



**SPECIAL CALLED MAYOR AND COUNCIL MEETING
MONDAY, DECEMBER 13, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Special Recognitions:

1. Councilmember Gary Crews for his service to the City of Dalton May 17, 2010 - December 31, 2021.

Minutes:

- [2.](#) Mayor & Council Minutes of December 6, 2020

New Business:

- [3.](#) Retainer Agreement with h2b Creative
- [4.](#) Amendment with Southern Janitorial for City Hall Janitorial Services
- [5.](#) Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way for a Grease Trap at 315 East Morris Street
- [6.](#) Consultant Agreement Amendment #3 with BLULYNX Solutions for Consulting Services for the CDBG Program
- [7.](#) Adoption of FY 2022 Budget

Supplemental Business:

- [8.](#) Consultant Agreement with BLULYNX Solutions for Administration of Coronavirus State & Local Fiscal Recovery Grant Funds

Announcements:

9. Please join us for a Reception Honoring the Service of Councilmember Gary Crews immediately following Council Meeting in the Atrium.
10. City government offices will be closed Friday, December 24 and Monday, December 27, 2021 for the Christmas Holidays and Monday, January 3, 2022 for New Years. The next Meeting of the Mayor and Council will be held Tuesday, January 4, 2022.

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
DECEMBER 06, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Annalee Harlan, Tyree Goodlett, Gary Crews and City Attorney Terry Miller. City Administrator Andrew Parker was absent.

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Harlan, the Agenda dated December 6, 2021 was approved. The vote was unanimous in favor.

PUBLIC HEARING – FY22 GENERAL FUND BUDGET

Mayor David Pennington opened the Public Hearing at 6:01 p.m.

CFO Cindy Jackson presented the proposed 2022 General Fund Budget to the Mayor and Council. Jackson stated this is the first reading of the proposed budget and a Special Called meeting for potential adoption will be held December 13, 2021. A copy of the proposed budget is a part of these minutes.

Mayor David Pennington asked for comments, there were no comments. The Public Hearing was closed at 6:14 p.m.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of November 15, 2021. On the motion of Council member Harlan, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Special Called Work Session Minutes of November 22, 2021. On the motion of Council member Harlan, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 21-20 – CLOSING OF SECTION OF CUYLER STREET

Ref: Manly Jail Works

On the motion of Council member Crews, second Council member Mock, the Mayor and Council approved Ordinance 21-20 To Make Findings Concerning the Public Use and Necessity of a Section of Cuyler Street, To Consider the Vacating and Abandonment of The Public Interest in And to The Said Section of Cuyler Street for Public Transportation Use; To Declare the Closing of Such Section of Cuyler Street, To Authorize of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes. The vote was unanimous in favor.

2022 NEW ALCOHOL BEVERAGE APPLICATIONS

1. On the motion of Council member Harlan, second Council member Mock, the following New 2022 Alcohol Beverage Application was approved:

Business Owner: 1246 Thornton Inc.
d/b/a: Royal Foodmart #2
Applicant: Prahladhari G. Chaudhari
Business Address: 1246 N. Thornton Ave
License Type: Package Beer, Package Wine (Convenience Store | Gas Station)
Disposition: **New**

The vote was unanimous in favor.

2. On the motion of Council member Harlan, second Council member Mock, the following New 2022 Alcohol Beverage Application was approved:

Business Owner: Micarma, LLC
d/b/a: 1 Stop Shop
Applicant: Mirtha Carranza Maldonado
Business Address: 700 Redwine St. Suite 1
License Type: Package Beer (Convenience Store)
Disposition: **New**

The vote was unanimous in favor.

3. On the motion of Council member Harlan, second Council member Mock, the following New 2022 Alcohol Beverage Application was approved:

Business Owner: Barakha Enterpriss, LLC
d/b/a: Carniceria 18
Applicant: Margarita D. Morales
Business Address: 737 Riverbend Rd.
License Type: Package Beer (Grocery Store)
Disposition: **New**

The vote was unanimous in favor.

2022 ALCOHOL BEVERAGE APPLICATIONS

CONT'D

4. On the motion of Council member Harlan, second Council member Mock, the following New 2022 Alcohol Beverage Application was approved:

Business Owner: La Coronita Market St.
d/b/a: La Coronita
Applicant: Humberto Corona Jr.
Business Address: 1001 East Morris St.
License Type: Package Beer (Convenience Store)
Disposition: **New**

The vote was unanimous in favor.

2022 ALCOHOL BEVERAGE APPLICATION RENEWALS

The Mayor and Council reviewed (131) 2022 Renewal Alcohol Beverage Applications. On the motion of Council member Harlan, second Council member Mock, the renewal applications were approved. The list is a part of these minutes. The vote was unanimous in favor.

2022 PAWNBROKER RENEWALS

The Mayor and Council reviewed the following 2022 Renewal applications for Pawnbrokers:

AMERICAN PAWN BROKERS	322 S HAMILTON ST
JACK'S PAWN SHOP	214 S HAMILTON STREET
JEWELRY EXCHANGE, THE	1711 EAST WALNUT AVE
VALUE PAWN & JEWELRY/EASY CASH SOLUTIONS	1100 E. WALNUT AVE BAYS 1,2,3

On the motion of Council member Harlan, second Council member Mock, the applications were approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH LEONARD BROTHERS CONSTRUCTION

Interim Recreation Director Greg Walker presented the General Construction Agreement with Leonard Brothers Construction for New Civitan Park Restroom Building in the amount of \$92,200. On the motion of Council member Mock, second Council member Harlan, the Mayor and Council approved the Construction Agreement. The vote was unanimous in favor.

AGREEMENT FOR TERMINATION OF SERVICE CONTRACT WITH H&H EXTERIORS AT AIRPORT

Airport Director Andrew Wiersma presented a termination agreement for the Service Contract with H&H Exteriors at Dalton Airport. Wiersma stated the agreement is mutual to both parties. On the motion of Council member Mock, second Council member Harlan, the agreement was approved.

FY-23 GRANT APPLICATIONS AND 5-YEAR AIRPORT CIP FOR FEDERAL/STATE PROJECT FUNDING

Airport Director Andrew Wiersma presented the FY23 Airport Capital Improvement Project applications and the 5 year Federal/State CIP Plans for FY23-27. Wiersma stated funds would require a 5% local match in the amount of \$15,000 however he stated the local match funding will be sought if/when the Federal and State applications are approved. On the motion of Council member Goodlett, second Council member Mock, the applications were approved for submission. The vote was unanimous in favor.

GDOT CONTRACT FOR AIRPORT FUNDING - THE AMERICAN RESCUE PLAN ACT (“ARPA”)

Airport Director Andrew Wiersma presented the GDOT Contract for Airport funding through the American Rescue Plan Act (“ARPA”). Wiersma stated the Act provides COVID-19 relief funds to federally funded airports. Wiersma stated the Dalton Airport is eligible for \$59,000. On the motion of Council member Mock, second Council member Harlan, the Mayor and Council approved the Contract. The vote was unanimous in favor.

ORDINANCE 21-21 – RE-ZONING REQUEST OF WORLDCAP SOLUTIONS

Ethan Calhoun, Asst. Planning Director-Northwest Georgia Regional Commission, presented the request of Worldcap Solutions to rezone from Medium Density Single Family Residential (R-3) and Transitional Residential (R-6) to High Density Residential (R-7) a tract of land totaling 3.17 acres located at Brady Drive. Parcels (12-120-20-013 thru 12-120-20-019) On the motion of Council member Crews, second Council member Mock, the request was approved. The vote was unanimous in favor.

ORDINANCE 21-22 – RE-ZONING REQUEST OF THOMAS DURKAN III

Ethan Calhoun, Asst. Planning Director-Northwest Georgia Regional Commission, presented the request of Thomas Durkan III to rezone from to rezone from Heavy Manufacturing (M-2) and Medium Density Single Family Residential (R-3) to Transitional Residential (R-6) a tract of land totaling 0.33 acres located at 624 Charles Street and 0.11 acres located at 620 Charles Street. Parcels (12-199-19-008 and 12-199-19-016). After some discussion, on the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council tabled the request. The vote was unanimous in favor.

ORDINANCE 21-23 – RE-ZONING REQUEST OF HAMMER PROPERTIES

Ethan Calhoun, Asst. Planning Director-Northwest Georgia Regional Commission, presented Ordinance 21-23 The request of Hammer Properties to rezone to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.34 acres located at East Morris Street. Parcel (12-218-18-005). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the request. The vote was unanimous in favor.

ORDINANCE 21-24 - REZONING REQUEST OF DAVID MOSTELLER

Ethan Calhoun, Asst. Planning Director-Northwest Georgia Regional Commission, presented the request of David Mosteller to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.60 acres located at 803 West Waugh Street. Parcel (12-199-27-095). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council denied the request citing the staff recommendation that stated the following:

1. The proposed rezoning would allow a higher lot density and smaller dwelling that would be inconsistent with the established development pattern and zoning of the area; and
2. There is the issue of a conflict with the intent of the Comprehensive Plan and Future Development Map. The proposed division of land and new dwelling would be a higher density than the established character of all of the adjacent properties.

The vote was unanimous in favor.

ORDINANCE 21-25 - REZONING REQUEST OF MARIA AMAYA

Ethan Calhoun, Asst. Planning Director-Northwest Georgia Regional Commission, presented the request of Maria Amaya to rezone from Medium Density Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.31 acres located at 904 Riverbend Road. Parcel (12-255-02-026). On the motion of Council member Harlan, second Council member Mock, the request was approved. The vote was unanimous in favor.

ANNOUNCEMENTS:

The Mayor and Council will hold a Special Called Meeting on Monday, December 13, 2021 at 6PM for Adoption of the FY-2022 Budget.

Please join us for a Reception Honoring the Service of Councilmember Gary Crews immediately following Council Meeting on December 13, 2021 in the Atrium.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:50 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/13/2021
Agenda Item: Retainer Agreement with h2b Creative
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney? Yes
Cost: \$2500/month

Funding Source if Not in Budget

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

Retainer Agreement with H2B Creative for Advertising/Marketing, etc.

RETAINER AGREEMENT CITY OF DALTON

Tuesday, November 23 2021



ADVERTISING & PUBLIC RELATIONS

This agreement is for provision of creative professional services to **City of Dalton** located at **300 West Waugh Street, Dalton, GA 30720**, herein referred to as **Client**, by **h2b creative** located at **101 North Hamilton Street, Suite A, Dalton, GA 30720**, herein referred to as Agency.

The terms of this agreement extend from **January 1, 2022**, until either party advises in writing intent to terminate this agreement with a 60-day prior written notice.

The parties acknowledge that this is a binding legal agreement, and its terms cannot be modified except by mutual agreement of the parties.

I. Appointment of Agency

Client hereby appoints Agency, and Agency hereby agrees to serve as, the Client's Agency of Record for advertising/marketing/public relations/(etc.). Agency shall provide Client those services listed on Exhibit "A" attached hereto and incorporated herein by reference. As such, the Agency is authorized to purchase outside services on the Client's behalf as the Client's Agent, subject to Client's approval of such purchases; provided however, Client shall execute all contracts with third parties for the outside services, and Client shall be solely responsible for the same.

To that end, the Agency agrees to devote its best efforts to furthering the Client's interests and endeavor in every way to make their communications successful. As requested by the Client, the Agency will supervise all media, graphic design, packaging, collateral and promotional materials (etc.) for appearance, accuracy, timeliness, position, size and mechanical reproduction. The Agency will make no commitments or disbursements or incur any obligations for the Client's account without proper authorization or approval from the Client.

The Agency will therefore require the Client's approval on all project estimates and media authorizations before ordering production material, making commitments with suppliers or making reservations for media space or time. The Client will designate in writing who within their organization may sign such estimates and authorizations.

The Client may request changes or cancellations, or stop any work in progress, provided these are within the Agency's contractual obligations. Where previously approved work has already incurred charges, Client agrees to reimburse the Agency for unrecoverable charges or expenses arising from requested changes or cancellations.

The Agency will submit to the Client for approval all copy, layouts, artwork, drawings, storyboards, scripts and media schedules.

II. Confidentiality

The Agency shall not, without the Client's expressed written permission, reveal or otherwise make available to any person or persons any confidential, privileged information or trade secrets regarding the Client's programs, products, business, or methods of operation learned by the Agency during the term of this contract.

III. Agency Compensation

The Client agrees to a Professional Services Fee (retainer) of \$2,500.00 to be paid monthly. The monthly retainer is due to be paid on the first day of each month. This covers approximately 25 hours per month.

Projects such as collateral material and production time are billed per the Agency's standard hourly rate schedule. Shipping charges, travel expenses, delivery charges, overnight delivery service, cost of original photography, stock photography and images, printing, broadcast production and other expenses/outside purchases that may accrue to a project, but cannot be accurately estimated in advance of production, are not included in estimates and are billed separately.

The Agency shall provide the Client with a monthly retainer report by no later than the fifteenth (15th) of the following month. If necessary, the Agency will bill the Client for costs exceeding the monthly retainer/fee; such adjustments shall be provided under separate invoice by no later than the twentieth (20th) of the following month, and payment due Net thirty (30) days from date of receipt.

IV. Billing Procedures

Agency terms are Net thirty (30) days from receipt of invoice. Interest at 1.5 percent will be charged on accounts past due thirty (30) days.

In the event of dispute, the Client is responsible for payment to all vendors, including printers, photographers, specialty manufacturers, etc. for approved purchases. With the exception of proven willful fault or neglect, Agency bears no financial responsibility for payment of products or services purchased on Client's behalf.

In the event of default in payment, the Client shall pay the Agency all costs and expenses, including attorney's fees, the fees of collection agencies and other expenses incurred, in enforcing any of the terms or conditions thereof.

The Agency shall use its best efforts to guard against any loss to the Client through failure of media or suppliers to properly execute their commitments, but the Agency shall have no responsibility for any failure on their part.

V. Third party defaults or delays

- A. The Agency shall not be held liable for the failure of media or suppliers to meet their obligations.
- B. The Agency shall not be liable for delay, omission or error in any advertisement in the absence of willful fault or neglect.
- C. Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity which is in the Agency's judgment as misleading, libelous, unlawful, indecent or otherwise prejudicial to the Agency or to the Client's interest.
- D. The Agency shall hold, for a period not to exceed three (3) years, original production vehicles of all Client materials; the Agency shall not be responsible for the destruction of the same through fire, theft or natural disaster.

VI. Governing Law/Jurisdiction

This agreement, in its validity, construction and performance, shall be governed in all respects by the laws of the State of Georgia, Both parties agree to hereby submit to the jurisdiction of the State and Federal courts of Georgia but to seek remedy by mediation prior to filing any judicial action.

VII. Rights of Termination

This agreement may be cancelled by sixty (60) days prior written notice given by the Agency to the Client, or by the Client to the Agency.

All services performed and materials prepared by the Agency during the sixty (60) days prior to termination of this agreement shall be billed to the Client within five (5) days of completion, and shall be due and payable by the Client upon receipt. The Agency shall deliver to the Client, upon payment of all outstanding obligations, all papers, digital files, photographs and other materials related to the work performed on or before the termination date, and as well as any work performed, invoiced and paid for during the 60 days termination period.

The Client shall own any layouts, copy, artwork, drawings, films, video tapes, photo negatives and other materials prepared by or purchased by the Agency for the Client and for which the Client has paid, regardless of whether such materials were published, displayed, or otherwise presented prior to the termination of the agreement. The Client shall not own any videos, photos or other such item for which the Agency has only paid a fee for the "rights of use."

Any unused or rejected marketing, public relations, advertising or other graphic design programs, plans, designs, and ideas prepared by the Agency will remain the property of the Agency, and shall be used as it sees fit, provided it does not involve the release of any confidential information regarding the Client's business or methods of operation or otherwise identify the client as a source thereof.

Upon termination of this Agreement, Client agrees to assume and Agency agrees to assign any non-cancelable contracts to which the Agency has entered into directly with a third party vendor on behalf of the Client and with the Client's approval/authorization, and Client shall be responsible for any and all obligations under said contract, including but not limited to any payment obligations thereunder, in accordance with the provisions of this agreement. The Client will indemnify the Agency against any claims therefor.

VIII. Modification

This writing contains the entire agreement of the parties. No representations were made or relied on by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of both parties. No modification of either party, which would have the effects of modifying the obligations of the other party (except as to lessen the same), shall be effective unless a memorandum regarding same is executed by an executive officer of both parties.

This agreement is subject to review. Adjustments to fees/rate schedules may be negotiated at time of review. Any change in ownership of the Client business would be cause for immediate review of this agreement and the terms and conditions herein stated.

IN WITNESS WHEREOF, the above parties have set their hands this _____ (day) of _____ (month), _____(year).

Authorized Signature for The Agency:

Authorized Signature for The Client:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Client representatives for estimate and authorization approvals:

Name: _____

Name: _____

Title: _____

Title: _____

A.
Design
Copywriting
Layout
Mechanical art
Artwork
Storyboards
Scripts
Media schedules
Creative Concepts



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: December 13, 2021
Agenda Item: City Hall Janitorial Services
Department: HR
Requested By: Greg Batts
Reviewed/Approved by City Attorney? N/A
Cost: \$550.00 per month

Funding Source if Not in Budget

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

Adding entire west side of the second floor of City Hall to janitorial/cleaning schedule.



**Dalton City Hall
300 W. Waugh St.
Dalton, GA 30720**

December 8, 2021

Description: Price amendment: 2nd floor cleaning services increased to accommodate additional usage. Average daily adjustment \$25.40

Price summary: **Additional charge: \$550.00 per month.**
(\$25.40/day)

Total Monthly Costs: \$2,095.00 per month.

*All labor, Equipment, and chemicals provided.
Please call Southern Janitorial Services, Corp. to accept this proposal 706-272-0574.*

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@daltonga.gov

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS
DENNIS MOCK
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12/13/21
Agenda Item: Grease Trap Permit Request
Department: Public Works
Requested By: Jackson Sheppard
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:

Mr. and Mrs. Ramirez have requested a permit for a grease trap on East Morris Street for a new restaurant in the old Boats & Motors of Dalton building (315 East Morris Street). This location resides within the active sidewalk improvements project. This request was presented for consideration at the December 6th Public Works Committee Meeting.

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

Applicant: Juan Carlos Ramirez
Address: 315 E Morris St
Contact Person: Carlos Ramirez
Phone: 704-913-6677
Purpose of Easement: Grease Trap

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

Permit Conditions

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

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

Permit requested this _____ day of _____, 20___. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: Juan Carlos Ramirez
(title) Owner

Public Works Committee Recommendation: ___ Approve ___ Do not Approve

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

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

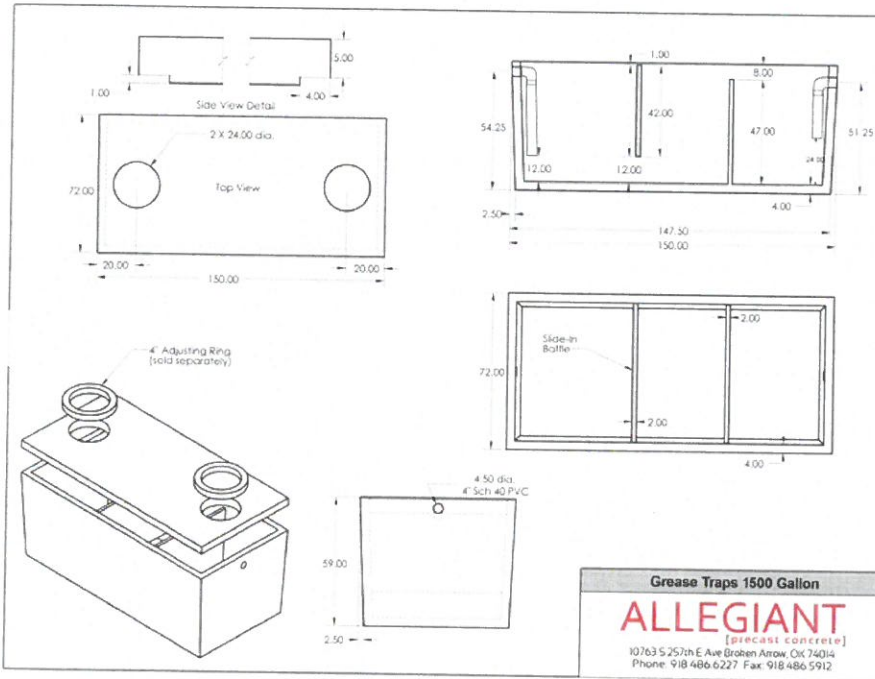


1500 Gallon Grease Interceptor

1500 Gal Grease Interceptor

500 Gallon Grease Interceptor

2500 Gallon Grease Interceptor



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- Expansion Tanks
- Tools
- Shop Grease ...
- Proudly Servi...
- Bluefin

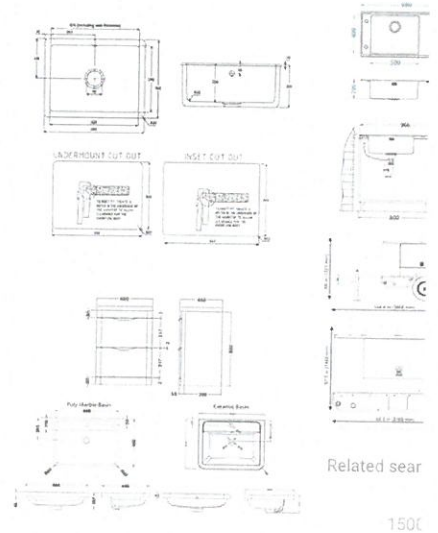
Allegiant Precast | Grease Interceptor / Grease Trap

allegiantprecast.com | 700 x 541 jpeg | 6 yrs ago

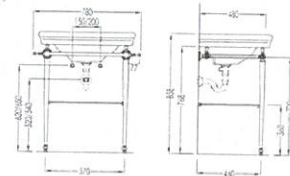
Visit site Pages Image sizes

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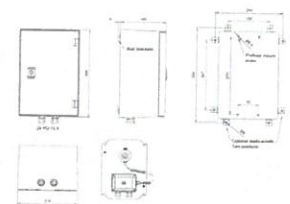
Related content



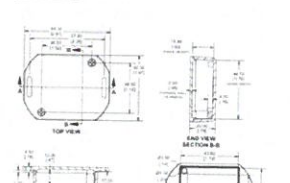
1500 Gal



500 Gallo



2500



Ceramic
Top View
8000

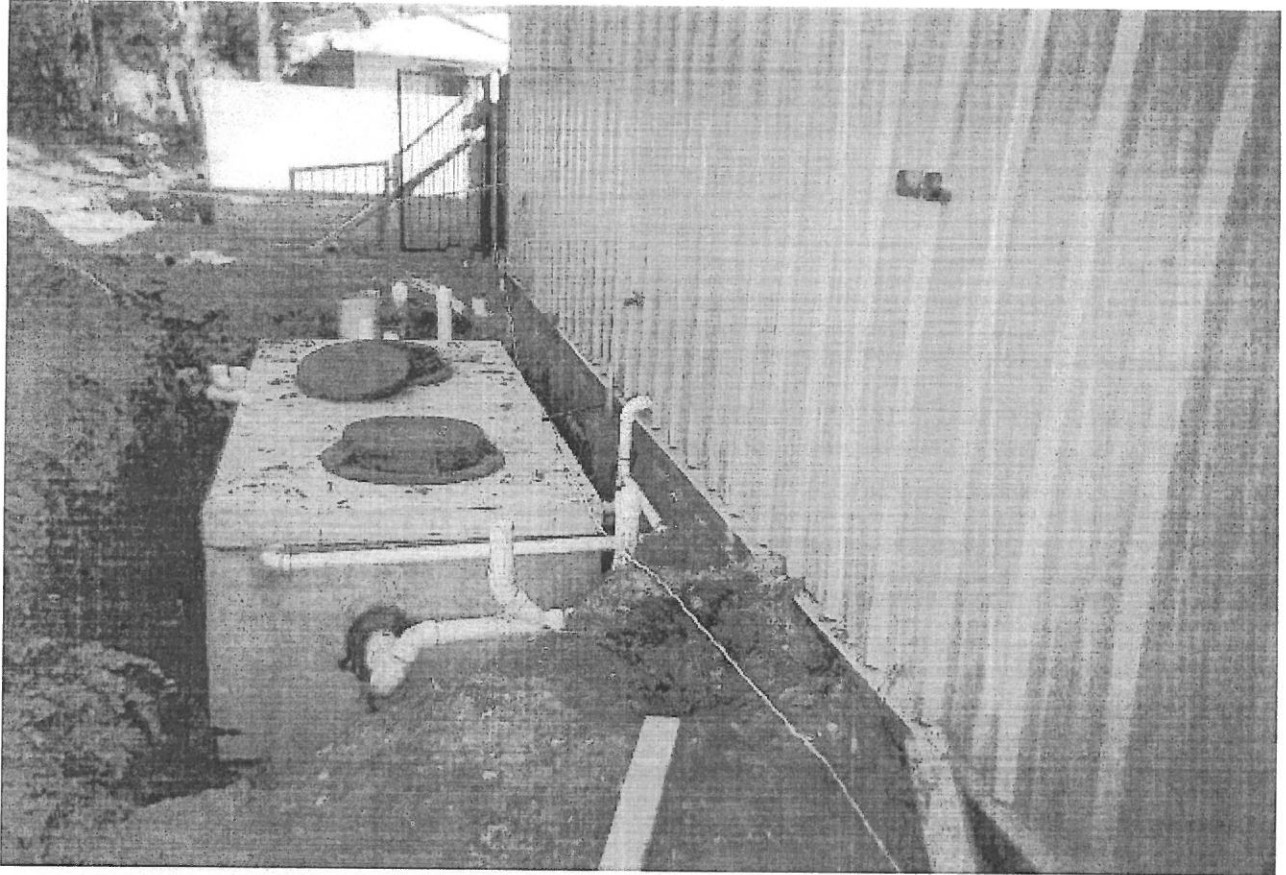
Front View

Visual Search Save Share More

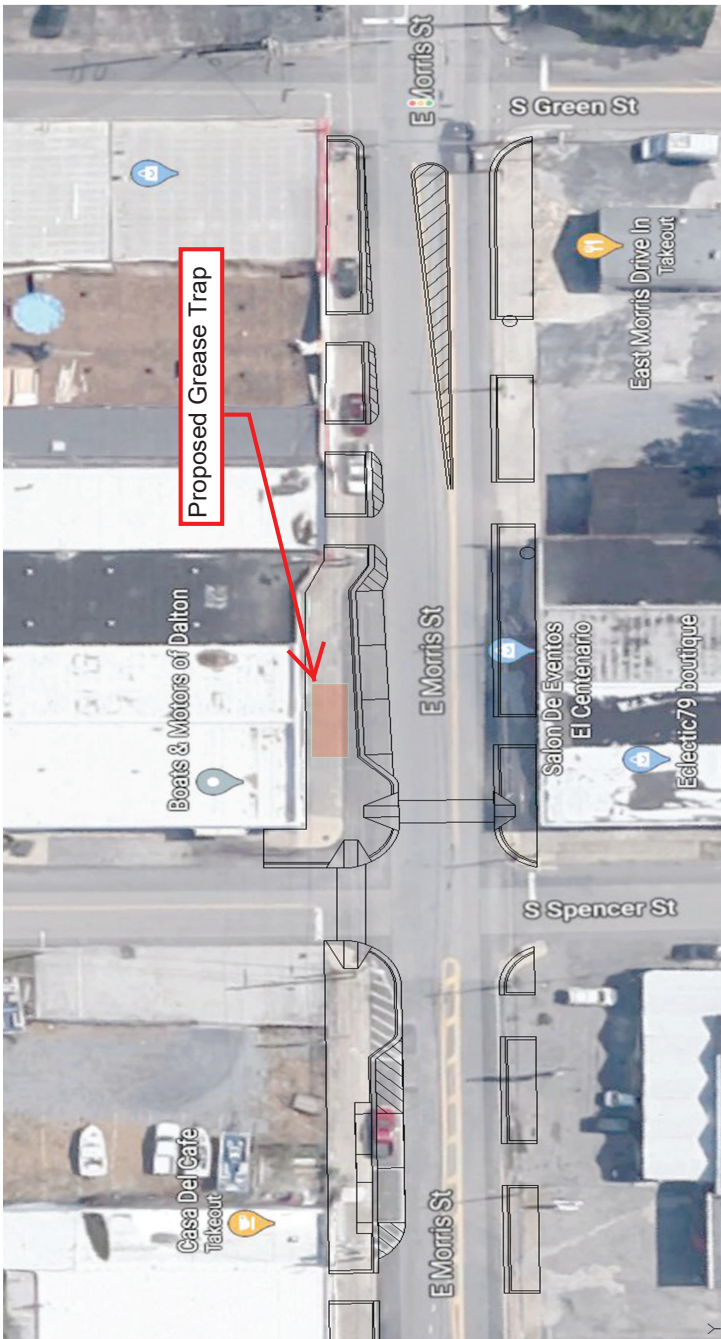


Feedback

Right Hand



Proposed Grease Trap Location Overview





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-13-21

Agenda Item: Consultant Agreement Amendment #3

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$66,687

Funding Source if Not in Budget Community Development Block Grant Funds

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

To extend current CDBG consulting agreement through April 2022.

**AMENDMENT #3
2019 CONSULTING AGREEMENT
BETWEEN THE
CITY OF DALTON and BLULYNX SOLUTIONS for CONSULTING SERVICES FOR
THE CDBG PROGRAM**

The City of Dalton agrees to incorporate the modification listed below into the Contract, and BLULYNX SOLUTIONS (hereinafter referred to as “Consultant”) agrees to perform all work necessary to satisfy the requirements of the Contract as stated below.

The Consulting Agreement is changed to read as follows:

B. Term:

The term of this Agreement will commence as of May 1, 2021, and end April 30, 2022 with one (1) one-year renewal terms.

C. Compensation:

The cost for this service shall be a total of **\$66,687.00**. Said amount will be billed in accordance with the attached Exhibit “B” (Fee Schedule) and made part hereof. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City and invoices in accordance with the standard practices of the City of Dalton. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit “B” (Fee Schedule) within thirty (30) days. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed Seventy-Two Thousand, Four Hundred and Thirty-Five-Dollars (**\$66,687.00**).

All other terms of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF DALTON

ATTEST:

BY: _____
DAVID PENNINGTON, MAYOR

BY: _____
BERNADETTE CHATTAM, CITY CLERK

Date: _____

Date: _____

BLULYNX SOLUTIONS, INC.

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

Date: _____

EXHIBIT B*FEE SCHEDULE*

FEE SCHEDULE	
DATE BILLED	AMOUNT
May 1, 2021	\$5,557.25
June 1, 2021	\$5,557.25
July 1, 2021	\$5,557.25
August 1, 2021	\$5,557.25
September 1, 2021	\$5,557.25
October 1, 2021	\$5,557.25
November 1, 2021	\$5,557.25
December 1, 2021	\$5,557.25
January 1, 2022	\$5,557.25
February 1, 2022	\$5,557.25
March 1, 2022	\$5,557.25
April 1, 2022	\$5,557.25
TOTAL BILLED	\$66,687.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 12-13-21
Agenda Item: 2022 Budget Adoption Request
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? N/A
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:

Budget document for adoption

**PROPOSED 2022 BUDGET
GENERAL FUND**

City of Dalton
General Fund 2022 Budget

With Comparative Amounts - 2020 Actual and 2021 Adopted

	<u>Actual 2020</u>	<u>Adopted 2021</u>	<u>Proposed 2022</u>	<u>% Change 2022 to 2021</u>
Revenues				
Taxes	\$ 20,545,325	\$ 20,445,500	\$ 21,363,000	4.49%
Licenses and permits	341,327	349,500	360,900	3.26%
Intergovernmental	1,160,716	353,700	446,000	26.10%
Charges for services	1,272,964	1,499,800	1,652,600	10.19%
Fines and forfeitures	408,294	425,000	446,000	4.94%
Investment income	230,270	250,000	120,000	-52.00%
Contributions and donations	23,078	18,000	23,500	30.56%
Miscellaneous	347,861	443,500	543,500	22.55%
Total Revenues	<u>24,329,835</u>	<u>23,785,000</u>	<u>24,955,500</u>	<u>4.92%</u>
EXPENDITURES				
General Government				
Elections	\$ -	\$ 8,000	\$ -	0.00%
Legislative	151,043	152,100	154,000	1.25%
Administrative	571,200	522,600	659,500	26.20%
City Clerk	340,405	347,000	367,530	5.92%
Finance	700,722	759,700	861,000	13.33%
Human Resources	414,949	440,000	528,350	20.08%
Information Technology	416,848	544,400	567,300	4.21%
Building & Grounds	230,148	238,000	266,950	12.16%
Judicial				
Municipal Court	427,469	472,000	500,310	6.00%
Public Safety				
Fire	9,659,322	9,255,100	9,754,970	5.40%
Police	8,928,821	9,258,400	10,230,505	10.50%
Public Works & Infrastructure				
Public Works	7,286,366	7,726,700	7,893,055	2.15%
Infrastructure	576,950	210,000	634,000	201.90%
Recreation & Culture				
Recreation	3,605,224	3,500,000	3,791,780	8.34%
Payments to Other Agencies	345,935	355,200	355,200	0.00%
Health & Welfare				
Payments to Other Agencies	56,984	1,000	1,000	0.00%
Housing & Development				
Payments to Other Agencies	215,000	215,000	372,500	73.26%
Contingency	-	401,300	200,000	-50.16%
Total Expenditures	<u>33,927,386</u>	<u>34,406,500</u>	<u>37,137,950</u>	<u>7.94%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	3,699	-	5,000	0.00%
Transfers In	15,499,745	11,273,000	19,125,350	69.66%
Transfers Out	(4,291,218)	(651,500)	(6,947,900)	966.45%
Total Other Financing Sources (Uses)	<u>11,212,226</u>	<u>10,621,500</u>	<u>12,182,450</u>	<u>14.70%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 1,614,675</u>	<u>\$ -</u>	<u>\$ -</u>	

**PROPOSED 2022 BUDGET
SUPPLEMENTAL SCHEDULES**

City of Dalton
General Fund 2022 Budget
By Classification

	Proposed 2022	% of Total
Revenues:		
Property taxes	\$ 7,966,000	18.07%
Other taxes	13,397,000	30.39%
Licenses and permits	360,900	0.82%
Charges for services	1,652,600	3.75%
Fines and forfeitures	446,000	1.01%
Investment income	120,000	0.27%
Intergovernmental	446,000	1.01%
Miscellaneous	567,000	1.29%
Total Revenues	24,955,500	56.61%
Other Sources:		
Transfers in:		
Utility transfer	11,326,000	25.69%
Hotel-Motel tax fund	477,550	1.08%
Grant funds	7,321,800	16.61%
Sale of fixed assets	5,000	0.01%
Total Other Sources	19,130,350	43.39%
Total Revenue & Other Sources	\$ 44,085,850	100.00%
Expenditures:		
Personal services & benefits	\$ 27,886,280	63.25%
Professional & other purchased services	4,362,080	9.89%
Supplies & operating charges	3,281,390	7.44%
Capital outlay	679,500	1.54%
Payments to others	728,700	1.65%
Contingency	200,000	0.45%
Total Expenditures	37,137,950	84.24%
Total Other Uses		
Transfers out:		
Senior Center	177,000	0.40%
Capital Construction Projects	5,821,800	13.21%
Capital Acquisition	384,600	0.87%
Airport Grant Match	32,500	0.07%
Debt Service Fund	532,000	1.21%
Total Other Uses	6,947,900	15.76%
Total Expenditures & Other Uses	\$ 44,085,850	100.00%

City of Dalton
General Fund 2022 Budget - Expenditures & Other Financing Uses
As a Percentage of Total Proposed - By Legal Level of Control

	Proposed 2022	% of Total
EXPENDITURES		
General Government		
Elections	\$ -	0.00%
Legislative	154,000	0.35%
Administrative	659,500	1.50%
City Clerk	367,530	0.83%
Finance	861,000	1.95%
Human Resources	528,350	1.20%
Information Technology	567,300	1.29%
Building & Grounds	266,950	0.61%
Judicial		
Municipal Court	500,310	1.13%
Public Safety		
Fire	9,754,970	22.13%
Police	10,230,505	23.21%
Public Works & Infrastructure		
Public Works	7,893,055	17.90%
Infrastructure	634,000	1.44%
Recreation & Culture		
Recreation	3,791,780	8.60%
Payments to Other Agencies	355,200	0.81%
Health & Welfare		
Payments to Other Agencies	1,000	0.00%
Housing & Development		
Payments to Other Agencies	372,500	0.84%
Contingency	<u>200,000</u>	<u>0.45%</u>
Total Expenditures	<u>37,137,950</u>	<u>84.24%</u>
OTHER FINANCING USES		
Total Other Financing Uses		
Senior Center	177,000	0.40%
Capital Construction Projects	5,821,800	13.21%
Capital Acquisition	384,600	0.87%
Airport Grant Match	32,500	0.07%
Debt Service Fund	<u>532,000</u>	<u>1.21%</u>
Total Other Financing Uses	<u>6,947,900</u>	<u>15.76%</u>
Total Revenue & Other Financing Uses	<u>\$ 44,085,850</u>	<u>100.00%</u>

Other Agency Allocations

	2021 Budget	2022 Budget
General Fund:		
Downtown Development Authority	\$ 135,000	\$ 135,000
Creative Arts Guild	56,000	56,000
Dalton-Whitfield Joint Development Authority	-	157,500
Dalton-Whitfield Community Development Corp.	80,000	80,000
Georgia Department of Veterans Affairs	1,000	1,000
Dalton-Whitfield County Library		
Cash	264,000	264,000
In-kind	6,000	6,000
Whitfield Murray Historical Society		
Cash	22,600	22,600
In-kind	2,400	2,400
Huff House - In-kind	1,800	1,800
Crown Mill - In-kind	2,400	2,400
	<u>\$ 571,200</u>	<u>\$ 728,700</u>
Economic Development Fund:		
Dalton-Whitfield Joint Development Authority	<u>\$ 157,500</u>	<u>\$ -</u>
Hotel-Motel Tax Fund:		
Northwest Georgia Trade & Convention Center		
Operations	\$ 238,985	\$ 238,775
Capital	358,675	358,675
Dalton Area Convention & Visitors Bureau		
Operations	173,000	205,000
Designated Marketing Organization	171,400	225,000
	<u>\$ 942,060</u>	<u>\$ 1,027,450</u>
Total Agency Allocations	<u><u>\$ 1,670,760</u></u>	<u><u>\$ 1,756,150</u></u>

PROPOSED 2022 BUDGETS
DEBT SERVICE FUND
CAPITAL PROJECTS FUNDS

City of Dalton
Debt Service Fund and Capital Projects Funds
2022 Budgets

	<u>Debt Service Fund</u>	<u>Capital Acquisition Fund</u>	<u>Bonded 2021 Capital Projects</u>
Revenues			
Interest income	\$ 800	\$ 2,000	\$ -
Total Revenues	<u>800</u>	<u>2,000</u>	<u>-</u>
Expenditures			
General government and administrative	4,000	-	-
Capital expenditures	-	396,600	5,821,800
Debt service - principle & interest	814,425	-	-
Total Expenditures	<u>818,425</u>	<u>396,600</u>	<u>5,821,800</u>
(Deficiency) of Revenues (Under Expenditures)	<u>(817,625)</u>	<u>(394,600)</u>	<u>(5,821,800)</u>
Other Financing Sources (Uses)			
Transfers in (out)	532,000	384,600	5,821,800
Proceeds from sale of capital assets	-	10,000	-
Total Other Financing Sources (Uses)	<u>532,000</u>	<u>394,600</u>	<u>5,821,800</u>
Net Change in Fund Balance	<u>\$ (285,625)</u>	<u>\$ -</u>	<u>\$ -</u>

Please note the 2015 SPLOST Fund, 2020 SPLOST Fund, and the 2021 Bonded Capital Projects Fund are multi-year budgets and not adopted annually. Any changes to these funds are achieved by Budget Amendments.

**2022 PROPOSED BUDGETS
SPECIAL REVENUE FUNDS**

**City of Dalton
Special Revenue Funds
2022 Budgets**

	<u>Hotel Motel Tax</u>	<u>Confiscated Assets</u>	<u>Tax Allocation District #1</u>	<u>Tax Allocation District #3</u>	<u>Economic Development</u>	<u>CDBG Grant Fund</u>	<u>Airport Grant Fund</u>	<u>ARPA Grant Fund</u>
Revenues								
Hotel motel taxes	\$ 1,575,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	10,000	-	-	-	-	-	-
Property taxes	-	-	-	-	-	-	-	-
PILOT payments	-	-	-	-	33,000	-	-	-
Intergovernmental - federal and state	-	40,000	-	-	-	603,000	397,500	4,436,715
Investment earnings	-	300	50	-	3,000	-	-	500
Total Revenues	<u>1,575,000</u>	<u>50,300</u>	<u>50</u>	<u>-</u>	<u>36,000</u>	<u>603,000</u>	<u>397,500</u>	<u>4,437,215</u>
Expenditures								
General government	-	-	-	-	-	26,000	430,000	-
Housing and development	-	-	50	50	1,500,000	452,000	-	-
Public safety	-	52,300	-	-	-	-	-	-
Public works and infrastructure	-	-	-	-	-	-	-	1,545,415
Health and welfare	-	-	-	-	-	125,000	-	-
Culture, recreation and tourism	1,097,450	-	-	-	-	-	-	-
Total Expenditures	<u>1,097,450</u>	<u>52,300</u>	<u>50</u>	<u>50</u>	<u>1,500,000</u>	<u>603,000</u>	<u>430,000</u>	<u>1,545,415</u>
(Deficiency) of Revenues (Under Expenditures)	<u>477,550</u>	<u>(2,000)</u>	<u>-</u>	<u>(50)</u>	<u>(1,464,000)</u>	<u>-</u>	<u>(32,500)</u>	<u>2,891,800</u>
Other Financing Sources (Uses)								
Transfers in (out)	(477,550)	-	-	-	-	-	32,500	(7,321,800)
Proceeds from sale of capital assets	-	2,000	-	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(477,550)</u>	<u>2,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>32,500</u>	<u>(7,321,800)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (50)</u>	<u>\$ (1,464,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,430,000)</u>



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-13-21

Agenda Item: Consultant Agreement for administration of Coronavirus State & Local Fiscal Recovery Grant Funds

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: Hourly Rate of \$131.00

Funding Source if Not in Budget Coronavirus State & Local Fiscal Recovery Grant Funds

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

For the administration of the Coronavirus State & Local Fiscal Recovery Grant Funds

**CONSULTING AGREEMENT
BETWEEN THE**

**CITY OF DALTON and BLULYNX SOLUTIONS, LLC. for GRANT ADMINISTRATION AND
GRANT MANAGEMENT SERVICES FOR THE CORONAVIRUS STATE AND LOCAL
RECOVERY FUNDS FOR THE CITY OF DALTON**

This Agreement made this ____ day of _____, 2021 by and between BLULYNX SOLUTIONS LLC. (hereinafter referred to as “Consultant”) having its offices and place of business at 8343 Roswell Road, Atlanta, GA 30350, and the CITY OF DALTON, 300 West Waugh Street, Dalton, GA 30720, (hereinafter referred to as “City”), as follows:

WHEREAS, the City of Dalton deems it desirable and necessary to obtain the services of a consultant to provide grant administrative, and management services related to the Coronavirus State and Local Fiscal Recovery Funds through the U. S. Department of Treasury in accordance with the Consultant’s proposal, annexed hereto as Exhibit “A”, hereinafter referred to as the “Service”.

Now, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

- A. Scope of Services: The Consultant agrees to perform the services as described in Exhibit “A”, which is annexed hereto and made a part hereof.

- B. Term: The term of this Agreement will commence as of November ____, 2021, and end December 31, 2023.

- C. Compensation: The cost for this service shall be **\$131.00** per hour. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City of invoice(s) in accordance with the standard practices of the City of Dalton.

- D. United States Department of The Treasury Rules, Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds, as well as Treasury’s rules, regulations and requirements as currently in use or as amended by the Department of the Treasury from time to time. Any conflict between this Agreement and Treasury’s rules, regulations and requirements shall be resolved by the application of Treasury’s rules, regulations and requirements.

- E. Consultant’s Staff: Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to provide for timely,

professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform these services under the laws of the State of Georgia.

F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on-the-job training.

G. Compliance with Labor Statutes and Rules: The Consultant agrees to comply in all respects with the laws of the State of Georgia respecting labor and compensation and with all labor statutes, ordinances, rules, and regulations.

H. Conflict of Interest: No person who is a member, has an economic interest of the Consultant, nor an officer, or an employee, or the immediate family of such persons will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of any such person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.

I. Representations of the Consultant:

- (1) The Consultant represents that it is a duly organized and validly existing limited liability company under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement.
- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of the Consultant.

- (3) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by the Consultant, which(a) questions the validity of this Agreement, or any action take or to be taken under it, or (b) is likely to result in any material adverse change in the authority, properties, assets, liabilities, conditions (financial or otherwise) of the Consultant which would materially and substantially impair the Consultant's ability to perform any of the obligations imposed upon the Consultant by this Agreement.
- (4) The representations, statements, and other matters contained in the request for proposal CRFP were true and complete in all material respects as of the date of filing. The Consultant is aware of no event, which would require any amendments to the application in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. Consultant is aware of no event or other fact, which should have been and has not been reported in the application as material information.
- (5) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Georgia law.
- (2) That it is validly existing and in good standing under the laws of the State of Georgia, and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This agreement, the consummation of the transactions herein contemplated and their performance, observance and fulfillment by the City of all the terms and conditions hereof on its part to be performed, observed and fulfilled, have all been approved and authorized by the Mayor and City Council. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the performance for, fulfillment of and compliance with the terms and conditions hereof by the City do not and will not (either immediately or with lapse of time, or with notice, or both) conflict with any of the provisions applicable to the authorizing City Council resolution(s).
- (4) This agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal

capacity and authority to enter into and perform its obligations under this agreement, subject to a permissive referendum, if applicable.

K. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its officers, directors, agents, servants, officers, and employees harmless from any and all claims and judgments for damages and from costs, expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and or omission to act themselves may be liable to the other for acts, which cause direct damage to the other.

L. Termination: This agreement may be terminated upon the happening of any of the following events:

(1) By mutual written consent of the contracting parties;

(2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination give the other written notice setting forth with reasonable detail and specifically the party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective in thirty (30) days from mailing or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said twenty (20) day period;

(3) If the City in its sole discretion deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination would be effective in the same manner as (2) above;

(4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or

(5) If the Consultant fails to comply with any of the material requirements of this Agreement.

(6) By the Consultant if the Coronavirus State and Local Fiscal Recovery Funds become unavailable or if for whatever reason the City fails for a period of sixty (60) days to compensate the Consultant for services rendered in accordance with this agreement.

(7) In the event of termination of this agreement, the Consultant shall return all computer software, computer discs containing program information and tapes, documents, records, and all other materials of very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for services authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of the agreement by the City is pursuant to Paragraph N hereof. Further, the Consultant will return all unused City owned supplies and City owned furniture and equipment.

M. Notification: Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.

N. Completion of Authorized Work: At the option of the City, any work authorized by this agreement and not completed at the end or earlier termination of this agreement shall be completed under the terms and conditions of this agreement. The Consultant shall receive payment for all such work done.

O. Consultant Assistance: The Consultant agrees, with regard to this agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in consultations associated with legal actions arising from there and to testify regarding Commitments work should the same be requested by the City. The cost will be as set forth on the Exhibit "B" (Fee Schedule) and will be in addition to the compensation provided by paragraph "C".

P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and was prepared and secured without collusion or fraud and that

neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.

Q. Safety Equipment: The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement. Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.

R. Assignment: The Consultant shall not assign, transfer, convey or otherwise hypothecate this Agreement or of its right, title, benefit, advantage, or interest in or to it, or any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.

S. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its affiliations, successors, assigns and legal representatives.

T. Severability: If case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

U. Notice: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement.

V. Modification: The agreement and the exhibits annexed hereto constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto. It is understood and agreed that this agreement and the exhibits annexed hereto may be amended in writing only, and that all understandings and agreements heretofore had between the parties hereto are merged into this agreement, which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other.

W. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not part of this agreement and will not be deemed to affect the meaning or construction of any of its provisions.

X. Independent Contractor: Nothing contained in this agreement is intended to, nor shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this agreement and the City and the Consultant shall remain separate legal entities. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance for the Consultant's officers, agents, and employees as the Consultant is an independent contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such being corporations have caused these presents to be signed by their duly authorized officers.

CITY OF DALTON

BY: _____
DAVID PENNINGTON, MAYOR

Date: _____

ATTEST:

BY: _____
BERNADETTE CHATTAM, CITY CLERK

Date: _____

BLULYNX SOLUTIONS, LLC

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant's scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications, and related activities as it to accomplish the following activities it relates to the City of Dalton's Grant Administration and Grant Management Services for the Coronavirus State and Local Fiscal Recovery Funds:

1. Comprehensive Administration and Compliance

- BluLynx Solutions will provide regulatory oversight for the ARPA funds in compliance with all Federal, State, Local laws, rules, and regulations.
- Provide general consulting and advisory services throughout the term of the contract relative to management practices.
- Assist in compiling eligibility documentation following regulations for funded projects, including eligibility determinations.
- Assist in preparing or revising written program policies & procedures manual outlining implementation procedures to ensure proper internal controls are developed and implemented to prevent fraud and abuse.
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Assist in responding to correspondence from the United States Department of Treasury or another federal-state agency;

2. Research, develop and prepare grant applications and other public assistance documents as needed;

- BluLynx Solutions will develop and distribute an application for grants through a competitive and fair application process. All applications will be maintained in the Consultant's care for the minimum specified time.
- BluLynx Solutions will make a careful and critical examination of applications against ARPA guidelines.
- Assist City with publication of amendments, annual program budget changes, and conduct public hearings.
- Assist with public notices, conduct of hearings, and maintain sign-in sheets, etc.
- Assist with compliance with public notice documentation under federal regulations.
- Collaborate with the City on project formulation; information gathering, and project development eligibility within Treasury's Interim Final Rule and any subsequent final rule;

3. Financial Management

- Review and assist with processing payment requests and determine allowable costs in compliance with federal regulations with in the scope of review and assistance set by the City;
- Enter expense and request reimbursement, in the grant portal, and monitor the comptroller website for the release of funds;

- Coordinate with the City's financial officer and staff on project-specific cost accounting and tracking;

4. Meeting Attendance on behalf of the City of Dalton, including public hearings

- Assist with and/or present public hearings in conjunction with the City of Dalton;
- Attend meetings with or on behalf of City personnel and City Council
- Present information or gather resources for the City's use on behalf of the City.
- Conduct all public hearings and postings related to ARPA funds.

5. Reporting

- Provide at a minimum monthly project status reports and cash management reports showing the projected schedule for reimbursement requests and the actual status of the reimbursements received;
- Assist City in establishing and maintaining reports.
- Prepare and complete required reports and documents.

6. Procurement

- Provide and prepare public procurement documentation and any additional procurement assistance,
- Prepare written requests for qualifications, request for proposals, or other applicable procurement processes for identified projects that align with compliance under Federal and State Law;

7. Audits

- Assist with all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals;
- Coordinate with City staff to gather all necessary documentation for program monitoring and audit preparation.
- Monitor all project activity to ensure compliance.
- Review change orders for compliance.
- Review project amendments for compliance.
- Monitor files for Davis-Bacon (prevailing wages) compliance for projects.
- Conduct internal monitoring to ensure compliance with all applicable Federal, State, local laws, including City regulations and policies.

8. Provide post-award grant administration

a) Prepare Subrecipient Agreements

- Prepare Subrecipient Agreements to ensure each agreement fulfills the legal requirement by presenting a concise statement of the rules of the ARPA program and the conditions under which funds are provided.
- Develop the agreement to be used as a mechanism for verifying regulatory compliance and monitoring of program performance.
- Ensure all Agreements include a yardstick for monitoring subrecipient performance.
- Prepare any local and formal amendments as necessary during the duration of the project.

b) Conduct Program Monitoring of Subrecipients and Monitoring

- Assist the City in the monitoring of Subrecipient performance and compliance.
- Ensure that federal funds are used following all program requirements.
- Assist City in developing a monitoring plan at the beginning of the program year to effectively match available resources with the needs and capacity of subrecipients.
- Prepare risk assessments for subrecipients to quickly identify which subrecipients require comprehensive monitoring.
- Ensure the City's monitoring process examines the correct items for the activity area in question and promotes thoroughness and consistency in monitoring.
- Review, advise and assist on the management of the closeout process