\$35,000.00





We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
 •On average, shells will reach 100' of elevation for every inch in shell diameter.
 (Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

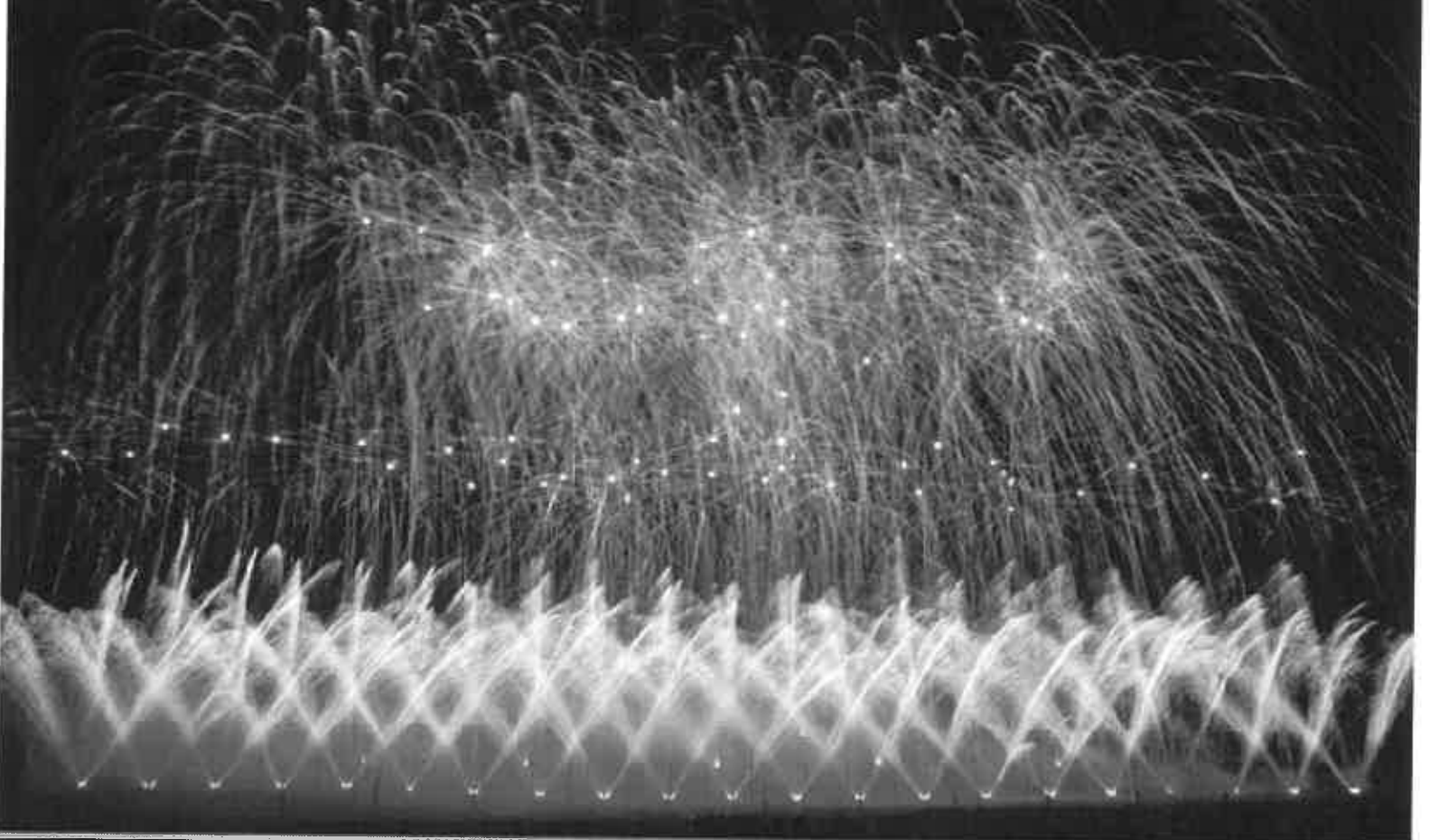
125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



800.954.4735 • WWW.PYROTECNICO.COM





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Duane Browning | Show Producer
800. 854. 4705 (Office)
770-539-1899(Cell)



800.854.4705 • WWW.PYROTECNICO.COM





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

Approval of change order to the AIA Contract Document B101-2017 with KHR Architects Inc. to include all renovations to Al Rollins Park.

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

6% of the Owners Budget for the Cost of the Work, as Calculated in accordance with Section 11.6

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Renovations to Al Rollins Park. The project shall include renovations to the existing press box, concessions, restroom building, the addition of new handicapped accessible restrooms, regrading of the existing fields to improve drainage and prepare for potential future turf in-fields. The work will also include new underdrainage and associated natural turf and work to the infield. Some additional fencing will be required to reduce the playing area on one field. The project may also include the design of a new covered batting building. All work to take place within the boundaries of the existing Al Rollins Park. Completion of contract documents within 90 days of the determination of project scope. Parks and Recreation Director recommends approval.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Amendment No.1 to AIA Document B101 -2017

Original Document Dated the Fifteenth day of April in the year Two Thousand Twenty Four.

Between:

City of Dalton
300 West Waugh Street
Dalton, GA 30722

and

KRH Architects Inc.
855 Abutment Road Suite 4
Dalton, GA 30721

For the Project: New Artificial Turf Infields for Al Rollins Park

Please make the following changes to the Standard Form of Agreement Between the Owner and Architect dated 4/15/2024.

The Owner and Architect agree as follows:

1. The Project shall be renamed:

Renovations to Al Rollins Park.

2. Revise Article 1.1.1 to read:

§ The Owner's program for the Project: The project shall include renovations to the existing press box, concessions, restroom building, the addition of new handicapped accessible restrooms, regrading of the existing fields to improve drainage and prepare for potential future turf in-fields. The work will also include new underdrainage and associated natural turf and work to the infield. Some additional fencing will be required to reduce the playing area on one field. The project may also include the design of a new covered batting building.

3. Revise Article 1.1.2 to read:

§ All work to take place within the boundaries of the existing Al Rollins Park.

4. Revise Article 1.1.4 to read:

§ 1. Completion of contract documents within 90 days of the determination of project scope.
2. TBD
3. TBD



5. Revise Article 4.1.2.1 to read:

§ The Owner shall reimburse the Architect for costs associated with obtaining a topographical survey. The work performed by the surveyor shall be for the Owner. The Architect shall not be responsible for any errors or omissions by the Surveyor.

OWNER: City of Dalton, GA

ARCHITECT: KRH Architects Inc.

(Signature)

Annalee Sams, Mayor

(Printed name and title)

(Signature)

Kenneth R. Harless, President

(Printed name and title)

CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

Approval of agreement for Consor America, Inc. to perform design work for Mill Line Extension from Paul Belk Trail Head to the intersection of Hawthorne and Hamilton Streets.

DEPARTMENT

Parks and Recreation

REQUESTED BY

Steve Roberts

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Not to exceed \$449,172.39, this includes \$23,128.98 of permitting contingency.

FUNDING SOURCE IF NOT IN BUDGET

2024 SPLOST

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Consor America, Inc. will perform preparation and permitting of construction plans for the Mill Line Extension, routed from the Trail Head of Mill Line Phase II to the Intersection of Hawthorne Street and Hamilton Street. The proposed alignment will generally follow the Modified Route H alternative in the Dalton's Mill Line Pathway Location Study. Plans will not be segmented into bid alternates to be bid separately based on available budget. The project will have seven task 1. Conceptual Planning Phase, 2. Data Collection, 3. Preliminary Plans, 4. Right-Of -Way plans and final utility coordination, 5. Final Plans, 6. Construction Documents, 7. Project Bidding. Consor America, Inc. will complete the project in 12 months from the notice to proceed.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**CITY OF DALTON
ADMINISTRATION**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 17th day of February, 2025 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Consor North America, Inc., hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

4. **DATE OF COMMENCEMENT:** The CONSULTANT shall commence work on the project on February 18th, 2025. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. **DATE OF COMPLETION:** The CONSULTANT shall complete the project on or before February 18th, 2026.

6. **CONTRACT SUM:** The CITY shall pay to CONSULTANT the total sum of \$426,043.41 Dollars for the performance of the project and terms of this Agreement as set forth in Exhibit “B”. In addition, CITY shall pay to CONSULTANT the permitting contingency fees, if required, up to the amounts set forth in Exhibit “B”.

7. **CONTRACT PENALTY:** The CONSULTANT shall pay to the CITY the amount of \$100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion. Notwithstanding the foregoing, if, through no fault of Engineer, such periods of time or dates for completion are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, will be adjusted equitably. Similarly, if CITY authorizes changes in the scope, extent, or character of the CONSULTANT’s Services, then the time for completion of CONSULTANT’s Services, and the rates and amounts of compensation, shall be adjusted equitably.

8. **PAYMENT:** On or before the 5th day of each month after commencement of the Services, CONSULTANT shall submit an application for payment for the period ending the 30th day of the preceding month to the CITY in such form and manner, and with such supporting data and content, as the CITY may require (an “Application for Payment”). Each Application for Payment may request payment for that portion of the fees properly allocable to the tasks and fees set forth in Exhibit “B” to the Services properly performed, less the total amount of previous payments. The CITY shall pay undisputed amounts of CONSULTANT’s Application for Payment within 30 days. Prior to payment of CONSULTANT’s final invoice, CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Payment(s) shall be made via electronic funds transfer (EFT). If CITY elects to withhold any Application for Payment amount, CITY shall set forth the basis for such withholding in writing within 30 days of such Application for Payment date, and pay any undisputed amounts.

9. **CITY COVENANTS:** CITY covenants and agrees:

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

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

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

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

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

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

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

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

(c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;

(d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.

(e) to promptly report within (3) days in writing to CITY any unsafe or defective condition related to CITY property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;

(f) to promptly report within (3) days in writing to CITY any damage to or injuries sustained on the CITY property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;

(g) 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;

(h) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;

(i) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;

(j) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;

(k) 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;

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

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY

harmless against all third-party claims and damages arising from from bodily injury, death, or damage to tangible property, but only to the extent those claims or damages are attributable to CONSULTANT'S negligence or willful misconduct, including errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable to the extent such damage or loss is caused by the fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

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

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

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

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

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

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

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

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

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

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O

policy with a minimum of \$1,000,000.00 per claim.

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

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Conсор North America, Inc.
Attn. Allen Peterfeund, P.E.
243 N Hamilton Str, Suite 2
Dalton Ga 30720

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 for Request for Proposal 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 CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede

any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR.

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions. However, nothing in this clause shall constitute a warranty by Consultant.

(g) Dispute Resolution. Any and all disputes arising under, pertaining to or touching upon this Agreement, or the statutory rights or obligations of any party hereto, shall, if not settled by negotiation, be first subject to non-binding mediation before an independent mediator. Notwithstanding the foregoing, any party may seek preliminary injunctive or other judicial relief if such action is necessary to avoid irreparable damage during the pendency of the proceedings described in this Section 21(g). Any demand for mediation shall be made in writing and served upon the other party to the dispute. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought. The mediation hearing will occur at a time and place convenient to the parties in Dalton, Georgia, within thirty (30) days of the date of selection or appointment of the mediator. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than thirty (30) days, unless the maximum time is extended by the parties. No party shall be permitted to file a legal action unless: (i) the parties cannot agree on a mediator within thirty (30) days of the demand for mediation; or (ii) no agreement is reached within thirty (30) days after mediation begins. The cost of mediation shall be borne equally by the parties (other than each party's individual attorneys' fees and costs related to the party's participation in the mediation, which fees and costs will be borne by such party).

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

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

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

CONSULTANT:

CONSULTANT:
CONSOR NORTH AMERICA, INC.

By: David Bowden, EVP
DocuSigned by:
7945FCFB24D440A...

Title: EVP, East Region Director

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT A



243 N. Hamilton Street, Suite 2
Dalton, GA 30720
706.508.4029

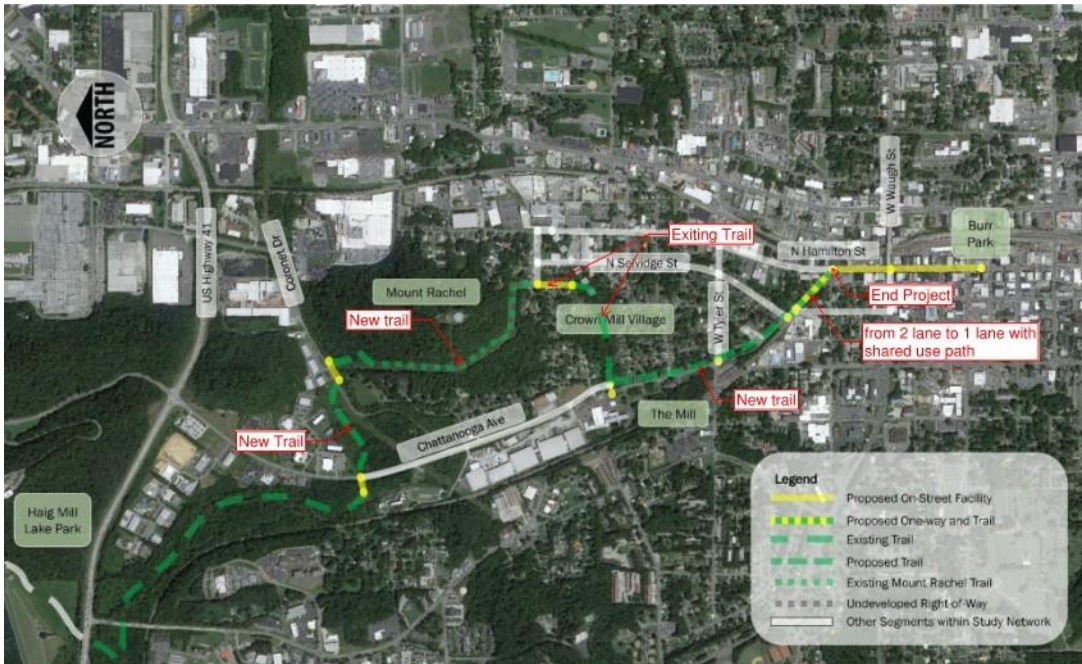
January 9, 2025

City of Dalton 300
West Waugh Street PO
Box 1205
Dalton, Georgia 30722

RE: Scope and Fee: Mill Line Extension Shared-Use Path Design

Dear Mr. Parker:

Attached is Consor America, INC. Engineers, Inc. proposal to perform design work related to the Mill Line Extension from the Trail Head of Mill Line Phase II to the Intersection of Hawthorne Street and Hamilton Street. The proposed alignment will generally follow the Modified Route H alternative in the Dalton's Mill Line Pathway Location Study.



MODIFIED ROUTE H

Attached **Exhibit A** provides a detailed scope of services that Consor America, INC. Engineers, Inc will provide from concept to bidding the project. **Exhibit B** provides our proposed fee to complete the work as outlined in the scope of services.

Thank you for the opportunity to provide a proposal to assist on this project. If you have any questions, please do not hesitate to ask by contacting Allen Peterfreund at 706-500-7035.

Sincerely,

Allen Peterfreund, P.E., Project
Manager

EXHIBIT A

PROJECT DESCRIPTION: Preparation and permitting of construction plans for the Mill Line Extension, routed from the Trail Head of Mill Line Phase II to the Intersection of Hawthorne Street and Hamilton Street. The proposed alignment will generally follow the Modified Route H alternative in the Dalton's Mill Line Pathway Location Study. Plans will not be segmented into bid alternates to be bid separately based on available budget.

1) TASK 1 – CONCEPTUAL PLANNING PHASE:

- a) Pre-Design / Desk Top Data Collection: After receiving the notice to proceed from the CLIENT, the CONSULTANT will:
 - i) Request GIS two (2) foot contours and approximate parcel data from City.
- b) Perform initial site investigation: The CONSULTANT will:
 - i) Conduct a site visit in order to evaluate terrain and existing conditions.
 - ii) Assemble photographs and inventory of existing conditions.
 - iii) Identify apparent existing utilities and drainage conditions on the site.
 - iv) Identify potential conditions that could affect trail layouts.
 - v) Identify potential bridge and wall locations.
 - vi) Identify potential state waters or wetlands for delineation.
 - vii) Delineate state waters and wetland limits for inclusion during field surveying activities.
 - viii) Transfer collected data to the base sheet.
 - ix) Develop memo and analysis map of findings of site investigation.
- c) Refine the Mill Line Extension alignment using GIS data: The CONSULTANT will
 - i) Update the Modified Route H alignment based on results of the programming and site investigation, and input from the CLIENT.
 - ii) Submit the refined Mill Line Extension alignment to the CLIENT for approval.
 - iii) Identify permit requirements with City, County, State and Federal Agencies.
 - iv) Determine extent of hydrology study.
 - v) Develop and Review Three (3) alignment alternatives
 - Develop concept trail profiles
 - Develop cross sections
 - Develop concept layout
 - Concept cost estimate
- d) Hold kick-off meeting.
 - i) Introduce the team members.
 - ii) Discuss the goals and objectives of the project.
 - iii) Review project schedule.
 - iv) Review collected data
 - v) Discuss field survey and geotechnical data collection status.
 - vi) Discuss the permit requirements as identified.
 - vii) Discuss potential environmental issues and utility requirements.
 - viii) Discuss Right-of-way, utility relocation and drainage impacts.
 - ix) Prepare meeting minutes.

Deliverables:

- Meeting minutes
- Site Investigation memo
- Refined Modified Route H route/analysis maps
- 1st Submission Utilities to utility owners to markup existing utilities

2) TASK 2 – DATA COLLECTION:

- a) Boundary and Topographic Survey:
 - i) Survey Services: After receiving the notice to proceed from the CLIENT, the CONSULTANT will commence field and right-of-way surveying. The survey will be completed in two phases:
 - Phase one will be performed within and 60 feet beyond the eastern edge of pavement of Chattanooga Avenue south of Liddell Street to Hamilton Street.
 - Phase two will be surveyed after Modified Route H alignment has been refined utilizing GIS data within the limits of the City property at the corner of Chattanooga Avenue and Cornett Drive and Mount Rachel
- b) Environmental Services:
 - i) Environmental Clearances: The CONSULTANT will evaluate the proposed trail alignment for areas of environmental impact including:
 - Conduct field delineations for state and federal waters within the limits of the proposed project site and evaluate onsite habitats for state and federally listed species.
 - Utilize a submeter Global Positioning System (GPS) to collect geospatial data on identified resources to create GIS data sets of all identified resources.
 - Prepare stream and wetland data forms for each resource, waters maps depicting the resources and resource types, and a photolog depicting each resource.
 - Prepare a memo of findings for coordination with the Local Issuing Authority (LIA) in order to conduct a site visit and confirm the buffers of state waters identified.
 - Assess need for Environmental Permits and Mitigation (Stream Buffer Variance, USACE Permit)
 - (a) Archaeological and Historical resource screening

Deliverables:

- Digital copy of survey.
- Memo of finding for environmentally sensitive areas

3) TASK 3 – PRELIMINARY PLANS:

- a) Develop Preliminary Plans to include:
 - i) Typical Sections.
 - ii) Geometric design; mainline plan and profile sheets.
 - iii) Preliminary cross sections.
 - iv) Preliminary drainage layout and profiles for Chattanooga Ave.
 - v) Determine extent of geotechnical/bridge foundation investigations.
 - vi) Preliminary Erosion and sedimentation control BMPs and notes.
 - vii) Preliminary quantities.
- b) Prepare Bridge Hydraulics Report with No-Rise Certification, indicating that the bridge does not result in an increase to the floodway elevation.
- c) Develop Preliminary Bridge Plans
- d) Identify potential wall locations and develop wall control drawings
- e) Prepare Preliminary Opinion of Probable Construction Costs
- f) Request and review City Front End Bid Documents
- g) Hold preliminary design meeting
 - i) Review the preliminary level Opinion of Probable Construction Costs and its impact on the budget/phasing.
 - ii) Review the schedule and time of delivery.
 - iii) Review CLIENT'S front end bid documents and determine method of bidding and format of bid form.
 - iv) Environmental impact discussion.
 - v) Obtain authorization to proceed to Final Plans.
- h) Procure subsurface investigations for bridge and wall locations.

Deliverables:

- Meeting minutes
- Preliminary Plans, including preliminary Construction items with unit quantities, drawing list, standard specifications and list of specification sections.
- Preliminary level Opinion of Probable Construction Cost.
- Permitting requirements memo.
- No-Rise Certification for Bridge.

4) TASK 4 – RIGHT-OF-WAY PLANS AND FINAL UTILITY COORDINATION:

- a) Develop Final Right-of-way Plans
 - i) Provide right-of-way plans to CLIENT to begin right-of-way acquisition process.
- b) Finalize utility coordination: CONSULTANT will
 - i) Prepare and distribute letters requesting utility owners to markup preliminary plans showing existing utility locations and proposed relocations to be included in final plans.

Deliverables:

- Final right-of-way plans
- Send plans with instructions to utility owners

5) TASK 5 – FINAL PLANS:

- a) Initiate environmental permitting process.
- b) Geotechnical Services and Soil Borings: The CONSULTANT will procure geotechnical information necessary for design, including:
 - i) Bridge Foundation investigation (BFI).
 - ii) Wall Foundation investigation (WFI).
 - iii) Soil borings analysis in areas of potential unsuitable soil.
- c) Develop Final Plans
- d) Develop Final Bridge Plans
- e) Develop Final Wall Plans
- f) Prepare Final Opinion of Probable Construction Costs
- g) Hold final design meeting
 - i) Review the final level Opinion of Probable Construction Costs and its impact on the budget/phasing.
 - ii) Review the schedule and time of delivery.
 - iii) Provide update on utility coordination
 - iv) Environmental impact discussion.
 - v) Obtain authorization to proceed to prepare construction documentation.
- h) Prepare Stream Buffer Variance (if required)
- i) Prepare USACE 404 Permit (if required)

Deliverables:

- Meeting minutes
- Electronic copy (PDF format) of bound design standard specifications and list of specification sections and final construction plans.
- GAEPD Stream Buffer Variance (if Required)
- USACE 404 Permit (If Required)

6) TASK 6 – CONSTRUCTION DOCUMENTS:

- a) Finalize Plans for Construction
 - i) Cover Sheet and Index.
 - ii) Project narrative and general notes sheet.

- iii) Typical sections.
 - iv) Summary of quantities.
 - v) Mainline plan drawings (Including signing & marking and utilities).
 - vi) Driveway profiles.
 - vii) Erosion and Sedimentation Pollution Control plans.
 - viii) Drainage profiles.
 - ix) Cross sections.
 - x) Retaining wall plans.
 - xi) Bridge/Boardwalk plans.
 - xii) Hydrology Study.
- b) Submit erosion control plans to EPD for approval
 - c) Obtain 404 permit from USACE and stream buffer variance from EPD
 - d) Prepare Construction Opinion of Probable Construction Costs
 - e) Prepare Bid Manual
 - f) Hold final plans meeting
 - i) Review the final construction and right-of-way plans.
 - ii) Discuss plans for permitting submittals.
 - iii) Review project manual and discuss bidding procedures.

Deliverables:

- Meeting minutes
- Approved environmental permits

7) TASK 7 – PROJECT BIDDING:

- a) Prepare Advertisement
- b) Respond to 4 RFI's assuming 2 hours per RFI

8) PROJECT SCHEDULE: Consor America, INC. will complete the projects **12 months** from notice to proceed (NTP) from the City. Project completion is the time at which the bid documents are completed. The schedule assumes reasonable review times from permitting agencies and utility owners.

9) PROJECT UNDERSTANDINGS, ASSUMPTIONS AND EXCLUSIONS: The following are integral to the scope of services described above:

- a) Project understandings include those stated above.
- b) Improvements along Rachel Street and the existing Crown Mill shared-use path will not be require.
- c) It is assumed the project will be locally funded, without Georgia Department of Transportation (GDOT) or Federal Highway Administration (FHWA) funding, design requirements or oversight.
- d) It is assumed the CLIENT will obtain all necessary approvals to design and construct the trail facility on the City of Dalton, Whitfield County and GDOT right-of-way. As well any utility owners easements.
- e) It is assumed the CLIENT will obtain necessary right-of-entry notifications for any site access made on private property.
- f) It is assumed that any walls over 4 feet in height will be a modular concrete system as a design-build requiring a separate permit issued during construction
- g) It is assumed that design of the trail within the 100-year floodplain will be at existing grade without any net fill material being placed, thereby not necessitating a no-rise study.
- h) It is assumed that Right-of-way acquisition will be handled City of Dalton.
- i) Any estimates as to costs are based on industry experience and the CONSULTANT is not responsible for changes in market conditions that affect construction, material or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of the CONSULTANT under this Agreement. Additionally,

CONSULTANT will be entitled to additional compensation for any services required due to major changes in the Project as a result of CLIENT requested changes based on cost of the Project after completion and approval of the Preliminary plans.

- j) CAD drawings will be prepared in OpenRoads Designer (ORD) utilizing the Georgia Department of Transportation (GDOT) workspace.
- k) The following services are excluded, but may, if desired, be performed as additional services:
 - i) Signage construction document package or detailed signage opinion of probable construction costs.
 - ii) Preparation of National Environmental Policy Act (NEPA) compliance documents or associated special studies.
 - iii) Payment of permitting fees.
 - iv) Construction Phase Services.
 - v) Rail Road Coordination,
 - vi) Signal plans for pedestrian crossings

EXHIBIT B

Mill Line Shared Use Path Phase III Design Services

Compensation

For the services described in **EXHIBIT A**, the Client agrees to pay the lump sum amount of **\$426,043.41**, further delineated as follows:

TASK 1 - CONCEPTUAL PLANNING PHASE:

<i>Initial Site Investigation and Refined Concept Layout</i>	\$ 51,780.99
<i>Concept Meeting</i>	\$ 3,846.84

TASK 2 - DATA COLLECTION:

<i>Topographic and Right-of-Way Survey</i>	\$ 27,500.00
<i>Environmental Investigation and Coordination</i>	\$ 8,060.48

TASK 3 - PRELIMINARY PLANS:

<i>Preliminary Trail Plans</i>	\$ 126,222.54
<i>Bridge Hydraulic Analysis and Report</i>	\$ 17,704.46
<i>Preliminary Bridge and Wall Plans</i>	\$ 22,199.16
<i>Preliminary Plans Meeting</i>	\$ 3,846.84

TASK 4 - RIGHT-OF-WAY PLANS:

<i>Right-of-Way Plans</i>	\$ 30,041.33
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TASK 5 - FINAL PLANS:

<i>Final Trail Plans</i>	\$ 61,437.10
<i>Geotechnical Reports (BFI/WFI)</i>	\$ 14,550.00
<i>Final Bridge and Wall Plans</i>	\$ 35,421.02
<i>Final Plans Meeting</i>	\$ 3,846.84

TASK 6 - CONSTRUCTION DOCUMENTATION:

<i>Prepare Bid Manual</i>	\$ 11,210.83
<i>Construction Documentation Meeting</i>	\$ 3,846.84

TASK 7 - MISCELLANEOUS ITEMS

<i>Respond to RFI's During Bidding</i>	\$ 3,412.24
<i>7-Day ESPC Inspection</i>	\$ 1,115.90

TOTAL LUMP SUM AMOUNT **\$ 426,043.41**

Permitting services are contingent on the extent of environmental impacts. If the designated permits below are required, the Client agrees to pay the lump sum amount of **\$7,272.72** (GAEPD Buffer Variance) and/or **\$15,876.26** (USACE Permit), further delineated as follows:

PERMITTING CONTEGENCY

<i>Prepare GAEPD Buffer Variance (if Required)</i>	\$ 7,252.72
<i>Prepare USACE Permit (if Required)</i>	\$ 15,876.26

TOTAL LUMP SUM CONTEGENCY AMOUNT

\$ 23,128.98



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

3-Year Contract with Imperial Landscapes, Inc. at Dalton Municipal Airport

DEPARTMENT

Airport

REQUESTED BY

Andrew Wiersma

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$107,999.97

FUNDING SOURCE IF NOT IN BUDGET

Airport Budget

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Imperial Landscapes, Inc. was the lowest bidder in the 2025 request for bids on a 3-year landscaping services contract at the Dalton Municipal Airport. Services include mowing of 75 acres of land, bush and flower bed maintenance, decorative tree maintenance, mulching, weeding, herbicide treatments, etc. Cost is \$35,999.99/year of services.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

LANDSCAPING SERVICES AT DALTON MUNICIPAL AIRPORT
CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2025, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 300 W. Waugh St, Dalton, GA 30720 and Imperial Landscapes, Inc ("Contractor"), with a principal place of business at 429 Hwy 2 Tunnel Hill, GA 30755.

1. Term. This agreement will become effective on the date stated above and will continue in effect in accordance with the BID PACKAGE SPECIFICATIONS (Exhibit "A") attached hereto and incorporated herein until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.

2. Services.
 - a. Contractor agrees to perform the services specified in BID PACKAGE SPECIFICATIONS (Exhibit "A") attached hereto and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise noted.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. City may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor's relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.

3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor as provided for and in accordance with Exhibits "A", "B", "C" and "D" attached hereto and incorporated herein.

4. Obligations of Contractor.
 - a. Contractor agrees to devote the time, set forth in BID PACKAGE SPECIFICATIONS, to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor will supply all manpower to perform the services described herein.
 - c. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to 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.
 - d. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - e. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.

5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
 - b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate unless renewed in writing executed by both parties.
- b. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until the services provided for have been fully and completely performed.
- c. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- d. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses thereto.

Executed at Dalton, Georgia on the date first written above.

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By: _____

By: Imperial Landscapes, Inc.

Print Name: _____

Print Name: Timothy B Whitmore

Title: Mayor

Title: Admin/owner

EXHIBIT “A”

BID PACKAGE SPECIFICATIONS

City of Dalton – Dalton Municipal Airport Landscaping Bid Package Specifications

A. Term of Services

- The contractor will provide landscaping services for 2025, 2026 and 2027 from Mar 1 – December 1 of each calendar year. The contract term is for 3 years beginning Mar 1, 2025 and extending until Dec 1, 2027. At the end of calendar years 2025 and 2026, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

B. Location of Service

- Services are to be provided at the Dalton Municipal Airport located at 4483 Airport Rd Dalton, Georgia 30721.

C. Services to be Performed

- **Crape Myrtles:** Contractor shall prune crape myrtles (19 total) the first week of **March** in each calendar year (location specified on map “Exhibit C”).
- **Weekly Service:** Starting **April 1 week and extending until Dec 1 of each calendar year**, the public areas will be mowed once weekly (colored green on the attached map “Exhibit C” - approx. 5 acres). There shall be a maximum of 7 days allowed between mows of these areas, providing no less than 4 mows per calendar month. This includes weed eating around all areas that are unable to be mowed, edging all walkways and curbs, weeding (pulling weeds, not spraying with herbicides) all mulched beds and tree rings, trimming all bushes in mulched beds and blowing off all walkways and pads. Any litter present in mowed areas shall be collected and removed. There shall be a total of 35 weekly service visits per calendar year included in the bid. Contractor shall provide a weekly service rate (Exhibit “B”) which shall be applied for weekly services requested by the owner in excess of the 35 included visits. Similarly, if the contractor provides less than 35 weekly service visits per calendar year, the contract amount shall be reduced by the contractor’s weekly service amount times the number of missed weekly visits.
- **Bi-Weekly Service:** Starting **April 15 week of each calendar year**, the runway and taxiway areas (red areas on the attached map “Exhibit C” - approx. 70 acres) shall be mowed every-other-week. There shall be a maximum of 14 days between mows of these areas. Any litter present in these areas shall be collected and removed. This includes weed eating around lights, signs, ditches, fences or soft areas that are unable to be mowed and blowing off all clippings from asphalt areas. There shall be a total of 17 bi-weekly service visits per calendar year included in the bid. Contractor shall provide a bi-weekly service rate (Exhibit “B”) which shall be applied for bi-weekly services requested by the owner in excess of the 17 included visits. Similarly, if the contractor provides less than 17 bi-weekly service visits per calendar year, the contract amount shall be reduced by the contractor’s bi-weekly service amount times the number of missed bi-weekly visits.
- **Weeds:** All walkways, pads, and mulched areas are to be kept free of weeds by the contractor. All mulched beds shall be hand-weeded to keep herbicides away from

decorative plants and bushes. Absolutely no soil sterilant may be applied. Any weeds around the foundations of hangar buildings should be sprayed with herbicide as needed and removed when dead. Fence lines and pavement cracks shall be sprayed with herbicide as-needed and dead weeds removed with weed eater (usually 2-3 times per season). Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.

- **Shrubs and Bushes:** The contractor will prune all shrubs and bushes in mulched beds, as needed, to maintain a well-groomed appearance at all times. The contractor is responsible for the removal of the clippings. Any shrub or bush that perishes must be replaced at the contractor's expense.
- **Plant Flowers:** In late **April** of each calendar year, a planting of summer annuals are to be installed in the beds immediately adjacent to the Terminal Building on both the road-side and aircraft ramp-side of the building. In **September** of each calendar year, these same beds are to receive an installation of pansies.
- **Mulching:** A layer of ground pine mulch will be applied to all shrubbery beds and tree rings, once annually in April or May. Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms. Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one, by all means available.

D. Additional contract requirements

- The contractor will provide three current references.
- The service provider will bill monthly the Dalton Municipal Airport, 4483 Airport Rd Dalton, GA 30721 Attention: Airport Manager (email to: airport@daltonga.gov).
- Contractor will submit monthly payment requests at the beginning of each month for work performed the previous month.
- Contractor shall comply with the **Grounds Maintenance Policy** (Exhibit "D") attached.

EXHIBIT "B"

Imperial Landscapes

Brian Whitmore

706 463-3140

Bid Form

- Contractor's Bid Price for each of these years are:

Total Bid (Sum Years 1-3) = 107,999.99

Year 1 (Mar 1-Dec 1, 2025): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

Year 2 (Mar 1-Dec 1, 2026): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

Year 3 (Mar 1-Dec 1, 2027): 35,999.99

Amount per weekly service visit: 280.00

Amount per bi-weekly service visit: 1440.00

3 references

- Dalton Utilities Kim Kilroy 706 463-1154
- Dalton Public Works Jereme Key 706 934-9065
- Dalton Parks + Rec. Michael Handrick 706 463-5732

EXHIBIT "C"

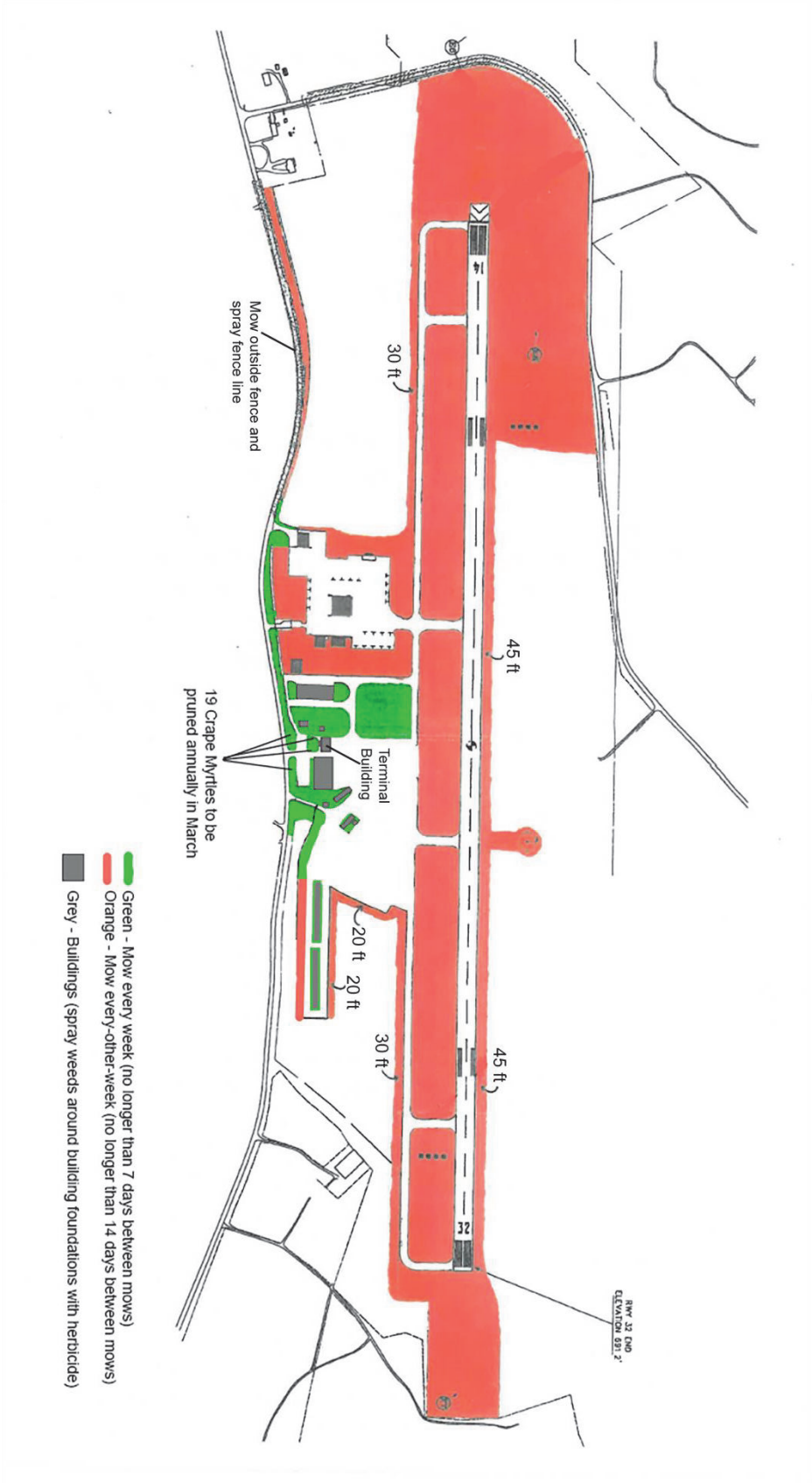


EXHIBIT “D”

DALTON MUNICIPAL AIRPORT GROUNDS MAINTENANCE POLICY

The following policies and guidelines are presented to assure maximum safety during grounds maintenance and grass mowing. Any variance from this policy should be approved by the Airport Manager.

- During periods of low visibility, all mowers, vehicles and personnel should remain well clear of the runway; a minimum of 100 feet. Vehicles should stay within the ramp area and off the taxiways during these times of low visibility.
- Service vehicles should never drive on or cross the runway.
- Mower operators and personnel on foot should always wear high visibility clothing and face oncoming runway and taxiway traffic, if possible, to see approaching aircraft. Personnel and mowers should move away from the edge of the pavement when an aircraft is actively taxiing, landing or taking off. Remain alert and maintain considerable space between mowers and incoming and outgoing airplanes.
- Mowers shall have discharge protection installed at all times. Contractor is liable for damage caused by discharged rocks or debris.
- Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement as this creates dangerous conditions for aircraft. Mowers and vehicles should avoid tracking mud or debris on the pavement. Any clippings or debris discharged on pavement must be removed by the service provider.
- Care must be taken when mowing around runway and taxiway lights. The contractor is liable for any damage to airport property.
- Service vehicles should remain on the pavement areas and are restricted from the unpaved areas.
- Service vehicles are permitted to park in spots designated by the Airport Manager for safe aircraft operation during service visits.
- High visibility clothing should be worn by all personnel.
- Any changes to the design or contents of the landscape, must be pre-approved by the City’s Airport Manager.

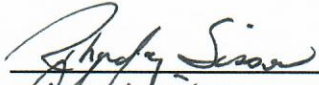
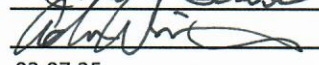
**CITY OF DALTON
COMPETITIVE SEALED BID**

(Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: DALTON MUNICIPAL AIRPORT
 Date of Bid Opening : 02.07.25
 Place of Bid Opening: FINANCE DEPT.
 Time of Bid Opening: 2:00pm
 Dates Advertised: 01/09/25 - 02/07/25

Description of item bid: LANDSCAPING SERVICES
THREE YEAR CONTRACT

Vendor	SUM TOTAL BID 1-3 YEARS	Bid Bond Included	E-Verify Affidavit	Comments
YELLOWSTONE LANDSCAPE	\$298,388.00			
HALLMARK LANDSCAPING	\$111,000.00			
WORLDSAPES, LLC	\$152,999.41			
DIRECT SOLUTIONS AGENCY	\$468,975.00			
CELLAH GLOBAL SERVICES	\$156,086.84			
THRIVE OUTDOOR	\$151,108.00			
IMPERIAL LANDSCAPES	\$107,999.97			
TRI-SCAPES	\$389,537.67			
GOLDEN LANDSCAPING SERVICES	\$501,187.50			

Witnessed By: 
 Finance Department: 
 Department: _____
 Date: 02.07.25
 Comments: CITY GREEN SERVICES CAME IN AFTER OPENING HAD COMMENCED. CLERK AWAY FROM
DESK SO CAMERAS PULLED. BIDDER ENTERED FRONT DOOR AT 2:01..40. BID
DISQUALIFIED.

Awarded To: _____
 In The Amount Of: _____
 Date: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

2/17/2025

AGENDA ITEM

Reappointment of Bob Caperton to the Joint Development Authority for a 3-year term to expire January 31, 2028.

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Reappointment of Bob Caperton to the Joint Development Authority for a 3-year term to expire January 31, 2028.

PHONE

706-278-9500

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