



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 15, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name for the Record)*

Proclamation:

1. Amateur Radio Week - June 21-27, 2020 - Mr. Jack Thompson, Dalton Amateur Radio Club

Minutes:

2. Mayor and Council Minutes of May 18, 2020
3. Mayor and Council Work Session Minutes of May 27, 2020

New Business:

4. (2) New 2020 Alcohol Beverage Applications
5. Resolution 20-12
A Resolution Of The Mayor And City Council Of The City Of Dalton, Georgia, Authorizing The Adoption And Approval Of The Fiscal Year 2020 - 2021 Annual Action Plan for CDBG Program
6. Revision of Drug-Free Workplace Policy
7. Agreement For The Coronavirus Aid, Relief And Economic Security (CARES) Act Airport Assistance Between Georgia Department Of Transportation and City of Dalton Municipal Airport
8. Agreement with Municode, Inc for City Website Update
9. Station Roof Replacement - DFD Station One
10. Proposal from AP Triton for Dalton Whitfield Fire Services Study
11. Change Order 001 - Richards and Assoc. Engineering, Inc. for Covie Drive Site Design Services
12. First Reading - Ordinance 20-10
An Ordinance Of The City Of Dalton To Repeal Article II "Collection" Of Chapter 94 "Solid Waste" Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton In Its Entirety And To Substitute In lieu Thereof Article II "Collection" Of Chapter 94 "Solid Waste" As Provided Herein; To Provide For The Collection Of Garbage, Refuse, Recyclable Materials And Yard Trimmings; To Provide For A System Of Fees And Fines For The Violation Of Said Chapter; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

Supplemental Business

Adjournment

PROCLAMATION



AMATEUR RADIO WEEK JUNE 21 – 27, 2020

WHEREAS, Amateur Radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

WHEREAS, for more than 100 years, Amateur Radio – also called ham radio – has allowed people from all walks of life to experiment with electronics and communications techniques, as well as provide a free public service to their communities during a disaster or emergency, all without needing a cell phone or the internet; and

WHEREAS, the City of Dalton recognizes and appreciates the diligence of these “hams” who also serve as weather spotters in the Skywarn program of the National Weather Service; and

WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications, bike-a-thons, fairs, and other charitable events; and

WHEREAS, anyone may become a licensed Amateur Radio operator and there are more than 725,000 licensed hams in the United States as young as 9 and as old as 100; and

WHEREAS, the American Radio Relay League (AARL) is the leading organization for Amateur Radio in the USA and with clubs such as the Dalton Amateur Radio Club, it’s easy for anyone to get involved right here in Dalton, Georgia.

NOW, THEREFORE BE IT RESOLVED, I, David Pennington, Mayor of the City of Dalton hereby officially recognize and designate June 21-27, 2020 as “**AMATEUR RADIO WEEK**”.

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

Mayor _____

Date _____ June 15, 2020

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 18, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the May 18, 2020 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor and Council Work Session and Regular Meeting Minutes of May 4, 2020. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

SPECIAL RECOGNITION - HISTORIC PRESERVATION COMMISSION 2019
OUTSTANDING PRESERVATION PROJECT

Caleb Carnes was awarded the 2019 Historic Preservation Commission Outstanding Preservation Project for the Rear Façade Project at 230 N. Hamilton Street.

PROCLAMATIONS

(1) HISTORIC PRESERVATION MONTH - MAY 2020 - DALTON HISTORIC
PRESERVATION COMMISSION

The Mayor and Council proclaimed May 2020 as “Historic Preservation Month” and recognized our local Historic Preservation Commission for their effort so that historic resources in our city can be preserved for future generations.

(2) ISAAH MACK DAY - MAY 18, 2020

The Mayor and Council proclaimed May 18, 2020 as Isaiah Mack Day in the City of Dalton and recognized him as our “Hometown Sports Hero” for being an excellent role model for young people to follow not only through his athletic talents, but also through his commitment to family and community. Mack signed with the Tennessee Titans as a rookie free agent on May 10, 2019 following the 2019 NFL Draft.

ORDINANCE 20-08

The Mayor and Council reviewed Ordinance 20-08 regarding the request of Jose M. Gonzalez to Rezone Certain Property Within The City Of Dalton From Medium-Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract Of Land Totaling 9.20 Acres Located At Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-05-000). On the motion of Council member Harlan, second Council member Goodlett, the request was approved with an amendment that states that entire subject tract outlined in this request will be re-zoned neighborhood commercial C-1. The vote was unanimous in favor.

DE-ANNEXATION REQUEST FROM MR. DONG LEE – 1525 CLEVELAND HWY
(PARCEL: 142-12-01-003)

The Mayor and Council reviewed De-Annexation Request from Mr. Dong Lee – 1525 Cleveland Hwy (Parcel: 142-12-01-003). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council denied the De-Annexation Request from Mr. Dong Lee pursuant to O.C.G.A. Section 36-36-22. The vote was unanimous in favor.

AGREEMENT WITH LOWERY AND ASSOCIATES FOR TOPOGRAPHICAL SURVEY OF
THREADMILL ROAD AND CONWAY STREET

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Agreement with Lowery and Associates for Topographical Survey of Threadmill Road and Conway Street in the amount of \$4900.00 to be paid for out of the 2015 SPLOST – SP158. The agreement is for a topological survey at locations on Threadmill Road and Conway Street to facilitate drainage analysis in these locations. The vote was unanimous in favor.

AGREEMENT WITH RICHARDS & ASSOCIATES ENGINEERING, INC. FOR SITE
DESIGN SERVICES – COVIE RIDGE AND WINTON DRIVE

The Mayor and Council reviewed the Agreement with Richards & Associates Engineering, Inc. for Site Design Services at Covie Ridge and Winton Drive in the amount of \$9600.00. The Agreement is for the study of the drainage on several lots in Covie Ride to evaluate the potential drainage issues downstream. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the agreement. This agreement for services will be paid from the 2015 SPLOST – SP158. The vote was unanimous in favor.

SIGNATURE TENNIS COURTS CONVERSION OF TENNIS COURTS TO PICKLE BALL COURTS AT BROOKWOOD PARK

The Mayor and Council reviewed the proposal for the construction of new pickle ball courts at Brookwood Park in the amount of \$28,500.00 to be paid from FY2020 CIP budget. Pickle ball is a paddleball sport that combines elements of tennis, badminton, and table tennis. Two or four players use solid paddles made of wood or composite materials to hit a perforated polymer ball, with 26-40 round holes, over a net. On the motion of Council member Crews, second Council member Waugh, the proposal was approved. The vote was unanimous in favor.

Restroom Facilities - Reopen

Council member Harlan asked Recreation Director Mike Miller about the expectation of the opening of restroom facilities at the golf course and other parks now that things are reopened. Miller stated that these restroom facilities are starting to re-open as his department obtains supplies for cleaning. Miller stated that the City has furnished cleaning solutions that are recommended by the CDC to kill viruses, mold, mildew on surfaces and even the playground areas. Miller stated that facilities will need to be cleaned more frequently; not just once a day but possibly once an hour, maybe more. Miller further stated that the plan is to re-open most park facilities on June 1st and this will happen in phases.

FY-2020 BUDGET AMENDMENT #3

The Mayor and Council reviewed FY-2020 Budget Amendment #3 regarding various requests from departments for budget to be amended. On the motion of Council member Goodlett, second Council member Harlan, the amendment was approved. A copy of this amendment is a part of these minutes. The vote was unanimous in favor.

SUPPLEMENTAL BUSINESS

Judge Rob Cowan addressed the Mayor and Council stating that Municipal Court will begin having court again beginning with a slow roll out on May 20th and will have full fledge court services on May 27th. Cowan additionally explained the procedure by which court will be held which is based on the recommended CDC guidelines.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:33 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL
WORK SESSION MINUTES
MAY 27, 2020

The Mayor and Council held a meeting this afternoon at 12:00 p.m. at Public Works. Present were Mayor David Pennington, Council members Annalee Harlan (teleconference), Derek Waugh, Tyree Goodlett, and Gary Crews, and City Attorney Gandhi Vaughn. City Administrator Jason Parker was absent.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Crews, the Mayor and Council approved the May 27, 2020 work session agenda. The vote was unanimous in favor.

DISCUSSION OF DRAFT REFUSE COLLECTION ORDINANCE

Public Works Director Andrew Parker presented a PowerPoint presentation to the Mayor and Council regarding Curbside Refuse Collection. The presentation included Background, Current Items Allowed, Items Historically collected, Items prohibited, Biggest Issues, pictures of examples of issues the department face daily and the Summary of Proposed Changes of the new draft ordinance of Chapter 94 entitled Solid Waste in the City of Dalton Code of Ordinances.

After a lengthy discussion, including input from several citizens (1) Palmer Griffin, (2) Hayden Wagers and (3) Ryan Hurt, the Mayor and Council will review all commentary and ideas offered to possibly incorporate into the draft ordinance.

A copy of the PowerPoint presentation and written comments from Mr. Palmer Griffin are a part of these minutes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 1:40 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 06/15/2020
Agenda Item: (2) New 2020 Alcohol Applications
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

(2) New 2020 Alcohol Applications recommendation by the Public Safety Commission on May 26, 2020 regular called meeting.

2020 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY MAY 26, 2020

M&C MONDAY JUNE 15, 2020

(2) 2020 ALCOHOL APPLICATION

1. Business Owner: Creative Arts Guild Community Support Corporation
d/b/a: Creative Arts Guild Community Support Corporation
Applicant: Leanne Martin
Business Address: 520 West Waugh St
Type: Pouring Beer, Pouring Wine
Disposition: **New**

2. Business Owner: Tenoch, LLC
d/b/a: Tenoch
Applicant: Laura Vital
Business Address: 319 N. Hamilton St.
Type: Pouring Beer, Pouring Wine, Pouring Liquor
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6-1-20

Agenda Item: CDBG 2020 Annual Action Plan

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: \$689,942

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:

This is our annual required report to HUD that provides the activities for the 6/1/20 - 6/30/21 funding year. This includes the funding received from the CARES Act of \$255,543 and the annual award of \$434,399. The Mayor and Council were given the recommendation for funding at the 5/1/20 Finance Committee meeting - refer to attached summary.

RESOLUTION 20-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2020 - 2021 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

WHEREAS, HUD requires entitlement Communities to prepare and approve an Annual Action Plan for each of the five years under the Consolidated Plan in order to establish activities associated with the priorities designated under the Consolidated Plan; and

WHEREAS, the Draft Annual Action Plan 2020 - 2021 has been published for the HUD required 5 day citizen participation, review and comment period;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Dalton, Georgia that the Annual Action Plan Fiscal Year 2020 – 2021 be adopted and forwarded to HUD and that approval of the Draft includes responses to citizen comments and any HUD required directives; and that this Resolution shall be effective upon adoption.

NOW, THEREFORE, this Resolution was unanimously adopted by the City of Dalton Mayor and Council on this 1st day of June, 2020.

CITY OF DALTON, GEORGIA

David Pennington
Mayor

ATTESTED TO:

City Clerk

FISCAL YEAR 2020 FUNDING ALLOCATIONS

CDBG

Organization	Project Title	Funding Category	Amount Allocated
Northwest GA Family Crisis Center	Domestic Violence Services	Public Services	\$14,923.00
Friendship House	Preschool Tuition Assistance	Public Services	\$21,000.00
LAA Dalton CDBG	Latino Family Well Being	Public Services	\$25,119.00
City of Dalton	City of Dalton - Planning & Admin	Administration	\$86,879.00
Housing Authority	HVAC (Phase 4) - Beechland Property	Public Facility	\$180,000.00
City of Refuge	Raise the Roof	Public Facility	\$106,478.00
		TOTAL	\$434,399.00

CDBG-CV (Covid-19)

Organization	Project Title	Funding Category	Amount Allocated
City of Dalton	City of Dalton - Planning & Admin	Administration	\$51,108.60
City of Dalton Food Delivery Program	Food Delivery Program	Public Services	\$54,434.40
City of Dalton	Economic Development Small Business Loan Program	Economic Development	\$150,000.00
		TOTAL	\$255,543.00



CITY OF DALTON

ANNUAL ACTION PLAN

MAY 15, 2020



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Executive Summary

Introduction

As a recipient of federal grant funds, HUD requires the City of Dalton to produce a Five-Year Consolidated Plan and Annual Action Plan. It also serves as the application for funding for the Community Development Block Grant (CDBG) federal entitlement program that serves low-income individuals and families.

The proposed activities outlined in the 2020 Annual Action Plan delineates a comprehensive and coordinated strategy to address community development, affordable housing, economic development needs. This document includes narrative responses to questions as required by the Consolidated Planning Regulations at 24 CFR 91.

The City's 2020 Annual Action Plan provides the framework for carrying out the strategic priorities and long-term objectives identified in the 2019-2023 Consolidated Plan. The priority needs identified therein were established through a collaborative process with citizens, public interest groups, and other stakeholders in the City of Dalton and targets resources to areas where the highest concentration of poverty exists.

HUD has established three priority goals for jurisdictions across the country to pursue as part of their consolidated planning efforts: decent housing, suitable living environment, and providing economic opportunity. The City attains these goals by utilizing CDBG funds consistent with the following performance measures:

Decent Housing: *The provision of decent housing assists homeless and persons at risk of becoming homeless in obtaining housing; retains the existing units in the housing stock; increases the availability of permanent housing in standard condition and at an affordable cost to low- and moderate-income (LMI) families. Decent housing also increases the supply of supportive housing with services needed to enable persons with special needs to live independently and provides affordable housing for low to moderate-income persons in areas that are accessible to job opportunities.*

Suitable living environment: *The provision of a suitable living environment improves the safety and livability of neighborhoods; increases access to quality public and private facilities and services; reduces the isolation of income groups within a community or geographical area by offering housing opportunities for persons of lower-income and revitalizes deteriorating or deteriorated neighborhoods; restores, enhances, and preserves natural and physical features of unique value for historic, architectural or aesthetic reasons; and conserves energy resources.*

Provide economic opportunity: *The provision of expanded economic opportunities creates and retains jobs; establishes, stabilizes, and expands small businesses (including micro-businesses); provides public services concerned with employment; provides jobs to low-income persons living in areas affected by those programs and activities; makes available mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; provides access to capital and credit for development activities that promote the long-term economic and social viability of the community, and provides empowerment and self-sufficiency opportunities for low-income persons to reduce generational poverty in federally-assisted and public housing.*

Summarize the objectives and outcomes identified in the Plan

During the development of the Consolidated Plan, the City identified four priority needs. Guidelines for addressing these priority needs over the 2019-2023-time frame are summarized below:

- **Affordable Housing**
 - Housing Rehabilitation

- **Public Facility and Infrastructure Improvements**
 - Rehabilitation, acquisition, accessibility improvements of neighborhood facilities
 - Park Improvements
 - Sidewalk and Infrastructure Improvements
 - Support services for populations with special needs (e.g., elderly, persons with disabilities)

- **Public Services**
 - Health and dental services
 - Services for the homeless and at-risk populations
 - Youth and childcare programs
 - Transportation for seniors and youth
 - Food Delivery Program

- **Economic Development**
 - Small Business Loan Program for businesses what were economically affected by COVID-19

Evaluation of past performance

The goals and projects identified in this Annual Action Plan were developed using strategies that have been proven successful, revisions to past approaches, and new strategies where needed. The City of Dalton reported in its most recent Consolidated Annual Performance Evaluation Report (CAPER), a total of **\$610,379.86** in CDBG expenditures to address community development needs. CDBG funds were allocated for sidewalk improvements, code enforcement, affordable rental rehabilitation, and abused and neglected spouses. The City highlights these projects below:

- The City of Dalton utilized **\$16,392.21** of CDBG funds for code enforcement activities in low and moderate-income areas. A total of 381 corrective citations were issued and addressed by homeowners.
- The City of Dalton also used **\$71,899.84** of CDBG funds for administration and planning activities.
- The City of Dalton utilized **\$231,359.79** of CDBG funds for the installation of 1,060 feet of new sidewalks at Richardson Street and Trammell Street. The sidewalks were constructed of poured in place concrete with a brushed finish in compliance with ADA and Federal design standards.
- The City of Dalton utilized **\$275,000.00** of CDBG funds to rehabilitate existing affordable rental housing units for LMI households plus special needs and homeless individuals
- Northwest Georgia Family Crisis Center, Inc used a total of **\$15,653.00** in CDBG funds for domestic violence survivors.

Summary of Citizen Participation Process and consultation process

During the preparation of the PY2020 Annual Action Plan, a virtual Public Review Meeting was held on Monday, May 25, 2020, to obtain comments on the PY2020 Annual Action Plan draft and funding recommendations for PY2020 CDBG and CDBG-CV Program. A 5-day comment period commenced on Friday, 22, 2020, and concluded on Wednesday, May 27, 2020. The PY2020 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

Summary of public comments

No comments were received.

Summary of comments or views not accepted and the reasons for not accepting them

The City of Dalton's CDBG Program Office accepted all comments received during the Public Comment Period and Public Review Meeting.

Summary

This Annual Action Plan identifies projects in which the City will use CDBG funds to carry out previously identified priorities established in the City's PY2019-2023 Consolidated Plan. The identification of these specific priorities is a product of extensive consultation with community stakeholders combined with data from the U.S. Census and other sources that indicate particular housing and community development needs in Dalton.

PR-05 Lead & Responsible Agencies – 91.200(b)

The City of Dalton Finance Department is responsible for the administration of the Community Development Block Grant (CDBG) program.

Agency Role	Name	Department/Agency
CDBG Administrator	Cindy Jackson	City of Dalton Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Dalton, through its Finance Department, is the lead agency for the development, administration, and review of the Five-Year Consolidated Plan and Annual Action Plan. The Consolidated Plan and Annual Action Plan provide a comprehensive strategy to address the City’s housing and community development needs with CDBG funds. All CDBG-funded projects are reviewed and monitored by the City’s Finance Department for compliance with applicable federal rules and regulations.

Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the Consolidated Plan and Annual Action Plan may be directed to:

Ms. Cindy Jackson,
Chief Financial Officer
City of Dalton
300 West Waugh Street
Dalton, GA 30720
Phone: (706) 529-2460
Email: cjackson@daltonga.gov

Introduction

The City developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included public meetings, neighborhood meetings, published meeting notices, and a web survey conducted in both English and Spanish.

Consultation with the community and affected service providers is a fundamental component of the Action Plan process. The City of Dalton consulted with citizens, municipal officials, nonprofit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Dalton encouraged citizens to participate in the development of this plan and in the review of progress in implementing plan activities. The City particularly encourages involvement by low-and moderate-income households residing in areas targeted for program activities for minorities and non-English speaking persons, as well as persons with disabilities. Also, residents of public housing and other assisted housing are encouraged to participate. A special effort is made to assure those low-and moderate-income persons; households in areas supported by program activities and persons special needs have opportunities to participate. The City will provide translators for non-English speaking persons who request assistance at least seven days before hearings or other meetings in the planning process.

The City held one public meeting through its public participation process before the development of the plan and one public meeting to review the draft priorities. The Citizen Participation Section of this plan summarizes the public comments and drafts of the document are posted on the City’s webpage and at City Hall. Notices of public meetings and hearings were also published in the local newspaper.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Dalton is part of the Balance of State Continuum of Care administered by the Georgia Department of Community Affairs. The City of Dalton collaborates locally with the Dalton Whitfield Community Development Corporation (DWCDC) to stay abreast of the needs of homeless persons and persons at risk of homelessness in Dalton. Through the DWCDC, the City

shares data regarding homeless needs in the City along with working through regulatory compliance issues as they arise. The DWCDC is also the lead agency on the Point in Time Count, which is a survey taken every January of all the homeless served in Dalton and Whitfield County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS

The City coordinates with the Dalton Whitfield Community Development Corporation, a participant in the GA-501 Georgia Balance of State Continuum of Care. The CoC is directly responsible for the following:

- Measuring performance community-wide as it relates to reducing homelessness;
- Developing and managing a centralized or coordinated assessment that addresses housing and services needs for all individuals and families who experience homelessness;
- Preparing and overseeing the application for community funding; and establishing funding priorities.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations, and other government agencies took the online survey in March 2019. Stakeholder Meetings were also held and included representatives from the following organizations:

Agency/Group/ Organization	Agency/Group/ Organization Type	Section of Plan Addressed by Consultation	How Consulted
City of Dalton	Local Government	Strategic Priorities	Needs Assessment
Community Housing Resources Corporation	Local Nonprofit	Strategic Priorities	Needs Assessment
Dalton Housing Authority	Low Income Housing Provider	Strategic Priorities	Needs Assessment
Dalton NAACP	Civic Organization	Strategic Priorities	Needs Assessment
Dalton Utilities	Public Utility	Strategic Priorities	Broadband Requirements

Dalton-Whitfield County Community Development Corporation	Housing Provider	Strategic Priorities	Needs Assessment
Georgia Legal Aid Services	Legal Services	Strategic Plan	Needs Assessment
Spectrum	Broadband Provider	Strategic Priorities	Broadband Requirements
Viastat	Broadband Provider	Strategic Priorities	Broadband Requirements
Windstream	Broadband Provider	Strategic Priorities	Broadband Requirements
Whitfield County Hazard Mitigation Planning Committee (HMPC)	Local Government	Strategic Priorities	Hazard Mitigation

Identify any Agency Types not consulted and provide the rationale for not consulting

The City did not exclude any agency type or agency during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Georgia Balance of State	Coordinating homelessness services with Continuum of Care priorities
Redevelopment Plan	City of Dalton	Coordinating community development plans with broader plans to redevelop commercial areas
Whitfield County Comprehensive Plan	Whitfield County	Coordinating future land use planning, zoning development ordinance, transportation planning, and infrastructure planning
Whitfield County Hazard Mitigation Plan	Whitfield County Hazard Mitigation Planning Committee (HMPC)	Coordinating hazard mitigation planning with the placement of CDBG investment.

Table 2 – Other local / regional / federal planning efforts

Summary of the citizen participation process/Efforts made to broaden citizen participation and how it impacted goal setting

During the preparation of the PY2020 Annual Action Plan, a virtual Public Review Meeting was held on Monday, May 25, 2020, to obtain comments on the PY2020 Annual Action Plan draft and funding recommendations for PY2020 CDBG and CDBG-CV Program. A 5-day comment period commenced on Friday, May 22, 2020, and concluded on Wednesday, May 27, 2020. The PY2020 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

The City took the following measures to encourage citizen participation:

- Posted copies of the draft plan in Dalton City Hall and notified the public of the location of the document in the final hearing legal advertisement;
- Published draft plan electronically on the City’s website;
- Provided public comment opportunity on the plans at one formal meeting;
- Published all meetings in the local newspaper legal advertisement section;
- Solicited comments from social service agencies;
- Advertised final public hearing in the local newspaper held on May 22, 2020
- A draft of the Annual Plan for FY2020 was placed on public display for five days beginning May 22, 2020
- The City held a virtual public hearing on a date on Monday, May 25, 2020, at the following link to obtain final comments on the draft FY2020 Annual Action Plan and the proposed use of CDBG and CDBG-CV funds for the 2020 program year. There were no comments received during this meeting.

The used a combination of empirical research, historical data, and citizen input to set goals identified in this plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/ broad community	There was one virtual public meeting held with a total of 4 attendees.	Affordable housing, infrastructure improvements, economic development, lack of public transportation, commercial revitalization, housing rehabilitation for disabled adults, and employment were the top needs identified. Some other concerns expressed were the lack of coordination of services from nonprofits and better schools.	All comments were accepted	n/a
2	Newspaper Ad	Non-targeted/ broad community	The public was notified of the public meetings via a newspaper ad in the Daily Citizen News	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	n/a

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Dalton receives a direct allocation of Community Development Block Grant funds. The City administers the CDBG program in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. On Tuesday, February 18, 2020, HUD published the PY2020 allocation for the CDBG programs. HUD allocated \$434,399 in CDBG funds. The City does not anticipate receiving any program income during the next Plan Year.

The City of Dalton also received \$255,543 in CDBG funds through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The City will amend its 2019-2023 Consolidated Plan is to utilize Community Development Block Grant funds to respond to the coronavirus pandemic known as COVID-19.

Expected Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:		
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$434,399	\$0	\$0	\$1,737,596	CDBG funding will address housing, community development, and economic development needs in the City. Agencies will leverage CDBG funds with other public social service dollars and private donations.
CDBG-CV	Public-Federal	Economic Development and Public Services	\$255,543	\$0	\$0	\$255,543	CDBG-CV funding implements a small business loan program to assist small businesses that have been economically affected by COVID-19 and a food delivery program.
			Total:				

Table 3 - Expected Resources – Priority Table

Annual Action Plan

12

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal funding listed above is funding, which is received annually to support activities outlined in this Plan. Although there are no guarantees of this funding, particularly in the current budget environment, the City has historically received these funds. It expects to continue to receive CDBG funds for the period covered by this Plan. The City will continue to encourage the leveraging of federal funds to increase services to residents. The nonprofit organizations funded have the financial capacity through foundations and fundraising campaigns to leverage CDBG funds and expand their services to benefit more low and moderate-income persons.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Planning and Administration	2020	2021	Non-Housing Community Development Needs	Citywide	Administrative and planning costs to operate the CDBG program successfully	CDBG-\$86,879.80 CDBG-CV-\$51,108.60	Not applicable
2	Provide Public Services	2020	2021	Non-Housing Community Development Needs	Citywide	Increase the Capacity of Public Services	\$56,923.00 - CDBG \$54,434.40 - CDBG-CV	CDBG- Public Service Activities other than Low/Moderate Income Housing Income Benefit: 40 Persons Assisted CDBG-CV- Food Delivery Program - Persons Assisted: 50
3	Rehabilitation of Affordable Rental Units	2020	2021	Affordable Housing	Citywide	Increase Access to Affordable Housing	CDBG-\$180,000.00	Rental Units Rehabilitated: Household Housing Unit: 25

4	Economic Development	2020	2021	Economic Development	Citywide	Assist small businesses that have been economically affected by COVID-19	CDBG-CV \$150,000.00	CDBG -CV: Number of Small Businesses Assisted: 20
5	Public Facility	2020	2021	Public Facility	Citywide	Facility renovations services low and moderate clients	CDBG- \$110,596.20	Public Facility: Number of Persons Served: 100

Table 4 – Goals Summary

Goal Descriptions

1	Goal Name: Planning and administration Goal Descriptions: Administrative and planning costs to operate the CDBG program successfully
2	Goal Name: Provide public services Goal Description: Provision of public services for projects that provide recreational activities, educational opportunities, and job skills to youth; supportive services to low and moderate-income households and persons with special needs
3	Goal Name: Rehabilitation of Affordable Rental Units Goal Description: Rehabilitate existing affordable rental housing units for LMI households plus special needs and homeless individuals
4	Goal Name: Economic Development Goal Description: Assist small businesses that have been economically affected by COVID-19
5	Goal Name: Public Facility Goal Description: Facility renovations services low and moderate clients

Projects

AP-35 Projects – 91.220(d)

Introduction

The City has planned the following projects for the upcoming year and identified in the table below with additional details provided in Section AP-38.

Projects

No.	Project	Goals Supported	Geographic Area	Needs Addressed	Funding
1	CDBG Administration & Planning	CDBG Planning and Administration	Citywide - Other	CDBG Planning & Administration	CDBG - \$85,879.80; CDBG-CV - \$51,108.60
	Description	CDBG Program Administration & Planning			
	Target Date for Completion				6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities				1
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Location Description	Citywide			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Planned Activities	CDBG Program Administration & Planning			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
2	Northwest GA Family Crisis Center	Provide Public Services	Citywide - Other	Public Services	CDBG : \$14,923
	Description	CDBG Public Services, operating costs for Community Latino Specialist for Domestic Violence			
	Target Date for Completion				6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities				20
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Location Description	Citywide			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Planned Activities	CDBG Public Services, operating costs for Community Latino Specialist for Domestic Violence			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
3	Friendship House	Provide Public Services	Citywide - Other	Public Services	CDBG : \$18,000
	Description	Organization will provide quality affordable childcare assistance for low income mothers to assist them in furthering their education. CDBG funding will be provided as childcare assistance for four 2-year old students.			
	Target Date for Completion				6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities				20
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Location Description	Citywide			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Planned Activities	Organization will provide quality affordable childcare assistance for low income mothers to assist them in furthering their education. CDBG funding will be provided as childcare assistance for four 2-year old students.			
	(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts that have concentrations of minority populations or low-income populations, respectively, statistically and significantly larger than the minority or low-income population for the City as a whole. For the purposes of this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.

AP-38 Project Summary

Project Summary Information

#	Project Name
1	City of Dalton Administration & Planning
2	Northwest Georgia Family Crisis
3	Friendship House
4	Latin America Association
5	Dalton Housing Authority
6	City of Dalton Food Delivery Program
7	City of Dalton Economic Development Program
8	City of Refuge

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts that have concentrations of minority populations or low-income populations, respectively, statistically and significantly larger than the minority or low-income population for the City as a whole. For the purposes of this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.

Racially and Ethnically Concentrated Areas of Poverty

In addition to accessing residential patterns of protected classes, this section uses a methodology developed by HUD to identify racially and ethnically concentrated areas of poverty (RCAP/ECAPs). HUD defines an RCAP/ECAP as a census tract with an individual poverty rate of 40% or higher (or an individual poverty rate at least three times that of the tract average for the metropolitan area, whichever is lower) and a non-White population of 50% or more. According to the HUD GIS data and the 2015-2017 American Community Survey, the City of Dalton does not have any areas of concentrated poverty.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	80%

Table 6 - Geographic Distribution

The rationale for the priorities for allocating investments geographically

The City will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons. A portion of CDBG funds will be used for the rehabilitation and renovation of single-family homes in low-income neighborhoods to improve the housing conditions within those neighborhoods. This method of allocation will enable the City to serve the most disadvantaged residents, given the limited funding available.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City will allocate CDBG funds to rehabilitate existing housing units. The special needs population will be served through local service providers. The homeless population will be served through the Continuum of Care. The goals below are estimates based on the 2020 program year.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	25
Special-Needs	0
Total	25

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 8 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage any public housing. The Dalton Housing Authority is a separate legal entity that oversees public housing within the City's jurisdiction.

Actions planned during the next year to address the needs of public housing

Not Applicable

Actions to encourage public housing residents to become more involved in the management and participate in homeownership

Not Applicable

If the PHA is designated as troubled, describe how financial assistance will be provided or other assistance

Not Applicable

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Dalton’s Annual Action Plan provides funding support for agencies providing services to the homeless. CDBG funds are also being provided for existing housing service providers to homeless populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City of Dalton will continue to work closely with agencies affiliated with the Georgia Balance of State CoC. Dalton and the CoC will prioritize families who have received a summons for eviction. In Georgia, the highest predictor of homelessness is a summons for eviction. We know that once a household lands in eviction court, the landlord will be granted relief and will place a lock on the door, retaining all possessions, usually immediately after court. Other risk factors include a history of instability and a dramatic change in income. In the next cycle of ESG funding, the Georgia Balance of State CoC will prioritize individuals and families seeking rapid rehousing and homelessness prevention in the coordinated entry process. We hope that prevention dollars can be used for households most in need and reduce the number of families who fall into homelessness.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates in and supports the local COC and its initiatives and projects. Dalton will also continue to support organizations that assess the needs of the homeless to create a more robust social service system to address unmet needs. The city collaborates with various agencies that participate in the Continuum of Care regular meetings and coordinates services with CoC members. Over the next Consolidated Plan period, the City anticipates collaborating with various local nonprofits organizations to expand services for the homeless and at-risk of homelessness population.

The Georgia Balance of State Continuum of Care collaborates with nonprofit organizations to analyze current needs to assist in identifying funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the Dalton Whitfield Community Development Corporation, annually assesses the characteristics of the homeless population in City. This data allows the City to track the changing needs of the homeless. The City will continue to support the efforts in the preparation of the Point in Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City supports efforts of decreasing or ending homelessness in the City of Dalton and supports the local Continuum of Care's initiatives. Emergency needs for shelter are handled by local agencies receiving funding through the Georgia Balance of State Continuum of Care. The transitional housing needs of homeless persons are addressed below.

The City of Dalton does not receive an ESG allocation and therefore relies on the distribution received by the State. The Department of Community Affairs provides ESG funding for essential services and operations to emergency shelters and transitional housing facilities. These facilities offer accommodation and services to citizens of Dalton to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near-homeless by providing support for the following:

- Emergency housing and supportive services for homeless families and individuals;
- Developing transitional housing; and
- Preventing persons released from institutions from entering homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Georgia Department of Community Affairs (DCA) administers the Emergency Solutions Grant Program and oversees activities for homeless individuals and families in Dalton. DCA has identified rapid re-housing as a priority during the next Consolidated Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters.

The City of Dalton encourages collaboration with organizations to transition as many people as possible into permanent housing. The City also supports the implementation of a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short term, such as emergency food and shelter -- until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, agencies must eliminate duplication of effort by local agencies, both in intake and assessment procedures and in subsequent housing and supportive services. The Homeless Management Information System (HMIS) can be improved with common intake forms, shared data, effective assessment

instruments and procedures, and on-going coordination of assistance among community organizations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care, and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Continuum of Care has outlined its discharge policy for assisting persons aging out of foster care, and being released from health care facilities, mental health facilities, and correction facilities.

DWCDC receives an allocation from DCA to coordinate activities to prevent individuals and families from becoming homeless and to assist individuals/families to regain stability in current housing or permanent housing. ESG program funds will be used for homelessness prevention, which includes housing relocation and stabilization services and for short term (up to 3 months) or medium-term (up to 24 months) rental assistance. A range of emergency shelter facilities and short-term services (food, clothing, and temporary financial assistance, transportation assistance) to meet a variety of family or individual circumstances is necessary to assist families in preventing homelessness. These facilities and services will be able to meet the needs of families with children, individuals, persons with special health problems, and other characteristics.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City conducted its Analysis of Impediments to Fair Housing Choice (AI) in 2019 as part of that process the City and its stakeholders who participated in the process identified several contributing factors that create barriers to affordable housing and opportunities. A detailed description of these contributing factors can be found in the 2019 AI (accessed from the City of Dalton website), and highlights are listed below:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion:

Goal 1: Lack of Affordable Housing for Dalton Residents - Promote the development and rehabilitation of various types of housing that is affordable to lower-income households.

Strategies: The following activities and strategies should be undertaken to address this goal:

- Continue to support and encourage plans from both private developers and nonprofit housing agencies to develop, construct, and rehabilitate affordable housing in the City.
- Survey the existing residential, mixed-use residential/commercial, and vacant structures to utilize space for additional housing better.
- Develop a housing rehabilitation program with low-interest loans/grants in lower-income neighborhoods where there is the highest percentage of vacant and deteriorated housing.

Goal 2:

Inadequate fair housing education and awareness in the community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Strategies: The following activities and strategies should be undertaken to address this goal:

- Outline the procedures and process to report or file a fair housing complaint.
- Publicize the procedures and process in the local newspaper; post in public buildings, social service agencies' offices, and print out flyers to distribute.
- Develop opportunities to educate tenants, landlords, sellers, and mortgage brokers.
- Review and improve the rate of underwriting approval for minorities and persons of Hispanic origins in mortgage loan approvals, as evidenced by the Home Mortgage Disclosure Act (HMDA) data.

- All essential documents, forms, and directions should be printed in English and Spanish, and a reference sheet in multiple languages should be attached to inform non-English speaking persons who to contact.

AP-85 Other Actions – 91.220(k)

Introduction:

The Strategic Plan addresses underserved needs through initiatives proposed for funding in this Annual Plan. The primary obstacle to these actions is a lack of funding.

Actions planned to address obstacles to meeting underserved needs

To help remove barriers to meeting underserved needs and improve service delivery, Dalton, along with the Georgia Balance of State CoC, will support the expansion of HMIS technology beyond homeless service providers to link the various categories of services provided by CoC members and standardize performance measures. Dalton will also review and analyze the work of its various departments and divisions to find opportunities for collaboration between similar programs.

Actions planned to foster and maintain affordable housing

Affordable housing will be secured and encouraged by the introduction of a minor home repair program to assist low-income families with remaining in their homes. To promote affordable housing and fair housing choice, the City will encourage and support fair housing rights for all and provide program funds to conduct outreach and education regarding the Fair Housing Law act of 1968.

Actions planned to reduce lead-based paint hazards

Dalton, through the Georgia State Department of Health, educates the public on the hazards of lead-based paint and educates parents about protecting their children. In response to lead-based paint hazards and the limited resources available, the City has planned a steady, long-term response per Federal lead-based paint standards, other applicable federal regulations, and local property standards. Government-assisted housing rehabilitation projects will include the completion of a lead-based paint inspection according to HUD and Environmental Protection Agency (EPA) guidelines.

Actions planned to reduce the number of poverty-level families

Several local nonprofits provide current programs that are designed to assist households with incomes below the poverty level. The City will continue to direct residents to these agencies for antipoverty assistance programs. The City's highest poverty levels correspond with the target

areas for CDBG funding. In the past, the City funded some of the nonprofits for housing needs and will continue in the future.

The Antipoverty Strategy section of the Con Plan is to use CDBG funding to support public service activities and facilities that seek to reduce poverty through training, individual case management, and employment opportunities. The City will also partner with nonprofit agencies in support of affordable housing, work, and employment opportunities.

Actions planned to develop an institutional structure

The Finance Department manages all aspects of the grant programs perform in a concerted manner. The department recognizes the need to maintain a high level of coordination on projects involving other City departments, County departments, and nonprofit organizations. This collaboration guarantees an efficient use of resources with maximum output in the form of accomplishments.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Dalton will continue to work with a broad cross-section of public, private, faith-based, and community organizations to identify the needs of its citizens. Dalton will seek opportunities to participate in collaborative groups to streamline the actions of public service agencies to improve the lives of all persons in the city. These groups address a broad range of needs for families, including homelessness, public safety, workforce development, literacy, and the allocation of other resources. The creation of such an entity will allow local nonprofit organizations to focus their efforts collectively and to avoid duplication of services within the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following defines program income that is available for use that is included in projects to be carried out.

Other CDBG Requirements

- | | |
|---|-----|
| 1. The amount of urgent need activities | \$0 |
| 2. The estimated percentage of CDBG funds that will be used for activities those benefit persons of low and moderate-income | 80% |

Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate-income. Specify the years covered that include this Annual Action Plan.

Appendix - Alternate/Local Data Sources

No alternate/local data was used in the development of this plan.

Other CDBG Requirements

1. The number of urgent need activities

No activities have been identified under urgent need.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 6/15/2020
Agenda Item: Drug-Free Workplace policy update/revision
Department: Human Resources
Requested By: Greg Batts
Reviewed/Approved by Attorney? Yes
Cost: N/A - policy change

Funding Source if Not in Budget

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

Addition of language consistent with U.S. DOT position concerning products containing CBD and prohibition of use (except under limited circumstances) under the City of Dalton's Drug-Free Workplace policy

C. "ILLICIT CHEMICAL SUBSTANCE"

The term "illicit chemical substance" shall mean any measurable amount of: any drugs, controlled substances such as amphetamines, methamphetamines, fentanyl, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs possession of which is made unlawful under federal or state laws, including but not limited to, O. C .G .A. §§ 16-13-25, 16-13-26, 16-13-27, 16-13-28, 16-13-29 (but the term "illicit chemical substances" shall not include those substances included in O.C.G.A. §§ 16-13-27.1 or 16-13-29.1), or any metabolite of any such substances, "look-alikes", "designer drugs" having the same or similar psychotropic effects of such drugs, unauthorized alcoholic beverages, marijuana, hallucinogens (whether derived from natural or synthetic manufactured sources), unauthorized prescription drugs, or authorized drugs which are not prescribed for a verifiable medical condition and/or used in strict accordance with this policy and with the prescribing physician's instructions, or any other substance that is mood-altering, mind or consciousness affecting, or which is likely to have any affect upon a person's perceptions, sensations, thought processes, self-awareness, emotions, physical coordination, or other mental or physiological or psychological reactions or behavior. It also includes urinaid and all other substances of a similar nature or purpose designed or used to alter a urine specimen or to conceal the use of such illicit chemical substances or their metabolites in an initial screening test.

The term "illicit chemical substance" includes products containing substances derived from the cannabis plant such as Cannabidiol (CBD) where the ingestion or use thereof also produces evidence of metabolites of delta-9 tetrahydrocannabinol (THC) at levels reportable as "positive" in an initial screening test; but it shall not include where an employee has been prescribed CBD in the form of Epidiolex for treatment of epilepsy in accord with current FDA regulations.



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	06/15/2020
Agenda Item:	CARES Act Funding Contract
Department:	Airport
Requested By:	Andrew Wiersma
Reviewed/Approved by City Attorney?	Yes
Cost:	\$0
Funding Source if Not in Budget	N/A

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

The Federal Gov't has initiated the CARES Act, which is a financial relief grant for Federally funded airports, designed to offset lost revenue due to the COVID-19 pandemic. Through this grant, Dalton Municipal Airport is eligible for \$69,000. These monies are 100% Federal funds with no local match required. The funds will be disbursed to us through GDOT as a reimbursement for eligible expenses. We will be required to submit monthly invoices to GDOT for our eligible payroll expenses, and we will subsequently be reimbursed up to \$69,000. This contract with GDOT outlines funding eligibility and the process of submitting invoices, etc. Major points of consideration in this contract are listed below:

- 1.) Article I.2 - no requirement to repay funds unless expenditure on non-approved expenses.
- 2.) Article I.3- eligible expenses incurred on or after January 20, 2020 only.
- 3.) Article I.4.a - reimbursed only for eligible expenses up to maximum of \$69,000.00.
- 4.) Article I.5 - GDOT may terminate without cause.
- 5.) Article II.1 - City must provide monthly invoices of expenses.
- 6.) Article II.2 - City final invoice no later than June 30, 2021.
- 7.) Article II.4 - City duty to collect and recover any funds spent fraudulently.
- 8.) Article V - City must comply with include record retention for 3 years.
- 9.) Article VII - note that venue for litigation is in Fulton County.
- 10.)Article IX - City must comply with all state and federal regulations listed.

AGREEMENT
FOR
THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT AIRPORT ASSISTANCE

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, GA**

AND

CITY OF DALTON

**PROJECT NUMBER: AP020-90CA-40(313) Whitfield County
PID-T007440**

THIS **AGREEMENT** entered into _____, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and the **CITY OF DALTON**, a Georgia municipal corporation, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this **AGREEMENT** (collectively "**PARTIES**").

WHEREAS, The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Pub. L. 116–136) was enacted by the federal government on March 27, 2020, authorizing more than \$2 trillion in financial relief to mitigate the adverse economic effects resulting from the worldwide public health emergency caused by Coronavirus Disease 19 ("COVID-19");

WHEREAS, the financial relief provided in the CARES Act includes approximately \$10 billion in funding allocated to the Federal Aviation Administration ("FAA") for supporting airports in the United States experiencing severe economic disruption caused by the COVID-19 public health emergency;

WHEREAS, the DEPARTMENT has been issued \$3,448,000 in funding by the FAA to be allocated to eligible general aviation airport sponsors in Georgia based on formulas set forth in the CARES Act;

WHEREAS, SPONSOR has applied through the DEPARTMENT to receive its CARES Act formula allocation of funding ("ALLOCATION") through the submission of a CARES Act APPLICATION ("APPLICATION");

WHEREAS, through the submission of this APPLICATION, SPONSOR has accepted the terms of the FAA's ALLOCATION offer to utilize its funding in a manner that fully complies with the CARES Act, other federal laws and regulations, and applicable FAA program requirements;

WHEREAS, the DEPARTMENT has relied upon SPONSOR'S representations in the APPLICATION to make the ALLOCATION available to the SPONSOR through a written AGREEMENT between the PARTIES;

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the DEPARTMENT is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

**ARTICLE I
ALLOCATION AND UTILIZATION**

- 1. Purpose of Allocation.** This ALLOCATION is made to SPONSOR for the purpose of maintaining safe and efficient airport operations and as an offset of a decline in revenues arising from diminished airport operations and activities as a result of COVID-19. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CARES Act funds to the DEPARTMENT for operating assistance for federally obligated airports, the terms and conditions of said funding as agreed to in the CARES Act Assurances and made a part of this AGREEMENT as fully set out herein. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Year 2020.
- 2. Allocation.** SPONSOR shall receive an ALLOCATION per the CARES Act in an amount up to SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00) to be used utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CARES Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
- 3. Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020. In addition, ALLOCATION funding may be utilized for debt service payments incurred by the SPONSOR on or after April 14, 2020. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. Parameters Governing Use.** By entering into this AGREEMENT, SPONSOR expressly agrees to the following:

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses and debt service payments for the period beginning **January 20, 2020 and ending June 30, 2021**, is the total amount of ALLOCATION, which is SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00). If the total eligible estimated operational maintenance expenses and debt service payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.
 - b. Any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT is not changed.
 - c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the CARES Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act. Upon request, the SPONSOR shall provide one copy of the completed audit to the DEPARTMENT.
 - d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
 - e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.
- 5. Obligation by the DEPARTMENT.** No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA under the CARES Act. The DEPARTMENT shall have the right at its sole discretion to terminate this AGREEMENT immediately upon notice to the SPONSOR and without further obligation.

ARTICLE II

PAYMENTS

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service payments incurred by the SPONSOR for the invoice period. After

review and approval as appropriate of such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided for by the CARES Act and as set forth in this AGREEMENT.

- 2. Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2021** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the GRANT. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT’S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the CARES Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term “Federal funds” means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

ARTICLE V

RECORDKEEPING AND REVIEW OF RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

ARTICLE VII
CONTRACT DISPUTES

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE VIII
TERMINATION FOR CAUSE AND FOR CONVENIENCE

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "CARES Act Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the CARES Act, the language of the CARES Act shall be controlling.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION BY:

CITY OF DALTON:

DATE: _____

DATE: _____

COMMISSIONER

MAYOR

ATTEST: _____
(SEAL)

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

**DALTON MUNICIPAL AIRPORT
DALTON, GA**

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007440 AP020-90CA-40(313) Whitfield

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY20 – SBGP-034-2020					
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$69,000.00	100%	\$69,000.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
TOTAL PROJECT					\$69,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-034-2020	5/22/2020	\$69,000.00	22150
Total Maximum Obligation of Federal Funds this Contract:		\$69,000.00	

EXHIBIT B
CARES ACT ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this GRANT offer by the sponsor, these assurances are incorporated into and become part of this GRANT Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this GRANT that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this GRANT including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or GRANTS from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in GRANT agreements by any of the above laws, regulations, or circulars are incorporated by reference in this GRANT Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this GRANT, and to finance and carry out the proposed GRANT; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this GRANT and to finance and carry out the proposed GRANT and comply with all terms, conditions, and assurances of this GRANT Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this GRANT Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this GRANT Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this GRANT Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all GRANT accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this GRANT, the total cost of the GRANT in connection with which this GRANT is given or used, and the amount or nature of that portion of the cost of the GRANT supplied by other sources, and such

other financial records pertinent to the GRANT. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this GRANT. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a GRANT or relating to the GRANT in connection with which this GRANT was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

The sponsor shall not GRANT an exclusive right to use an air navigation facility on which this GRANT has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This GRANT shall be available for any purpose for which airport revenues may lawfully be used. CARES Act GRANT funds provided under this GRANT Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this GRANT.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a GRANT (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a GRANT or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the

entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a GRANT or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this GRANT and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, GRANT, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, GRANT, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-GRANTEes, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this GRANT to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

EXHIBIT C-1

(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT C-2

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of
_____ whose address is
_____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal GRANT, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, GRANT, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, GRANT, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT F

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner, Georgia Department of Transportation

EXHIBIT G

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

_____(SEAL)
Clerk

**INSTRUCTIONS FOR
EXHIBIT G CERTIFICATION**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.

2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date _____

Signature _____



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF DALTON
Solicitation/Contract No./ Call No. or Project Description:	T007440/AP020-90CA-40(313) Whitfield County CARES Act

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46948
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

7/10/2007
 Date of Authorization

CITY OF DALTON
 Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

 Printed Name (of Authorized Officer or Agent of Contractor)

 Title (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

 Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF DALTON _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6-15-20

Agenda Item: Agreement with Municode, Inc for City Website Update

Department: Technology

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: \$34500 first year/\$6000 Annual Maintenance following years

Funding Source if Not in Budget General Fund Budget

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

This agreement covers the revision of the City' website, migration of existing data, hosting and support, as well as ADA compliance. The agreement is for 12 months, with auto renewal and allows termination with 60 days' notice.



Website Redesign, Hosting, and Support

Quote for Dalton, Georgia



Chris Rogers

PO Box 2235 Tallahassee, FL 32316
850-701-0704 crogers@municode.com

LETTER OF INTEREST

6/4/2020

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website Division

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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

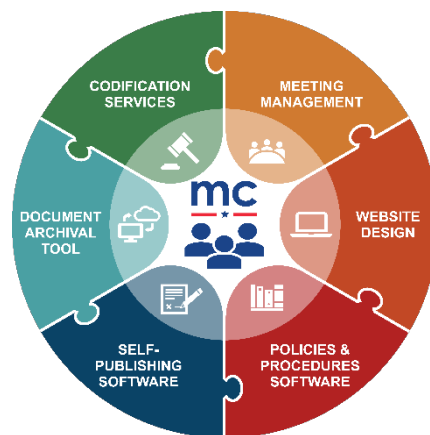


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly-skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



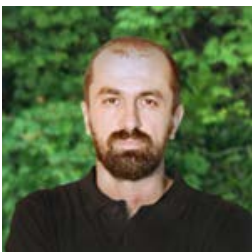
Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode’s lead tester for the engagement.













Drago - Graphic Design













Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Custom Designs

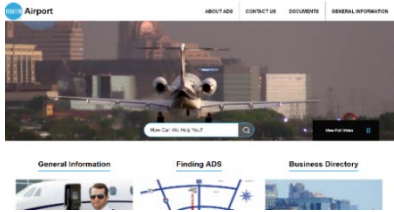

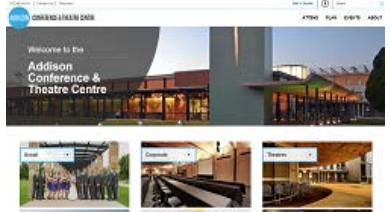



There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

<p>Royal Palm Beach Florida https://www.royalpalmbeach.com Population: 34,140 Marina Quintero, IS Manager 561-791-7078 mquintero@royalpalmbeach.com [CIVIC PLUS REPLACEMENT]</p>		
<p>Addison Texas https://addisontexas.net Population: 13,056 Mary Rosenbleeth, Director of Public Communications, 972-450-7032 mrosenbleeth@addisontx.gov [IFEFA Award winner]</p>		
<p>Los Altos California https://www.losaltosca.gov Population: 30,010 Erica Ray, Public Information Coordinator 650-947-2611 eray@losaltosca.gov [GRANICUS (CIVICA) REPLACEMENT]</p>		
<p>Decatur Georgia https://www.decaturga.com/ Population: 19,335 Renae Madison, Communications Specialist/CIO 678-553-6561 renae.madison@decaturga.com</p>		
<p>Corvallis Oregon https://www.corvallisoregon.gov Population: 55,298 Patrick Rollens, Public Information Officer 541-766-6368 patrick.rollens@corvallisoregon.gov [NAGW AWARD WINNER]</p>		

<p>Corinth Texas https://www.cityofcorinth.com Population: 19,935 Lee Ann Bunselmeyer, City Manager (940) 498-3241 LeeAnn.Bunselmeyer@cityofcorinth.com [CIVIC PLUS REPLACEMENT]</p>		
<p>Leavenworth Kansas https://www.leavenworthks.org Population: 35,251 Melissa Bower, Public Information Officer 913-680-2610 melissab@firstcity.org</p>		
<p>Wilsonville Oregon http://www.ci.wilsonville.or.us Population: 19,509 Beth Wolf, Systems Analyst 503-570-1513 wolf@ci.wilsonville.or.us [CIVIC PLUS REPLACEMENT]</p>		
<p>Brookhaven Georgia https://www.brookhavenga.gov Population: 52,444 Ann Marie Quill, Communications Manager 404-637-0508 annmarie.quill@brookhavenga.gov [GRANICUS (Vision Internet) REPLACEMENT]</p>		
<p>Monroe Georgia http://www.monroega.com Population: 13,234 Chris Bailey, Central Services Manager (770) 266-5406 CBailey@MonroeGA.gov</p>		
<p>Marco Island Florida https://www.cityofmarcoisland.com/ Population: 16,413 Jordan Turek, CIO, Director of IT 239-205-3434 jturek@cityofmarcoisland.com</p>		

Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We leverage your main CMS and database, which allows us to offer these specialty sub-sites with the same functionality as your main site yet with a completely different look and feel.

<p style="text-align: center;">Airports</p> <p style="text-align: center;"> https://www.cityofprineville.com/airport https://addisontexas.net/airport </p> 	<p style="text-align: center;">Libraries</p> <p style="text-align: center;"> www.woodstockpubliclibrary.org https://www.hendersoncountync.gov/library </p> 
<p style="text-align: center;">Police and Fire</p> <p style="text-align: center;"> www.quincypd.org https://addisontexas.net/police https://www.griffith.in.gov/police </p> 	<p style="text-align: center;">Event Centers / Cultural Centers</p> <p style="text-align: center;"> https://addisontexas.net/actc www.woodstockoperahouse.com www.sherwoodcenterforthearts.org </p> 
<p style="text-align: center;">Golf Courses</p> <p style="text-align: center;"> www.meadowlakesgc.com https://www.cottagegrove.org/golf </p> 	<p style="text-align: center;">Tourism</p> <p style="text-align: center;"> www.gofruita.com https://visitaddison.com/tourism http://www.wrangell.com/visitorservices </p> 
<p style="text-align: center;">Economic Development</p> <p style="text-align: center;"> www.choosewoodstock.com https://addisontexas.net/econ-dev https://www.burnet512.com/ed </p> 	<p style="text-align: center;">Parks & Recreation</p> <p style="text-align: center;"> www.cprdnewberg.org https://www.wilsonvilleparksandrec.com/parksrec https://www.brookhavenga.gov/pcg </p> 

WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ ADA/WCAG 2.1 AA HTML Compliance
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Parks and Trails Directory

Optional Features/Services

- ⊙ Facility Reservations
- ⊙ Business Directory
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Custom Feature Development

POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

Key Project Deliverable

- ★ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ★ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ★ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.
- ★ ONLINE BOOK HOSTING – Published in HTML format
- ★ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⦿ Policy/Amendment drafting tool
- ⦿ Automated code, policy and publication updates
- ⦿ Automated approval and signature workflow
- ⦿ Automated PDF generation for backup/printing
- ⦿ Historical tracking tool
- ⦿ Online training and customer service

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

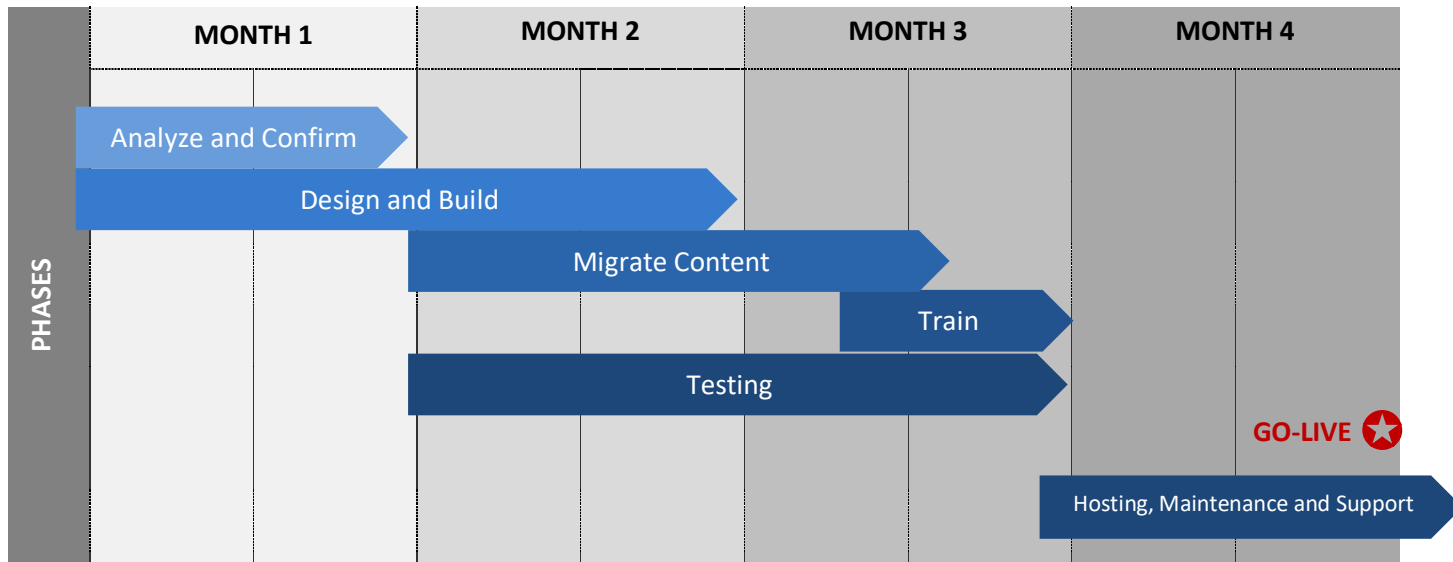
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
<p>Website Assessment:</p> <p>Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.</p>	<ul style="list-style-type: none">① Summary assessment sheet
<p>Organizational Overview Inventory/Survey:</p> <p>Municode will provide an organizational overview document for you to complete as part of this assessment.</p>	<ul style="list-style-type: none">① Organization Survey
<p>Website Design Meeting:</p> <p>Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none">① Website design specification sheet (graphic design and information / navigation design)
Phase 2: Design and Build phase	Deliverables
<p>Design Concept Creation and Approval (Custom Designs):</p> <p>Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.</p>	<ul style="list-style-type: none">① Design concepts① Finalized design (Sketch, Figma, or Photoshop)
<p>Website Setup, Configure, and Customization:</p> <p>Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none">① Functional beta website with approved design① Content migration

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- ⦿ Completing Testing Checklists

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- ⦿ Site acceptance by client

Go Live ★

Deliverables

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticator if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase \$28,500

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** design
- Content migration; up to 1500 pages and 5 years meeting minutes
- Training: on-site 2 day, web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support \$6,000 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs \$34,500

Select Additional Website Options

<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input type="checkbox"/> Policies and Procedures Management	ask for quote

PAYMENT SCHEDULE

Year 1

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.
- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Dalton, Georgia ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered. Payments shall be by electronic funds transfer (EFT).

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT, except as may be required by the Georgia Open Records Act.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Georgia without resort to any jurisdiction's conflicts of law, rules or doctrines.

13. VENDOR. CONSULTANT shall register and remain active as a Vendor of the CLIENT by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

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

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 6/15/20
Agenda Item: Station Roof Replacement-DFD Station One
Department: Fire Department
Requested By: Chief Todd Pangle
Reviewed/Approved by City Attorney? Yes
Cost: \$271,870
Funding Source if Not in Budget CIP

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

The current roof is the original roof installed when the building was constructed in 1990. We currently have several leaks, as well we have had to make several repairs to the roof over the last few years. There has also been damage to the roof during some of previous storms, causing damage to the decking underneath the roof covering. KRH has facilitated the bidding process, and will be overseeing the project according to the agreement with their firm that was approved by Mayor and Council on March 2, 2020.



AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of June in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Dalton
300 West Waugh Street, Dalton, GA 30720

and the Contractor:
(Name, legal status, address and other information)

Porter Roofing Contractors Inc.
2505 E 43rd Street
Chattanooga TN 37407

for the following Project:
(Name, location and detailed description)

Roof Replacement for Dalton Fire Department
404 School St, Dalton, GA 30720
Complete removal and replacement of the metal and low slope roofing

The Architect:
(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Inf.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Inlt.

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: August 28, 2020.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Seventy-One Thousand Eight Hundred Seventy Dollars and Zero Cents (\$ 271870.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Remove and replace decking	25 ea, \$46.00 per sheet for a total of \$1,150
Contingency Allowance	\$30,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Remove and replace 4'x8', 3/4" decking	Ea	\$46.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$250.00 per calendar day for unexcused delay in achieving substantial completion. \$100.00 per calendar day for unexcused delay in achieving final completion

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

Init.

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User Notes:

(3B9ADA3D)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Upon completion of 50% of the work, the Owner may, if the work is on schedule and in full compliance with the contract documents, cease to withhold further retainage.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Int.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

\$0

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Jason Parker, City Administrator 300 West Waugh Street, Dalton, GA 30720
Todd Pangle, Fire Chief 404 School St, Dalton, GA 30720

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Don Franklin - VP

2505 E 43rd Street
Chattanooga TN 37407

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

NA.

.5 Drawings

Number	Title	Date
A1-1	Roof Plan	4/1/20

.6 Specifications

Section	Title	Date	Pages
See Table of Contents			

.7 Addenda, if any:

Number	Date	Pages
1	6/1/20	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Contract Document shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other information provided by the Owner in anticipation of receiving bids or proposals except as specifically excluded herein, and the Contractor's bid or proposal.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

David Pennington, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Eric Cason, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:08:52 ET on 08/10/2020.

PAGE 1

AGREEMENT made as of the Fifteenth day of June in the year Two Thousand Twenty

...

City of Dalton
300 West Waugh Street, Dalton, GA 30720

...

Porter Roofing Contractors Inc.
2505 E 43rd Street
Chattanooga TN 37407

...

Roof Replacement for Dalton Fire Department
404 School St, Dalton, GA 30720
Complete removal and replacement of the metal and low slope roofing

...

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

PAGE 2

The date of this Agreement.

PAGE 3

By the following date: August 28, 2020.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Seventy-One Thousand Eight Hundred Seventy Dollars and Zero Cents (\$ 271870.00), subject to additions and deductions as provided in the Contract Documents.

...

Remove and replace decking 25 ea, \$46.00 per sheet for a total of \$1,150
Contingency Allowance \$30,000.00

...

Remove and replace 4'x8', 3/4" decking Ea \$46.00

...

\$250.00 per calendar day for unexcused delay in achieving substantial completion. \$100.00 per calendar day for unexcused delay in achieving final completion

...

NA

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

10%

...

NA

...

Upon completion of 50% of the work, the Owner may, if the work is on schedule and in full compliance with the contract documents, cease to withhold further retainage.

...

NA

...

1.00 % per annum

PAGE 6

Litigation in a court of competent jurisdiction

...

\$0

...

Jason Parker, City Administrator 300 West Waugh Street, Dalton, GA 30720
Todd Pangle, Fire Chief 404 School St, Dalton, GA 30720

...

Don Franklin - VP
2505 E 43rd Street
Chattanooga TN 37407

PAGE 7

NA.

...

<u>A1-1</u>	<u>Roof Plan</u>	<u>4/1/20</u>
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...

See Table of Contents

...

<u>1</u>	<u>6/1/20</u>	<u>5</u>
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PAGE 8

The Contract Document shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other information provided by the Owner in anticipation of receiving bids or proposals except as specifically excluded herein, and the Contractor's bid or proposal.

...

David Pennington, Mayor

Eric Cason, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:08:52 ET on 06/10/2020 under Order No. 1142373089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6-15-20

Agenda Item: Proposal from AP Triton for Dalton Whitfield Fire Services Study

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$60,265

Funding Source if Not in Budget Jointly Funded with Whitfield County

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

A proposal to study the efficiency of the current delivery of fire services in incorporated Dalton and Unincorporated Whitfield County and offer recommendations.



City of Dalton Whitfield County

Dalton, Georgia



Proposal to conduct a

Cooperative Services Study

Dalton & Whitfield County Fire Departments

June 2020



AP TRITON
VISION • INNOVATION • SOLUTIONS

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Project Understanding & Approach

Understanding of the Project

AP Triton Consulting (Triton) recognizes and understands that the City of Dalton and Whitfield County desire to retain a qualified consulting firm to determine the feasibility of a potential collaborative of the Dalton Fire Department (DFD) and Whitfield County Fire Department (WCFD). Triton will conduct a comprehensive review of the existing fire and emergency services systems in the City of Dalton and Whitfield County to determine if an opportunity exists to combine the resources of both fire departments to serve the entire County, as well as other options for consideration.

AP Triton's Approach

Triton's approach to projects represents our complete understanding of your expectations and our experience in working with fire departments, emergency medical services (EMS) organizations, and other emergency services agencies in a wide variety of communities throughout the United States. Key elements of Triton's methodology include:

- A comprehensive understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well-designed, and practical scope of work (SOW) and workplan that enables substantial input from the key stakeholders, leadership, and other individuals.
- Use of state-of-the-art geographic information systems (GIS), computer modeling and data analysis tools, web-based communications technology, and many other sophisticated tools and technologies.
- Utilization of experienced subject-matter experts in the fire service, EMS, and other related emergency services disciplines, as well as individuals with expertise in GIS and data analysis.
- Commitment to successfully complete our projects and deliverables within the time requested, and in a manner that would meet or exceed expectations.
- High-quality electronic and printed and bound reports with contents and recommendations that are clearly communicated to the client, key stakeholders, and community members.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services.

Project Scope of Work

Cooperative services studies require a comprehensive look into the existing structure and organization of each department to develop an understanding of where efficiencies can be realized. Additionally, a full analysis of existing service demand, response-time performance, and fire station location to determine adherence to national best practice models and guidelines, as well as best practices, will be performed to establish a baseline from which options can be developed for further consideration.

The following represents the Scope of Work (SOW) prepared by Triton based on the requirements of your organization's request for proposal. The various sections and tasks have been developed specifically for this project.

Section One—Project Initiation & Information Acquisition

Task 1-A: Project Initiation

Triton will converse with the management teams of the City of Dalton, County of Whitfield, Dalton Fire Department, and Whitfield County Fire Department that will be involved in the study, or its project liaisons, to develop a complete understanding of each jurisdiction's backgrounds, goals, and expectations for the project.

Triton's Senior Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and DFD and WCFD representatives, determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from both fire departments and any other agencies as necessary. This information is critical and will be used extensively in the analysis and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. The documents and information relevant to this project will include, but not be limited to, the following:

- Local census and demographic data from the City of Dalton and Whitfield County
- Past and current studies and research from each organization
- Historical financial data, budgets, including debt information, long-range financial plans, and projections from each fire-service agency (2015–2019 & current)
- Current assessed values of each jurisdiction, current property tax rates, and all other revenue sources
- Standard Operating Guidelines (SOGs) and service-delivery and deployment practices
- Current service-delivery objectives and targets (if applicable) for each fire agency
- Inventory of each department's fire stations and any training center facilities; including their physical locations
- Inventory of each department's apparatus and vehicles and the fire station to which they are assigned
- Local collective bargaining agreements
- Organizational charts from each fire department
- List of all management positions, administrative support staff positions, operations positions, including ranks and titles (not to include names of individuals)
 - Wages and benefits for each position rank and title (not to include names of individuals)
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data exported to an Excel® format (2015–2019)
 - Incident records to include locations by latitude/longitude (if available) and full address; timestamps to allow for calculation of response times, turnout times, call-processing times; and response-mode to scene
- Computer-Aided Dispatch (CAD) incident records from Whitfield County 911, exported to an Excel® spreadsheet format (2015–2019)
- Local Geographic Information Systems (GIS) data and shapefiles of each department, fire stations, and fire management zones (response zones)
- Any other documents and records necessary for the successful completion of the project

Task I-C: Stakeholder Input & Field Work

The Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders from each of the jurisdictions and fire departments. Some information may be acquired through the use of electronic forms and/or telephone interviews. Individuals will include, but not be limited to:

- Elected and appointed officials from the City of Dalton and Whitfield County
- The DFD and WCFD Fire Chiefs and representatives of their respective command staffs
- Training Officers from DFD and WCFD
- Fire Marshals and representatives responsible for life-safety and public education/prevention programs from both departments
- Individuals responsible for finance and human resources at each organization
- Representative(s) of the local bargaining unit(s)
- Representative of Whitfield County 911
- Select group of firefighters and company officers from each fire department (may be completed through an online survey as well as on-site interviews)
- Any other individuals as may be necessary for the successful completion of this study

Section Two—Baseline Assessment of the Fire Departments

Task 2-A: Fire Departments & System Overview

Triton will provide a basic description of the various services and components of the Dalton Fire Department and Whitfield County Fire Department. This will include, but not be limited to:

- Population data and demographics of each service area
- General description of the fire departments and the various services provided
- Description of the current service-delivery infrastructure (i.e., emergency operations)
- Governance and lines of authority
- Organizational design
- Other system components related to fire protection, EMS, and ground and air emergency medical transport (if applicable), 911/emergency communications, and any other relevant regional programs and agencies

Task 2-B: Management Components

Each fire department's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives.
- Internal assessment of critical issues and future challenges.
- Review of current policies, procedures, and any Standard Operating Guidelines (SOG).
- Internal and external communications processes.

Task 2-C: Staffing & Personnel

Triton will review each fire department's staffing levels and assignments. Areas to be considered include:

- Administration and support staffing levels
- Operational staffing levels
- Staff allocation to various functions and divisions
- Staff scheduling methodology
- Current standard of coverage and staffing performance for incidents
- Operations staff distribution
- Review of each fire department's current wages and benefits of career uniformed (sworn) and operations personnel
- Review and comparison of current labor agreements
- Review of non-uniformed (non-sworn) staff wages and benefits
- Responsibilities and activity levels of personnel
- Review and comparison of job descriptions and current ranks at both fire departments

Task 2-D: Financial Review of the Fire Departments

Triton will review the existing financial status of each of the fire departments to include, but not limited to:

- Sources of recurring and non-recurring revenue, including property taxes
- Existing revenue and projections for the next three to five years
- Cost for existing levels of service and projections for the next three to five years
- Any indirect costs, cost allocations, and contractual obligations
- Review of each fire department's capital facilities and apparatus replacement and improvement plans

Task 2-E: Capital Facilities & Apparatus

This task will entail a review of current major capital assets (facilities and apparatus). This evaluation will include:

Facilities—Tour and make observations in areas critical of current station location and future station considerations. This will entail a cursory review of each facility, rather than an engineering analysis or highly technical inspection of the facilities. Items to be contained in the report include (fire station location issues will be addressed later):

- Design
- Construction
- Safety
- Future viability
- Code compliance
- Staff facilities
- Efficiency

Apparatus/Vehicles—Review and make recommendations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Maintenance
- Distribution and deployment

Task 2-F: Service-Delivery & Performance

Triton will review and make observations in areas specifically involved in, or affecting, service levels and performance of DFD and WCFD. Areas to be reviewed shall include, but not necessarily be limited to:

- **Demand Study**—
 - Analysis of current service-demand by incident type and temporal variation for each individual organization
 - Analysis and Geographic Information System (GIS) display of current service-demand density within the overall study area
- **Distribution Study**—
 - Overview of the current facility and apparatus deployment strategy of each fire agency, analyzed through GIS software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.

- **Concentration Study—**
 - Analysis and GIS display of the response-times necessary to achieve a full effective response force (ERF) arrival in the study area using existing distribution of all fire department resources
 - Analysis of company and staff distribution as related to ERF assembly in the study area
- **Reliability Study—**
 - Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
 - Analysis of call-concurrency and impact on effective response force assembly
- **Performance Summary—**
 - Analysis of actual system response-time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each fire department individually, along with the study area as a whole.
- Mutual and automatic aid systems

Task 2-G: Future Projections

Triton will utilize available historical data to project the following:

- Estimated population growth over the next five years
- Projected service-demand over the next five years

Task II-H: Support Programs

Triton will review any current collaborative processes and methods of the fire departments with the various support programs, to include but not be limited to:

- **Training & Continuing Education**
 - General training competencies
 - Training administration
 - Training facilities
 - Training procedures, manuals, and protocols
 - Training recordkeeping

- **Life-Safety Services (Fire Prevention)**

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and life-safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis

- **Technical Rescue & Special Operations Capabilities**

Evaluate each fire department's capabilities regarding technical rescue incident response and special operations, to include, but not limited to, the following:

- Review of current technical rescue and operations programs and capabilities
- Review of physical and personnel resources
- Review of training and educational compliance
- Review of historical staffing performance regarding technical rescue and special operations responses

- **Emergency Medical Transport**

- Review the current ground emergency medical transport delivery system
- Identify potential opportunities for development of a countywide fire-based EMS transport system
- Identify potential revenue in such a system

Section Three—Strategies for Potential Collaboration

Triton will use the completed baseline assessment of each fire department to identify opportunities and the feasibility of consolidation or cooperative efforts. The Triton Project Team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire-service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information will provide fire department leaders and elected officials with the information necessary to make important decisions regarding emergency services consolidation.

Task III-A: Options for Collaboration

Triton will review the various options for cooperative services, including the advantages and disadvantages of each. The following options will be evaluated and discussed:

- Each fire department remains autonomous (status quo)
- Full legal consolidation of the two fire departments
- Collaborative options (Administrative, Functional, and/Operational Collaboration)
- Any other valid options identified during the study

Task III-B: Recommended Options for Consolidation or Collaboration

The study takes into account the many shared issues that face each of the fire departments, and how such matters affect the effort to construct a consolidated organization for efficient service. Following the comprehensive analysis and review of the options described in Task III-A above, Triton will provide the following:

- Recommended option(s)
- Organizational structure of a consolidated organization, if applicable
- Operations and deployment methods
- Staffing and personnel methods and scheduling
- Any impact on fire station facility locations and staffing capacity
- Organizational identity (new logo, uniforms, patches, and other identifiers)
- Any other issues related to the recommended option(s)

Task III-C: Financial Impact

Triton will identify and evaluate the financial impact of each of the recommended options for DFD and WCFD, to include but not limited to:

- Short-term, mid-term, and long-term financial projections of the recommended option(s)
- Funding and cost-sharing between the two jurisdictions, if necessary

Task III-D: General Findings & Recommendations

During the study, Triton may identify other areas or issues that warrant evaluation and recommendations for improvement. If so, they will be addressed in this section or other areas of the report.

Task III-E: Planning & Implementation

Depending on the recommendations, Triton will develop a step-by-step plan for implementing the consolidation or collaborative processes.

Section Four—Delivery & Presentation of Final Report

Task 5-A: Development & Review of the Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of DFD and WCFD. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report prior to finalization. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element clearly written and presented in sections with explanatory support to ensure an understanding by all readers
- Supportive charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 5-B: Publication of the Final Report

Following a final technical review and approval by DFD, WCFD, and any other representatives, Triton will provide an electronic version (PDF format) of the report, and up to a total of ten (10) printed and bound copies (if desired).

Task 5-C: Presentation of the Final Report

Triton will conduct a final presentation of the report to representatives of the City of Dalton, Whitfield County, DFD, WCFD, and any other individuals or groups as requested.

Estimated Project Timeline & Fee Proposal

Project Completion Timelines

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of the two jurisdictions and AP Triton. The timeline will not begin until Triton has been provided with all information and data necessary for the successful completion of the project. Triton will make every effort to complete the project in less time than anticipated.

Estimated Time to Complete the Project: 5–6 months (150–180 days) or sooner

Project Fee Proposal

AP Triton Consulting presents the following formal cost proposal for the project outlined in the Scope of Work. The fee Triton is proposing to perform this study is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Information Acquisition	\$18,948
Section 2: Baseline Assessment of the Fire Departments	\$25,355
Section 3: Strategies for Potential Consolidation	\$6,045
Section 4: Delivery & Presentation of Final Report	\$9,917
Proposed Project Fee (will not exceed):	\$60,265

Payment Schedule & Invoicing

- First-third payment due upon signing of the contract.
- Second-third due at submission of draft report for technical review.
- Final payment due at completion of the project.
- Additional hours will be billed at a rate of \$135/hour for the Senior Project Manager and \$100/hour for consultants plus any additional travel expenses.

Cost Quotation Information

- Bid quotation is valid for 30 days.
- Triton shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.

AP Triton Consulting, LLC

Contact Information

Triton's headquarters is based in Sacramento, California. Consultants and subject matter experts are located throughout the United States.

- **Address:** 1851 Heritage Lane, Suite 138, Sacramento, CA 95815
- **Phone:** 707-266-4309
- **E-Mail:** khenke@aptriton.com
- **Website:** www.aptriton.com

About AP Triton

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, special events and filming, fire prevention, and Life-Safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, fire department consolidation studies, EMS systems analyses, staffing studies, agency evaluations, fire station location and engineering studies, and other unique fire service and EMS studies.

We have extensive experience in valuing fire protection and EMS delivery systems, as well as accessing both revenue and federal cost-recovery programs, such as GEMT and IGT. Additionally, AP Triton has successfully negotiated public/private partnerships that have resulted in tens of millions of dollars in new revenue for our clients.

Conflict of Interest & Disclosures

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation. Triton is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

Insurance

Certificates of insurance are available upon request.

Litigation

Triton has no past and/or pending litigation or unresolved lawsuits.

Appendix 1: Qualifications of the Project Team

John A. Stouffer

Senior Project Manager



Summary of Qualifications

Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1980, he attended the Paramedic Program at Central Washington University and obtained a position with Yakima (WA) Medic One becoming a field paramedic and the organization's first Training Officer. In 1988, he was offered the position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, Mr. Stouffer has been providing a wide variety of public safety consulting services to clients throughout North America.

Professional Experience

- Western Region Manager, Emergency Services Consulting International (ESCI) (2018–2020)
- Project Manager/Associate Consultant, ESCI
- Technical Advisor/Program Developer, Vision 20/20 & Institution of Fire Engineers
- EMS Research Investigator/Coordinator, Oregon Health & Science University
- EMS Coordinator (Captain), Gresham Fire & Emergency Services
- Senior Consultant, Pacific Northwest Associates, LLC
- Director, Yakima County Department of Emergency Medical Services
- Training Officer/Paramedic, Yakima Medic One
- Firefighter/EMT-Paramedic/Medical Services Officer | Yakima County Fire District #10
- More than 40 years diverse experience in fire and emergency medical services

Educational Background & Certifications

- Central Washington University
- Yakima Valley Community College
- Western Oregon University
- National Fire Academy Incident Command for EMS
- Seattle/King County Resuscitation Academy Fellowship
- Multiple instructor certifications (NFPA I & II, ACLS, PHTLS, WSFST Instructor II, EZ-IO Instructor)
- Numerous advanced-level EMS certifications
- More than 250 hours fire service education, Washington State Fire Service Training

Associated Professional Accomplishments

- Project Manager and consultant on a number of fire and EMS projects around the U.S. and Canada
- Co-authored and published a number of international prehospital studies (available on request)
- Authored two guides on Community Risk Reduction for Vision 20/20 (available on request)
- Project Co-Director, King LT Airway Implementation Project for Multnomah County (OR)
- Author, Phases I & II of the Yakima County EMS Master Plan
- Earned fourteen professional awards during his career (available on request)

Note: This is a brief summary of Mr. Stouffer's CV. A complete version can be made available on request.

Jeff Piechura

Associate Consultant



Summary of Qualifications

Experience in strong administrative, management, and leadership analysis skills to AP Triton, with strength in organizational development, operations, IT, finance, human resource management, emergent and non-emergent medical services, emergency management, and strategic planning. Specific experience and expertise related to the governance and operation of fire districts. Working in a team environment requiring strong collaboration and communication skills. Critical thinking and problem solving are strengths.

Professional Development & Education

- Fire District and municipal fire department administration, management, strategic planning. IT planning and development, personnel development, data collection and performance management, assessment, and accreditation.
- Municipal fire administration, assessment, personnel development, strategic planning, transforming systems and services, data collection and performance management
- Master's Degree, Arizona State University
- Bachelor's Degree, Arizona State University

Experience

- Consultant, Emergency Services Consulting International
- Executive Management Advisor to the City Manager, City of Tucson
- Assistant Chief, Sedona Fire District, Arizona
- Fire Chief, City of Stockton, California
- Fire Chief, Northwest Fire District, Arizona

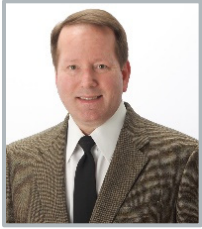
Associated Professional Accomplishments

- Past President of the Arizona Fire Chiefs Association
- Past Chairman of the Arizona Fire Services Institute
- Past Board Member Center for Public Safety Excellence
- Arizona Fire Service Inductee to the Hall of Flame

Note: This is a brief summary of Mr. Piechura's CV. A complete version can be made available on request.

James E. Syring

Associate Consultant



Summary of Qualifications

James Syring has served with Clackamas County Fire District #1 in Clackamas, Oregon for 30 years, retiring as Deputy Fire Chief in 2015. He is now an elected Board of Director for Clackamas Fire and was recently re-elected for a second term. James progressed through the ranks from Volunteer Firefighter to Chief Officer and has an extensive educational and fire service background including time served as a peer assessor for the Commission on Fire Accreditation International (CFAI).

Chief Syring brings strong administrative and management skills to ESCI, cultivated by strong education and experience, with strength in organizational development, human resources management, and expertise in legal integration opportunities and methods. Chief Syring has helped facilitate, support, and execute numerous consolidations & mergers that resulted in eleven separate Fire Departments in Clackamas County legally integrating into One and contracting for services.

Educational Background

- Fire Service Administrator's Institute, Eastern Oregon University, LaGrande, OR
- Fire Service Advanced Administrator's Institute, Eastern Oregon University, La Grande, OR
- Portland Community College, Associates of Fire Science, Portland, OR
- Eastern Oregon University, Bachelors of Science, Fire Administration, LaGrande, OR
- National Registered EMT – EMT Basic, 1983 – Current
- National Fire Academy (NFA), Executive Fire Officer Graduate, Emmitsburg, MD

Professional Experience

- 36 continuous years of diverse experience in fire and emergency medical services
- Deputy Fire Chief and EMT Basic, Clackamas County Fire District #1, Oregon
- Accreditation Peer Assessor, Commission on Fire Accreditation International (CFAI), Virginia
- Accreditation Program Manager, Clackamas County Fire District #1, Oregon
- National Fire Protection Association, Certified Fire Officer IV, Fire Protection Executive, and Fire Protection Administrator.

Relevant Experience

- Active Member, Oregon Fire Chiefs Association, 2004 – 2015
- Active Member, North Clackamas County Chamber of Commerce, 2006-Present
- Chair, Boring Fire-Clackamas Fire Volunteer Program Consolidation Project, 2012
- Board of Director, Clackamas County Fire District #1, 2015-Present
- Committee Member, Interagency Committee, Clackamas County Fire District #1
- Citizen's Advisory Committee, Happy Valley Comp Plan Citizen's Advisory Committee

Associated Professional Accomplishments

- Extensive experience in facilitating, supporting, and executing numerous fire department legal integration processes in Clackamas County over a 30-year time frame.
- Implemented a regionally recognized Volunteer Firefighter Compensation program.
- Authored NFA Applied Research papers on Succession Planning, Developing Pandemic Plans, Improving Community Risk Assessments, and Volunteer Compensation.

Note: This is a brief summary of Mr. Syring's Qualifications. A complete version can be made available on request

James Angle MBA, B.S., EFO, CFO, MIFireE

Associate Consultant



Summary of Qualifications

Experience in Data Collection and Analysis, evaluation of processes, planning skills, presentation skills, very familiar with computers and software for publishing and data analysis, research and evaluation of applicable standards regulations and best practices as they apply to organizational programs. Specific experience and expertise related to the governance and operation of special fire districts. Working in a team environment requiring strong collaboration and communication skills. Critical thinking

and problem solving are strengths.

Educational Background & Certifications

- Master's Degree in Business Administration - Nova University
- Bachelor of Science Degree in Fire Science and Safety Engineering – University of Cincinnati
- Executive Fire Officer
- Chief Fire Officer Designate
- Institute of Fire Engineers, US Branch – Member Grade

Professional Experience

- Fire Commissioner - Palm Harbor Special Fire Control and Rescue District
- Program Director (Retired) - St. Petersburg College, Fire and Public Safety Training Center
- Fire Chief (Retired) - Palm Harbor Special Fire Control and Rescue District
- Battalion Fire Chief - South Trail Special Fire Control and Rescue District
- Fire Department Training/Safety Officer - South Trail Special Fire Control and Rescue District

Associated Professional Accomplishments

- Author - Occupational Safety and Health in the Emergency Services 4th Edition Textbook, Jones and Bartlett Publishers
- Co-Author – Firefighting Strategies and Tactics 3rd Edition Textbook, Jones and Bartlett Publishers
- Served as President and as the Executive Director of the Florida Association of Special Districts
- Florida Fire Chief's Fire Chief of the Year 2010
- Palm Harbor Chamber's Palm Harbor Citizen of the Year 2012
- Awarded the Paul Harris Fellow by the Palm Harbor Rotary

Note: Mr. Angle's complete CV is available upon request

Eric A. Schmidt

Technical Consultant



Summary of Qualifications

Eric Schmidt has nearly thirty years' experience in mapping and geospatial technologies in both the private and public sectors. Over the last ten years he has been engaged full-time in local government where he has gained substantial experience in enterprise GIS, Emergency Management, and Public Safety. He has gained substantial experience in supporting both unified command and incident management teams for wildland fires and other regional events.

Mr. Schmidt has a strong vision for integrating GIS technologies into daily workflows and for building a GIS-centric approach to large and small organizations. During his career he has been a part of the geospatial world's evolution from paper maps to the Web, and now to hand-held mobile devices. He still approaches each day with enthusiasm and excitement as to what the future holds for GIS.

Professional Development & Education

- Bachelor of Arts, University of Tennessee, Knoxville, TN, 1991
- Master of Arts, Appalachian State University, Boone, NC, 2001
- Public Leadership Certificate, University of Nevada, Reno, NV 2013

Licensure & Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute
- GIS Surveyor License (In Renewal), South Carolina Board of Professional Engineers & Land Surveyors

Experience

- Managing Partner, EM GIS Partners, LLC., Highland, FL, 2015 - Present
- GIS Coordinator, Franklin County, VA, 2018 - Present
- GIS Supervisor, Douglas County, NV, 2010 – 2018
- Director of Technology, Site Tech Systems, LLC, Murrells Inlet, SC, 2002 – 2009
- GIS Analyst, Sky Aviation, Georgetown, SC, 2000 – 2002
- Departmental Supervisor, University of Tennessee, 1992 - 1997

Associated Professional Accomplishments

- Nevada Geographic Information Society, Board of Directors '12-'18, Vice President '13-'16
- Member of the Southwest Virginia (Region VI) Incident Management Team (Type III)
- Support Services Volunteer, Midway Fire-Rescue, Pawleys Island, SC, 2005 - 2010

Note: This is a brief summary of Mr. Schmidt's CV. A complete version can be made available on request.

John Spencer

Associate Consultant



Summary of Experience

John Spencer worked his way up the city administration ranks from Purchasing Clerk to City Administrator. His service began with the City of University Place, Washington in 1999 where he honed his finance skills, moved to the City of Vancouver in 2004, Washington where he worked as a Management Analyst, and ended as City Administrator in North Bonneville, Washington in 2009. John left North Bonneville in 2013 to begin free-lance consulting. As a consultant he continued serving North Bonneville for several years writing budgets and planning documents, and branched into serving small businesses by writing business plans and performing financial analyses. Today he continues consulting while also serving as an elected commissioner for the Port of Camas-Washougal.

For kicks John enjoys flying his 1994 Piper Saratoga airplane, jogging, and messing around on his family's farm in Washougal, Washington.

Mr. Spencer brings strong administrative and financial skills to ESCI, cultivated by strong education and experience, with particular strengths in budgeting, financial analysis, and program planning. He holds a bachelor's degree from Lewis & Clark College, a legal assistant certificate, and a MPA from Syracuse University, Maxwell School.

Educational Background

- Bachelor of Arts, International Affairs, Lewis & Clark College, Portland, OR, 1994
- Legal Assistant Certificate, College of Legal Arts, Portland, OR, 1995
- Master of Public Administration, Syracuse University - Maxwell School, Syracuse, NY, 1999
- Basic Economic Development, Economic Development Council, Wenatchee, WA 2017

Professional Experience

- Associate Consultant, Emergency Services Consulting International
- Freelance Consultant, Pulse Consulting
- City Administrator, North Bonneville, Washington
- Policy/Management Analyst, City of Vancouver, Washington
- Senior Management Analyst, City of University Place, Washington
- 18 years of diverse finance and administration experience in cities and special purpose districts

Associated Professional Experience

- Elected Port Commissioner, Port of Camas-Washougal
- Parks Advisory Board, Clark County Parks Department
- Various Committees, Camas, and Peninsula School Districts

Other

- Rotary Club of Camas-Washougal
- Angel Flight volunteer

Note: This is a brief summary of Mr. Spencer's CV. A complete version can be made available on request

Appendix 2: AP Triton Clients & Experience

The following is a partial list of Triton's current and former clients. An expanded list can be provided if requested.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department
- Alameda County Fire Protection District
- Alaska Fire Chiefs Association
- Albany Fire Department
- Anaheim Fire and Rescue
- Berkeley Fire Department
- Bethel Fire Department (AK)
- Big Indie Bliss, Inc. (NY)
- Bodega Bay Fire Department
- Brea Fire Department
- California Fire Chiefs Association
- California Metro Chiefs Association
- Carlsbad Fire Department
- Carroll County Ambulance District (MO)
- Central Jackson County FPD(MO)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department
- Chula Vista Fire Department
- Central Kitsap Fire and Rescue (WA)
- City of Colton/Loma Linda FD
- Contra Costa County FPD
- City of Costa Mesa Fire Department
- Cosumnes Fire Department
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department
- Dixon Fire Department
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department
- Exeter District Ambulance
- Eugene/Springfield Fire Department (OR)
- Fairfield Fire Department
- Fort Myers Fire Department (Florida)
- Fountain Valley Fire Department
- City of Fresno Fire Department
- Fullerton Fire Department
- Eureka Fire Protection District (MO)
- Fairfield Fire Department
- Fort Myers Fire Department (FL)
- Fountain Valley Fire Department
- City of Fresno Fire Department
- Fullerton Fire Department
- Gig Harbor/Pierce FD #5 (WA)
- Grand River Regional Ambulance (MO)
- Gray's Harbor #4/L. Quinault VFD (WA)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association
- Hermosa Beach Fire Department
- Huntington Beach Fire Department
- Idaho Fire Chiefs Association
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department
- Lake Ozark FPD (MO)
- Lincoln Fire & Rescue (NE)
- Milwaukee Fire Department (WI)
- Sonoma County Fire Chiefs Association
- Sonoma County Fire District
- Sonoma Valley Fire Department
- Stockton Fire Department
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority
- Umatilla Fire Department
- Utah Fire Chiefs Association
- Vacaville Fire Department
- Valley Center Fire Protection District
- Ventura County Fire Department
- Washington Fire Chiefs Association
- Watsonville Fire Department

The following is a partial list of projects in which the members of the Project Team for this study have served as the Project Manager or participated in. Our team has conducted dozens of studies throughout the U.S. and Canada.

Project Description	Organization
• Community Risk Assessment-Standards of Cover:	Idaho Falls Fire Department (ID)
• Consolidation Feasibility Study & Service Review:	Central and Aptos FPDs (CA)
• Fire Departments Consolidation Study:	Multiple departments (MO)
• Community Risk Assessment-Standards of Cover:	Santa Maria (CA)
• Fire District Consolidation Study:	South Beach FD (WA)
• Fire Department Staffing Needs Assessment:	Santa Rosa (CA)
• Operational Analysis:	Strathcona Fire (Canada)
• Community Risk Assessment-Standards of Cover:	Salinas (CA)
• EMS System Analysis:	Summit County Fire Agencies (CO)
• Regional Fire Service Study:	Pinole (CA)
• Fire Department Master Plan	Wasatch County Fire (UT)
• Standards of Coverage & Deployment Plan:	Tahoe Douglas FPD (NV)
• Organizational Assessment:	Yreka Fire Department (CA)
• Alternative Governance Model Feasibility North:	North Tahoe & Meeks Bay FPDs (CA)
• EMS Integration Study:	Henry & Jefferson Counties (IA)
• Succession Management Report:	Cosumnes Fire Department (CA)
• Fire Protection & Life-Safety Feasibility Study:	San Benito County (CA)
• Community Risk Assessment/Standards of Cover:	Menlo Park FPD (CA)
• Fire Department Master Plan:	North Whatcom Fire & Rescue (WA)
• Fire Departments Consolidation Study:	Walla Walla Fire Agencies (WA)

Appendix 3: References & Projects

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

Contra Costa County Fire Protection District (California)			
Project Title & Description: Ambulance Service Feasibility Study			
AP Triton conducted a fire-based Ambulance Feasibility Study for the Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. Since implementation of the public-private partnership, which was the chosen recommendation of the study, Contra Costa County FPD now turns a \$10 million profit annually and has amassed a reserve of \$28.6 million, all while improving response time compliance to 96% across all response zones.			
Contact Name/Title:	Lewis Broschard, Fire Chief	Year:	2018
Client Phone:	925.941.3300		
Client E-Mail:	Lewis.broschard@cccfd.org		

San Bernardino County Fire Protection District (California)			
Project Title & Description: EMS Valuation / Assessment Study			
AP Triton Consulting conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.			
Contact Name/Title:	Mark Hartwig, Fire Chief	Year:	2019
Client Phone:	805.681.5501		
Client E-Mail:	Mark.Hartwig@sbcfire.com		

California Fire Chiefs Association (California)			
Project Title & Description: Project Management			
AP Triton serves as Project Manager for legal issues, such as 201 rights, anti-trust, and underground regulations, and as Lead Negotiator on all GEMT and IGT programs with the California Health & Human Services and Center for Medicaid Services.			
Contact Name/Title:	Tracey Hansen, Executive Director	Year:	Ongoing
Client Phone:	916.799.9160		
Client E-Mail:	traceyhansen@calchiefs.org		



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/15/2020

Agenda Item: Ratification of Change Order 001 - Richards and Associates Engineering, Inc. for Covie Drive Site Design Services

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$1,500

Funding Source if Not in Budget 2015 SPLOST - Stormwater Category - SP158

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

This serves as ratification of change order 001 to the contract approved by City Council on May 18, 2020 with Richards and Associates Engineering, Inc. for site design services on Covie Drive.

The Site Design Services Proposal for the City of Dalton from Richards and Associates Engineering, Inc., dated May 14, 2020, is to be increased in the amount of \$1,500 to cover the cost of additional Errors and Omissions insurance coverage for this project. The vendor is an active City of Dalton vendor, but only has \$250,000 coverage. This amount must be increased to \$1,000,000 to meet the current City of Dalton Purchasing Policy.

The total contract amount was originally \$9,600 and is now increased to \$11,100.



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: Covie Drive
Site Design Services Proposal

CONTRACTOR: Richards and Associates Engineering, Inc.

The Site Design Services Proposal for the City of Dalton from Richards and Associates Engineering, Inc., dated May 14, 2020, is to be increased in the amount of \$1,500 to cover the cost of additional Errors and Omissions insurance coverage for this project. The vendor is an active City of Dalton vendor, but only has \$250,000 coverage. This amount must be increased to \$1,000,000 to meet the City of Dalton Purchasing Policy.

Mayor and Council Approval Date: May 18, 2020

BY:

Megan Elliott
Project Engineer

Agreed to by:

Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

Date: _____



Richards & Associates Engineering, Inc.
PO Box 220
Chatsworth, GA 30705
(706) 695-0661

May 14, 2020

Mr. Andrew Parker
Public Works Department
Dalton, GA

Re: Proposal for Site Design Services
Covie Drive
Dalton, GA

01 Topographic Survey \$3,100

Richards & Associates Engineering, Inc. (RAE) will contract with Lewis & Associates Land Surveying (LALS) to provide a topographic survey of the subject area to include lots on Covie Drive and a portion of lots on Winton Drive. LALS will also provide the asbuilt survey of the pond after construction.

02 Site Design \$6,500

Richards & Associates Engineering, Inc. (RAE) will use the topographic survey to design and prepare construction drawings for a regional detention pond to mitigate storm events for downstream properties. This will include a Grading and Drainage Plan, Erosion Control Design, and construction details.

We will design the detention pond as a “best fit” to maximize the mitigation using the available area on the lots on Covie Drive. The pond will be designed for peak flow attenuation only and will not include water quality or meet the requirements of the current city stormwater ordinance.

We will prepare an Erosion, Sedimentation and Pollution Control Plan as required by The City of Dalton per the Manual for Erosion and Sediment Control in Georgia and per the requirements of the National Pollution Discharge Elimination System (NPDES), Georgia permit GAR 100001 for Stand-Alone Projects. We will assist with submittal of the Notice Of Intent (NOI) to the Georgia Environmental Protection Division.

RAE will provide the required stormwater management pond as-built survey and certification.

We will visit the site two (2) times during construction; one time for the required Seven-Day inspection, and once for the pond certification. All other requested visits will be billed hourly per the attached fee schedule.

Richards & Associates Engineering, Inc.
Proposal for Site Design Services
Covie Drive
Dalton, GA

The following are excluded from this contract:

- Wetland investigation
- Geotechnical investigation
- Phase 1 ESA
- Permitting/review fees
- Structural design
- Construction staking
- Plan copies

If you find this proposal acceptable, please sign the bottom of the first sheet and return a copy of it to our office along with the required retainer.

Accepted by: _____

Client: _____ Date: _____

Client agrees to the Standard Terms and Conditions set forth on the attached sheet.

Richards & Associates Engineering, Inc.
Proposal for Site Design Services
Covie Drive
Dalton, GA

3

STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Owner shall sign where indicated or respond to Richards & Associates Engineering, Inc. (RAE) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Owner and RAE.
- RAE maintains Professional Liability and General Liability insurance for work performed by RAE only. Client/Owner agrees to hold any claim against RAE to a maximum of \$25,000 or the contract amount, whichever is less. Client/Owner agrees to Hold Harmless RAE for services provided by subcontractors.
- Owner agrees to indemnify and hold harmless individual employees, officers or directors of RAE against claims associated with this project. Owner agrees that any claim shall be directed and/or asserted against RAE and not against any or RAE's employees, officers or directors.
- Due to the nature of the project and unforeseen subsurface conditions, Client/Owner agrees to Hold Harmless RAE and its subcontractors for engineering design related issues presented during construction as a result of unforeseen conditions. RAE and its subcontractors will work with Client/Owner and the contractor to rectify any problem presented during construction within the original scope of work. Issues presented during construction that fall outside the original scope of work will be billed at an hourly rate.
- RAE will complete the work as described in the contract in a timely manner unless delayed. Delays may include stopping work at the Client/Owner's request, lack of information, design changes or other factors beyond the control of RAE.
- The Owner, by signing this contract, assures that RAE and its subcontractors have permission to work on the subject property and have the right to access the property. RAE may access the property to investigate and gather information pertinent to the design. RAE may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities or structures.
- Owner shall furnish all relevant information concerning the site to RAE. This includes plats, reports, restrictive covenants, etc...
- RAE agrees to provide engineering services under the direction of the Client/Owner. RAE will provide Construction Documents based on sound, industry standard engineering practice for use by the Client/Owner. RAE does not guarantee that the design will be permitted by the local, state or federal agencies that may review the documents. Owner is responsible for obtaining all permits required prior to commencing construction operations.
- At the request of the Client/Owner, RAE may show improvements on adjacent property or within proposed easements or on property not currently held by the Owner. The Client/Owner is responsible for ensuring that all construction occurs on real estate or legal easements held by the Owner.
- RAE will produce the original plots, signed and sealed to remain at the office of RAE. All paper copies will be provided via Dalton Print Shop for \$3.00 each. PDF copies will be provided at no cost.
- All documents prepared by RAE will remain the property of RAE and may not be copied, reproduced or distributed without the express written consent of RAE.
- RAE will invoice Reimbursable Expenses to the Owner with a 10% markup. Reimbursable Expenses include any out-of-pocket expenses incurred by RAE on behalf of the Owner, such as, but not limited to the following: mileage, shipping fees, etc...
- The Client/Owner shall furnish RAE with any specialized billing procedures. RAE will invoice per the invoice schedule set forth in the contract.
- Payment is due immediately upon receipt of the invoice. After 30 days, the Client/Owner agrees to pay 1.5% late fee per month on unpaid balances.
- Failure to pay within 45 days from the date of the invoice will be considered by RAE to be a breach of contract and RAE may cease work and hold all work without penalty from the Client/Owner.

STANDARD FEE SCHEDULE

<u>Position</u>	<u>Hourly fee</u>
Professional Engineer	\$150
CAD Draftsman	\$90
Clerical	\$50
Survey Crew	\$150
Professional Surveyor	\$150

<u>Reimbursable expense</u>	<u>Rate</u>
Mileage	\$0.60/mi
Shipping	cost + 10%
Other expenses	cost + 10%



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/15/2020

Agenda Item: First Reading -- City of Dalton Ordinance No. 20-10 - Article II "Collection" of Chapter 94 "Solid Waste"

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Based on ongoing discussions with the Public Works Committee, the City Council Work Session on 05/27/2020, and feedback from the community, the City Attorney & Public Works Director have prepared a revised ordinance pertaining to the City's refuse collection program.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-10

An Ordinance Of The City Of Dalton To Repeal Article II “Collection” Of Chapter 94 “Solid Waste” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton In Its Entirety And To Substitute In lieu Thereof Article II “Collection” Of Chapter 94 “Solid Waste” As Provided Herein; To Provide For The Collection Of Garbage, Refuse, Recyclable Materials And Yard Trimmings; To Provide For A System Of Fees And Fines For The Violation Of Said Chapter; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Article II “Collection” of Chapter 94 “Solid Waste” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the City desires to revise and amend Article II “Collection” of Chapter 94 “Solid Waste” to provide clarity and the orderly collection of garbage, refuse, recyclable materials and yard trimmings;

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

-1-

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

-2-

Article II “Collection” of Chapter 94 “Solid Waste” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby repealed in its entirety. Article II “Collection” of Chapter 94 “Solid Waste” is hereby adopted and shall read as follows:

ARTICLE II. - COLLECTION

DIVISION 1. – GENERALLY

Sec. 94-25. – City responsible for sanitation services generally.

- (a) Solid waste shall be defined as: any discarded waste, except water-carried body waste and recovered materials and shall include garbage, rubbish, refuse, cartons, boxes, wood, tree branches, yard trimmings, furniture,

appliances, metal, tin cans, glass, crockery, or dunnage; ashes; street refuse; dead animals; animal manures; electronic waste; residue from incineration; food processing waste; and any other waste material in a solid, semi-solid, or liquid state not otherwise defined. Solid waste shall not include medical waste, hazardous waste, or construction and demolition debris.

- (b) Solid waste generated by or accumulated from single-family dwellings, individually owned condominiums and townhomes, and multi-family dwellings which are triplex or less in the City shall be collected, conveyed, and disposed of by the Public Works Department, its designated agents, or contract representatives.
- (c) All solid waste generated or accumulated by commercial activity or businesses in the City shall be collected, conveyed, and disposed of by a private hauler properly permitted by applicable local, State, or Federal agencies.
- (d) The City shall collect garbage, refuse, recyclables, and yard trimmings in accordance with a schedule established from time to time by the City and kept on file by the Public Works Department.
- (e) No person shall haul, convey or transport in any manner garbage, refuse, yard trimmings, junk or solid waste matter in any form over and along the streets and other public places upon any motor vehicle, trailer or other mode of transportation without having such garbage, refuse, yard trimmings, junk or solid waste matter tightly covered with a canvas tarpaulin, or other equally suitable material, to prevent littering the streets or other public places of the City. Transportation of baled or containerized solid waste matter is exempted from this provision.
- (f) Any motor vehicle, trailer or other mode of transportation used for hauling solid waste shall comply with all local, State, and Federal laws.
- (g) Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7 of the Code. The Director of Public Works and the Chief of Police, or their respective designee, are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.

Sec. 94-26. - Use of City garbage and recycling containers; penalty.

- (a) *Generally.* No person within the City shall throw or dispose of any paper, trash, fruit, fruit peelings, food scraps or any other garbage or refuse of any kind on the streets, sidewalks, or other public roads or public places nor shall any of such things be left open and exposed on the premises of any person. Except as provided in section 94-29 and subsection (d) herein, all such garbage must be placed in a garbage container provided by the City to be disposed of as provided in this section.
- (b) *Ownership.* Such garbage and recycling containers are and shall remain the property of the City. It shall be unlawful to remove any such garbage or recycling container from the address to which it is assigned without the written permission of the Director of Public Works. It shall be unlawful for the owner of the property to which any such garbage or recycling container is assigned to allow such garbage or recycling container to remain on the curbside later than midnight on the day of collection or to deposit such garbage or recycling container on the curbside of the property earlier than 5:00 p.m. of the day immediately preceding the next scheduled pickup. The garbage and recycling container shall be stored by the property owner when not on the curbside in such a manner that it is not visible from the curbside of the property.
- (c) *Preparation and use.* All garbage shall be placed in plastic bags. Plastic bags shall be securely tied at the top. Garbage placed in the plastic bag must not exceed the capacity of the bag causing it to tear open. All garbage must be stored in City issued garbage containers with a properly fitted lid that is to remain closed except for filling, emptying, or cleaning.
- (h) *Amount.* The amount of garbage to be collected shall not exceed ninety-five (95) gallons per collection.

- (i) *Schedule.* Curbside garbage and recycling collection shall be provided by the City on a once weekly basis on a date and time as determined by the Director of Public Works.
- (j) *Penalty.* Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7 of the Code. The Director of Public Works and the Chief of Police or their respective designee are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.
- (k) *For the purposes of this section, only household garbage shall be placed in such garbage container.* Any recyclable commodity (i.e., type I and II plastics, aluminum cans, bimetal cans, newspaper with inserts, magazines, junk mail, cereal and shoe boxes, computer paper, writing paper, tissue tubes) shall not be placed in such garbage container but shall be placed for disposal in the curbside recycling program container.
- (l) *Limitation on use of City garbage containers in the downtown business district.* The City garbage containers located on the sidewalks within the downtown business district (as defined in section 10-101 of the Code) shall be for use by pedestrian traffic only. It shall be unlawful for a merchant located within the downtown business district to deposit garbage or other refuse generated by the merchant's business into City garbage containers located on the sidewalks within the downtown business district.
- (m) *Excessive or unbagged garbage.* It shall be a violation of this section to place excessive garbage in the container that prevents the lid from closing, garbage on top of the container, unbagged garbage in the container, or garbage outside of the container.
- (n) *Disposable needles and medical waste.* Any person that uses disposable needles shall be required to dispose of said needles in containers that are rigid, puncture-resistant and leak-proof, and which are taped closed or tightly lidded to completely contain the contents therein and prevent any spillage. Said containers and any other medical waste generated at residential dwellings identified in section 94-25(b) shall be placed in the City issued garbage containers.

Sec. 94-27. - Recyclable materials.

- (a) *Definition.* For purposes of this section, the term "recyclable materials" is defined as follows: Recyclable materials shall include newspapers, cardboard, aluminum containers, bimetal containers, plastic containers, plastic milk jugs and plastic two-liter bottles and such other materials determined by the Director of Public Works. Glass shall not be deemed recyclable material for the purposes of this section.
- (b) *Placement.* Recyclable materials shall be placed on the curbside in a specially designated bin as directed by the Director of Public Works.
- (c) *Removal without consent.* No person shall remove any recyclable material or the bin in which it is placed without the consent of the Director of Public Works.
- (d) *Penalty.* Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7. The Director of Public Works and the Chief of Police, or their designees, are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.

Sec. 94-28. – Collection of yard trimmings

- (a) *Definition.* The term “yard trimmings” is defined as follows: Yard trimmings shall consist of inert items generated from routine yard maintenance including grass trimmings, small shrubbery trimmings, leaves, pine needles, and sticks, branches and small tree limbs.

- (b) *Collected Items:* The Public Works Department shall collect items of yard trimmings upon the following conditions:
- (1) Yard trimmings shall be collected from residential property wholly within the corporate limits.
 - (2) Yard trimmings shall be generated wholly by the residential property owner or his lessee.
 - (3) Yard trimmings shall be placed upon the residential property immediately behind the sidewalk, or if there is no sidewalk, immediately behind the curb or off the pavement and shall not be placed upon any City street, sidewalk, alley, or right-of-way and shall not be located as to impede or obstruct or divert either pedestrian or vehicular traffic or the flow of surface water or block drains.
 - (4) The maximum volume per collection pickup is four (4) cubic yards (about the size of a two standard refrigerators) without being charged additional fees as determined by the Director of Public Works.
 - (5) Yard trimmings shall be recycled as mulch by the City and shall be separated from other garbage or refuse by the owner or lessee.
 - (6) Individual yard trimmings shall not exceed eight (8) feet in length or one hundred (100) pounds in weight.
 - (7) Sticks, branches and tree limbs shall be neatly stacked such that the butt ends are parallel to the street.
 - (8) Yard trimmings shall not be placed over or next to fixed objects such as fire hydrants, telephone or electrical boxes, mailboxes, water meters, or any other object that may be damaged by equipment or personnel picking up said items.
 - (9) The City of Dalton shall not be responsible for repairing, replacing, or payment of items that are removed or damaged by the City as a result of being placed curbside in such a manner that it appears that the items are intended for removal by the City or are not visible due to being mixed with yard trimmings.
 - (10) Leaves shall be placed in neat piles or bagged. In no event shall they be placed in gutters or drainage ditches. Leaf piles shall not contain any other garbage, refuse, junk or other debris such as rocks, bricks, or concrete.
 - (11) The City shall not collect yard trimmings generated from commercial activity (including but not limited to mowing contractors, commercial tree trimmers, commercial landscapers, grading contractors, and building contractors). Any person receiving compensation for landscaping or yard work shall be responsible for hauling off the yard trimmings generated by the commercial activity and disposing of them in accordance with applicable local, State and Federal laws.
 - (12) The City shall not collect dirt, brush, stumps, tree trunks, limbs, and rocks which result from ground clearing or grading, including but not limited to, all items generated from the use of heavy equipment and machinery.
 - (13) No person shall place out for collection any yard trimmings in violation of this section.
- (c) *Schedule.* Yard trimmings shall be collected on an alternating weekly schedule as follows:
- (1) One week on the north section of the City.
 - (2) The following week on the south section of the City.
 - (3) The dividing line between the north section and south section of the City is Waugh Street from the east City limit to Thornton Avenue, south on Thornton Avenue to Emery Street, west on Emery Street to Tibbs Road, south on Tibbs Road to Walnut Avenue, west on Walnut Avenue to Dug Gap Mountain Battle Road at the top of the mountain.
- (d) *Penalty.* Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7. The Director of Public Works and the Chief of Police, or their designees, are authorized and

directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.

Sec. 94-29. - Collection of refuse from residential property.

- (a) *Definition.* The term "refuse" is defined as follows: discarded items that have not been bagged or containerized and/or shall not fit into the City provided garbage container, are not yard trimmings, and are not prohibited items according to section 94-29(c).
- (b) *Collected items.* The Public Works Department shall collect items of refuse upon the following conditions:
 - (1) Refuse shall be collected from residential property wholly within the corporate limits.
 - (2) The refuse shall be generated wholly by the residential property owner, lessee or tenant.
 - (3) The maximum volume per collection pickup is two (2) cubic yards (about the size of a standard refrigerator) without being charged additional fees as determined by the Director of Public Works.
 - (4) Refuse shall not be placed over or next to fixed objects such as fire hydrants, telephone or electrical boxes, mailboxes, water meters, or any other object that may be damaged by equipment or personnel picking up said items.
 - (5) The City of Dalton shall not be responsible for repairing, replacing, or payment of items that are removed or damaged by the City as a result of being placed curbside in such a manner that it appears that the items are intended for removal by the City or are not visible due to being mixed with refuse.
 - (6) The following shall apply to solid waste originating from the property of a landlord cleaning up between tenants:
 - (i.) Following an eviction, all solid waste and any personal property of the tenant shall be placed on some portion of the landlord and/or owner's residential property immediately behind the sidewalk, or if there is no sidewalk, immediately behind the curb or off the pavement and shall not be placed upon any City street, sidewalk, alley, or right-of-way and shall not be located as to impede or obstruct or divert either pedestrian or vehicular traffic or the flow of surface water or block drains.
 - (ii.) After an execution of a writ of possession, all solid waste and any personal property of the tenant shall be regarded as abandoned. Such items placed adjacent to the City right-of-way on the landlord and/or owner's property shall be removed within twenty-four (24) hours of the physical eviction by the landlord or property owner. If the property is not removed within twenty-four (24) hours, the property owner and landlord shall be deemed in violation of this Code.
 - (7) The City shall not be responsible for collection and disposal of refuse resulting from major cleanups of residential property, including but not limited to, clean out of basements, attics, storage areas or from move-ins or move-outs of residential property.
- (c) *Advanced authorization.* Refuse shall not be placed at the curbside for collection by the City until the resident has requested and received authorization from the Public Works Department in advance. The resident shall place the refuse out for collection on the date authorized.
- (d) *Items permitted for collection:*
 - 1. Household furniture including couches, love seats, recliners, tables, chairs, coffee tables, headboards, nightstands.
 - 2. Mattresses, box springs, beds, and bedding materials.
 - 3. White Goods including discarded household appliances such as stoves, refrigerators with the doors removed, washing machines, clothes dryers, microwaves, dishwashers, and water heaters.
 - 4. Electronic waste such as computers, monitors, televisions, game consoles, and stereos.
 - 5. Paint and paint-related products which must be treated with an absorbent material, such as sawdust, prior to collection and shall be separated from other refuse.

6. Bicycles, weed trimmers, push mowers (non-riding mowers), metal swing sets, basketball goals, children's toys, and patio furniture. Weed trimmers and push mowers shall be empty of gas or other fuel products.
7. Items not specifically excluded for collection in Section 94-29(e) at the discretion of the Director of Public Works.

(e) *Limitations.* The Public Works Department shall not collect the following items of refuse:

- (1) Tires or vehicle wheels.
- (2) Paint and paint-related products in a liquid form.
- (3) Construction debris, demolition debris, and roofing material. – The City shall not be responsible for collecting or hauling discarded building materials, dirt, broken concrete, asphalt, bricks, rock or debris resulting from repairs, remodeling, or construction waste (including, but not limited to, plumbing fixtures, sinks, bath tubs, shower stalls, toilets, cabinets, doors, windows, trim, sheetrock, insulation, wood paneling, water/sewer piping, wire, roofing material and debris, lumber, plywood, subfloor, siding, plastic pails or buckets 5-gallons or larger, pallets, landscape timbers, crossties, lattice, fencing of any type, carpet, ceramic tile and other floor coverings). Such material must be disposed of by the contractor, tenant, or owner of the property in accordance with any applicable local, State or Federal laws.
- (4) Cardboard boxes. Cardboard boxes shall only be collected when broken down and placed in the City issued recycling bin. Cardboard shall not be placed out as part of refuse collection. Several cardboard only recycling dumpsters are located throughout the City for residents to use.
- (5) Packing material, including but not limited to, packing peanuts, Styrofoam, air cushions, bubble wrap, shredded paper, wrapping materials, foam, and other similar material and other loose debris not contained in an all-weather container.
- (6) Hazardous and environmentally sensitive material, including but not limited to, wet paint, automotive parts, acid, explosive material, batteries, flammable items, dangerous or corrosive material, medical waste, needles, or any waste requiring special disposal procedures by the Rules of Solid Waste Management of the State of Georgia Department of Natural Resources or other local, State or Federal laws.
- (7) Refuse generated from commercial activity or by a person for hire on residential property.
- (8) No person shall place out for collection any refuse in violation of this section.

(e) *Schedule.* Refuse shall be collected on an alternating weekly schedule as follows:

- (1) One week on the north section of the City.
- (2) The following week on the south section of the City.
- (3) The dividing line between the north section and south section of the City is Waugh Street from the east City limit to Thornton Avenue, south on Thornton Avenue to Emery Street, west on Emery Street to Tibbs Road, south on Tibbs Road to Walnut Avenue, west on Walnut Avenue to Dug Gap Mountain Battle Road at the top of the mountain.

(f) *Penalty.* Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7. The Director of Public Works and the Chief of Police, or their respective designee, are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.

Secs. 94-30—94-55. - Reserved.

DIVISION 2. - BUSINESSES; MULTIFAMILY DWELLINGS

Sec. 94-56. - Duty to provide containers.

It shall be the duty of the owner, lessee, tenant, or occupant of a business or multifamily dwelling (not including triplex or less) to provide an adequate number of garbage and refuse containers or dumpster-type containers for the proper accumulation and disposal of garbage and refuse.

Sec. 94-57. - Occupants of business premises to properly secure refuse.

It shall be the responsibility of the occupant of a business premises to ensure that all garbage and refuse is properly secured in the appropriate garbage or refuse container. No garbage or refuse shall be allowed at any time to accumulate outside the garbage or refuse container.

Sec. 94-58. - Owners of multifamily dwelling premises to properly secure refuse.

It shall be the responsibility of the owner of multifamily dwelling premises (not including triples or less) to ensure that all garbage or refuse is properly secured in the appropriate garbage or refuse container. No garbage or refuse shall be allowed at any time to accumulate outside the garbage or refuse container.

Sec. 94-59. - Violations.

Failure to remove any accumulation of garbage or refuse outside the garbage or refuse container shall be deemed a violation of this division.

Sec. 94-60. - Inspections.

The Director of Public Works and the Chief of Police, or their designees, are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.

Sec. 94-61. – Penalties.

Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7.

Secs. 94-61-94-70. - Reserved.

DIVISION 3. - CONSTRUCTION SITES

Sec. 94-71. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Building inspector means the building inspector for the City.

Construction and demolition waste means solid waste composed of building materials and rubble resulting from construction, remodeling, repair and demolition operations of houses, commercial buildings and other structures. Such waste includes, but is not limited to, roofing shingles containing asbestos, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste, and other wastes not likely to cause leachate of environmental concern.

Construction site means any residential, commercial, industrial, or other area, lot, or site which construction or demolition of any type is conducted including roads at buildings, and at all other places actively being constructed, demolished, renovated, or repaired.

Litter means the definition of litter contained in section 94-207 of the Code.

Sec. 94-72. - On-site burial of waste prohibited.

The burial on a construction site of construction and demolition waste, litter, tree trunks, logs, limbs, and tree tops is prohibited.

Sec. 94-73. - Containers required; exclusion; condition of building permit.

- (a) The owner, agent, or contractor in charge of a construction site shall furnish on such site containers sufficient to contain workers' litter and containers sufficient to contain all construction and demolition waste. All containers shall be conveniently available and maintained and secured or covered so as to prevent litter and waste from being spilled, discharged, or blown by wind or water. The primary contractor shall determine the number and capacity of containers, but no less than one container for construction waste shall be placed at each construction site. Containers required under this subsection shall be not less than ten gallons capacity. All containers shall be emptied as necessary, but not less frequently than weekly, except that containers used exclusively to contain construction and demolition waste shall be serviced with sufficient frequency to prevent spillage from overflow and to prevent offensive odors. All containers required under this subsection shall remain conveniently available on the site from the time construction activity commences until the construction activity ceases.
- (b) The requirement for containers in this section shall not apply to any construction site on which only repair or renovation of a building is taking place, provided that no litter or construction waste is placed, stored, or otherwise accumulated on the exterior of the property outside of a proper container and any such container is maintained in accordance with this subsection.
- (c) Prior to issuance of building permits for all construction or demolition, including new construction or remodeling of residential, commercial or industrial sites, the applicant must provide documentation of the manner in which collection, storage and disposal of all construction and demolition waste and litter shall be handled during construction. The Building Inspector, or his designee, shall approve the proper location for the containers.

Sec. 94-74. - Violations; penalties.

- (a) Upon determining that a violation of this division exists, the Building Inspector, or his designee, shall cause a written notice of violation to be issued to the subject owner or contractor setting forth the condition existing and a reasonable time within which the owner or contractor shall correct the condition.
- (b) Upon determining that the owner or contractor has failed to correct the subject condition within the time limit prescribed in the notice, the Building Inspector, or his designee, shall cause a summons and citation to be issued directing the violator to appear in the Municipal Court of the City of Dalton to answer the charge of violation of the appropriate section of this division.
- (c) Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7. The Building Inspector, Director of Public Works and the Chief of Police, or their respective designees, are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section. Each day a violation of any provision of this division continues after expiration of the time to correct a violation shall constitute a separate violation.

DIVISION III. – SCEHEDULE OF EXCESS SERVICE FEES

Sec. 94-75. - *Generally*. It shall be unlawful to dispose of any solid waste in the City of Dalton except as specified in this chapter.

Sec 94-76. - *Collection of fees*. The Chief Financial Officer of the City of Dalton is hereby authorized to establish a method for the orderly billing and collection of service fees provided for in this section.

Sec. 94-77. - *General violations*. The civil excess service fees for the following violations shall apply to all residences, businesses, and institutions within City of Dalton:

- (1) Placing prohibited items other than dangerous items in a trash container for collection or disposal = \$50.00

- (2) Placing a dangerous (toxic, caustic, contagious, explosive or otherwise hazardous) item in a trash container for collection or disposal = \$1,000.00
- (3) Placing excessive garbage in the container that prevents the lid from closing, garbage that is piled on top of the container, garbage that is unbagged, or garbage that is placed outside of the container = \$10.00 per 20 gallon bag
- (4) Placing more than four (4) cubic yards of yard trimmings out for collection = \$30.00 for each additional cubic yard of yard trimmings
- (5) Placing more than two (2) cubic yards of refuse out for collection = \$30.00 for each additional cubic yard of refuse
- (6) Placing trash or garbage on the property of another or in the waste container of another without permission = \$25.00
- (7) Placing recyclable material in the City provided garbage container = \$10.00 per 20 gallon bag of material
- (8) Failure to remove property of tenant or lessee within 24 hours of eviction = \$250.00 per truck load
- (9) Placing construction debris, demolition debris, or roofing material out for collection = \$50.00 per cubic yard of said debris or material
- (10) Dumping garbage, yard trimmings, refuse, or junk on vacant lots or public roadway = \$250.00
- (11) Overloading a dumpster = \$50.00
- (12) Placing a dumpster in an unauthorized area = \$50.00

Sec. 94-78. - *Central Business District violations.* The civil excess service fees for the following violations shall apply to all businesses and institutions within the Central Business District:

- (1) Disposing of garbage or refuse in public waste containers meant for pedestrians = \$25.00
- (2) Disposing of garbage or refuse in front of the business establishment of another = \$50.00
- (3) Placing loose garbage on the sidewalk or street = \$25.00
- (4) Placing roll carts or bagged garbage on the street or sidewalk at other than established collection locations and periods = \$25.00

Sec. 94-79. - *Penalty.* Failure to pay the excess service fee in full within 30 days of the invoice date shall be a separate violation of this ordinance. Any person who shall violate this section shall be subject to the general penalty as set forth in section 1-7 of the Code.

Sec. 94-80. - *Waiver of excess service fee.* The Director of Public Works is hereby authorized to establish from time to time a schedule of dates on which the excess service fee is waived for the collection of yard trimmings and refuse. The purpose and intent of the waiver is to provide for spring, fall and holiday cleaning of residential properties. Said schedule shall be published no later than 90 days prior to the scheduled dates. Said schedule shall be posted on the City website and provided to local media for publication to the general public.

Secs. 94-81— 94-85. - Reserved.

-3-

Article III “Sanitary Landfill” of Chapter 94 “Solid Waste” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby renumbered as Article IV “Sanitary Landfill”.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent

jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

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

-6-

This Ordinance shall take effect and be in force beginning August 1, 2020 following its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

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

of the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON