



**MAYOR AND COUNCIL MEETING
MONDAY, JUNE 17, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Executive Session - Potential Litigation
2. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [3.](#) National Parks and Recreation Month - July 2019

Minutes:

- [4.](#) Mayor and Council Work Session and Regular Meeting Minutes of June 3, 2019

New Business:

- [5.](#) GA Fuel Card Program Agreement for Police Department
- [6.](#) 2019-2020 School Resource Officer Contract with Dalton Public Schools
- [7.](#) Ratification of Music Performance Licenses
- [8.](#) Purchasing Policy Revision
- [9.](#) Change Order 2 – Additional Scope of Work – Botany Woods Drive Slope Reconstruction
- [10.](#) Encroachment Easement Agreement for Traffic Control Device

Supplemental Business:

Announcements:

11. The Dalton City Council Meeting scheduled for Monday, July 1, 2019 has been cancelled. City of Dalton government offices will be closed Thursday, July 4, 2019 in observance of Independence Day. The next Mayor and Council Meeting will be held on Monday, July 15, 2019.

Adjournment

PROCLAMATION



NATIONAL PARKS AND RECREATION MONTH JULY 2019



WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month and the City of Dalton recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim July 2019 as **"PARKS AND RECREATION MONTH"** and urge the citizens of our city to join me in this special observance.

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

Mayor _____

Date _____ June 17, 2019

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JUNE 3, 2019

The Mayor and Council held a Work Session this evening beginning at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads. Council Member Denise Wood was absent.

AGENDA REVIEW

The Mayor and Council reviewed the items on the agenda.

EXECUTIVE SESSION

On the motion of Councilmember Crews, second Councilmember Harlan, the Mayor and Council adjourned into Executive Session at 5:40 p.m. to discuss potential litigation matters.

ADJOURNMENT

On the motion of Councilmember Harlan, second Councilmember Crews, the Mayor and Council adjourned out of Executive Session at 6:02 p.m., into regular session, no action was taken.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 3, 2019

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, Attorney Gandhi Vaughn and several department heads. Council member Denise Wood was absent.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Octavio Perez addressed the Mayor and Council with his ongoing concerns regarding inconsistencies he sees in the Unified Zoning.

Katherine Sellers addressed and submitted to the Mayor and Council a request for increased funding for the Dalton-Whitfield County Library.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of May 20, 2019. On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

2019 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the following 2019 Alcohol Beverage Applications:

Business Owner: H&R Dalton, Inc.
D/b/a: H&R Dalton, Inc.
Applicant: Kamran Hameed
Business Address: 1704 Abutment Rd.
Type: Package Beer, Package Wine
Disposition: New

Business Owner: Sol De Mayo, LLC
D/b/a: Sol De Mayo
Applicant: Karina Cervantes
Business Address: 825 Chattanooga Ave, Suite 11
Type: Pouring Wine
Disposition: License Addition

2019 ALCOHOL BEVERAGE APPLICATIONS

Continued

Business Owner: Cacao Dominican Restaurant, Inc.
D/b/a: Cacao Dominican Restaurant
Applicant: Marisol Figueroa
Business Address: 702 5th Avenue
Type: Pouring Liquor, Pouring Wine
Disposition: License Addition

The vote was unanimous in favor.

ORDINANCE 19-10 – KAREN GREEN

The Mayor and Council reviewed the request of Karen Green to rezone from Transitional Commercial (C-4) to Central Business District (C-3) a tract of land totaling 0.52 acres located at 201 West Morris Street (Parcel 12-238-24-001). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved Ordinance 19-10. The vote was unanimous in favor.

ORDINANCE 19-11 – CHARLES ACREE

The Mayor and Council reviewed the request of Charles Acree to rezone from Heavy Manufacturing (M-2) to Limited Commercial (C-1A) a tract of land totaling 0.09 acres located at corner lot on E. Matilda Street and 8 N. Elm Street (Parcel 12-200-10-009). On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved Ordinance 19-11. The vote was unanimous in favor.

RIGHT-OF-WAY ENCROACHMENT EASEMENT FOR CUYLER STREET PROPERTY

The Mayor and Council reviewed the Right-of-Way Encroachment Easement for Cuyler Street Property. The easement grants an encroachment onto City right of way on Cuyler Street at the front of the future Carpentry Hotel. On the motion of Council member Crews, second Council member Goodlett, the Easement was approved. The vote was unanimous in favor.

DALTON UTILITIES PARTIAL ABANDONMENT OF EASEMENT

The Mayor and Council reviewed Dalton Utilities Partial Abandonment of Easement of a section of sewer easement which passes under an awning at a business on East Walnut Avenue near ML King Jr. Blvd intersection. On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the partial abandonment of Easement. The vote was unanimous in favor.

CHANGE ORDER 1 – BOTANY WOODS DRIVE SLOPE RECONSTRUCTION PROJECT

The Mayor and Council reviewed Change Order 1 for additional tree clearing at Botany Woods Drive Slope Reconstruction Project in the amount of \$5500.00. On the motion of Council member Goodlett, second Council member Harlan, the Change Order was approved. The vote was unanimous in favor.

FY-2019 BUDGET AMENDMENT #3 - GENERAL FUND

The Mayor and Council reviewed FY-2019 Budget Amendment #3 as follows:

- (1) Wal-Mart donation #2 and #3 earmarked for equipment repairs
- (2) Insurance reimbursement for damage to 2013 Sutphen aerial apparatus
- (3) DU's 5% transfer fee calculation per auditors Agreed-Upon Procedure Report
- (4) Various sales of capital assets in excess of budget as of 5/30/19
- (5) Actual cost in excess of estimated cost for Botany Woods Drive slope failure stabilization
- (6) Reduce capital acquisition amount in BA #2 to balance budget

On the motion of Council member Harlan, second Council member Crews, the Budget Amendment was approved. The vote was unanimous in favor.

RESOLUTION 19-05 - REQUESTING SALES TAX INFORMATION FROM GA DOR

On the motion of Council member Harlan, second Council member Goodlett the Mayor and Council adopted Resolution 19-05, requesting certain confidential sales tax information from Georgia Department of Revenue. The vote was unanimous in favor.

RESOLUTION 19-06 AUTHORIZING ADOPTION OF 5 YEAR CONPLAN AND ANNUAL ACTION PLAN

The Mayor and Council reviewed Resolution 19-06 authorizing the adoption of the five year consolidated plan 2019-2023 and the fiscal year 2019-2020 annual action plan under the Community Development Block Grant Program. On the Motion of Council member Harlan, second Council member Goodlett, the Mayor and Council adopted Resolution 19-06. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:19 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/17/19

Agenda Item: Ga Fuel Card Program Agreement

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost:

Funding Source if Not in Budget Budget

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

This agreement is for the Dalton Police Department to begin using the Georgia Fuel Card Program. The program is the state contract for fuel purchases with a credit card. These cards will be used by department members when they travel.

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE STATE OF GEORGIA (the "STATE")

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX Bank may report the undersigned's liability for, and the status of, the account to credit bureaus and others who may lawfully receive such information.

Participating Entity		Phone #	Fax#
Headquarters Name and Physical Address (Do not include PO Box)			Applicant's Taxpayer ID # (TIN, FEIN or SSN)
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$
			Avg Monthly Service Expenditures \$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

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Billing Contact	Billing Address	City	State	Zip+4
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
Mailing Address (if different from billing address)		City	State Zip+4

Email address (required to take advantage of product type card controls)

Card Controls: To help us estimate your needs, indicate the types of cards you anticipate using. If you provide a valid email address above, you can select from these product type options:

- ☐ All Products
 ☐ Fuel & Service
 ☐ Mix of card types
☐ Fuel & Fluids w/ Roadside Assistance
 ☐ Fuel w/ Roadside Assistance

☐ Check here if Authorized User is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No. 99999-001-SPD00000112-0001 effective October 1, 2014** for Fuel Cards (the "Agreement") between the (State and WEX BANK.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above. All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

- This Addendum is to allow the Participating Entity to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way.
- Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Participating Entity hereby requests the services of WEX Bank described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

REBATE: You may be offered discounts and/or rebates by participating under this Agreement from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as, but not limited to, maintaining your account in good standing will apply and be provided to you when such offers are made.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SUBJECT TO APPLICABLE LIMITATIONS SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Authorized User has been duly authorized by all necessary action of their governing body, and that the undersigned is authorized to make this application on behalf of the Authorized User.

Signature: _____	Printed Name: _____
Title: _____	Date: _____

Complete and sign addendum. Fax to

**FOR OFFICE
USE ONLY**

Oppty Number

Sales Code

Plastic Type

Coupon Code

Account Number

WJ4

04

Fuel cards
Alethea Brown

State Contract Info

From: Hall, Carl <Carl.Hall@doas.ga.gov>
Sent: Thursday, May 30, 2019 8:45 AM
To: Alethea Brown
Cc: Sever, Jim
Subject: RESPONSE: RE: RESPONSE: RE: GA Fuel Card Program
Attachments: Fuel Card Benefit Sheet-10-16.pdf; SUPPLIER INFORMATION SHEET. Fuel Card Management Services - Updated 09282017.pdf; Fully+Executed+Renewal+#2 +-+Wex+Bank.pdf

Good morning Ms. Brown. Attached, please find background information on our statewide contract for Fuel Card Management. I have included, for your review:

1. Contract Benefits Sheet
2. Supplier Information Sheet
3. Fully-Executed Renewal #2, noting that this contract is in its 2nd renewal (an additional 1-year renewal option remains).

Feel free to contact our supplier-partner for additional information.

Thank you very much.
Carl

From: Alethea Brown <ABrown@daltonga.gov>
Sent: Thursday, May 30, 2019 7:58 AM
To: Hall, Carl <Carl.Hall@doas.ga.gov>
Subject: RE: RESPONSE: RE: GA Fuel Card Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you

Alethea Brown, CAP
Dalton Police Department
Purchasing Agent
706-278-9085, ext 9-404
FAX: 706-217-2076
abrown@daltonga.gov

** Please note: The City of Dalton has adopted a new Domain and my email address has changed. My Primary address is abrown@daltonga.gov. I can still be reached at abrown@cityofdaltongga.gov however all outgoing email will use the new domain.

"Do not regret growing older. It is a privilege denied to many."



Department of
Administrative Services
Customer Focused, Performance Driven

Nathan Deal
Governor

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Fuel Card Management Services** with **Wex Bank**.

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel card management and related services in support of the State's Fuel Card Program.

Key benefits of the contract include:

- No account set up fees (commercial \$40.00 onetime charge per account)
- No monthly card fees (commercial \$2.00/month/card)
- No fees for replacement cards
- Access to Strategic Support for specialized Customer Service
- Improved Hierarchical reporting levels
- Early payment rebates ranging from 0.10% - 0.13%
- Enhanced reporting features: Custom reporting templates, scheduling and emailing reports
- Additional data fields on card and driver ID records such as tank capacity and employee ID



CONTRACT RENEWAL NO. 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Department of Administrative Services
Supplier's Full Legal Name:	WEX Bank
Contract No.:	99999-001-SPD0000112-0001
Solicitation No./Event ID:	SPD0000112
Solicitation Title/Event Name:	Fuel Card and AVL Telematics Management Services
Contract Award Date:	September 22, 2014
Current Contract Term:	October 1, 2014 - September 30, 2018
Amendment No.:	4

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	October 1, 2018
End Date of New Contract Term:	September 30, 2019

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000112-0001-001

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	WEX BANK
Authorized Signature:	<i>Kirk S. Weiler</i>
Printed Name and Title of Person Signing:	Kirk S. Weiler President/CEO
Date:	9/14/18
Company Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047

APPROVED

By Eleanor Duffus at 4:28 pm, Sep 14, 2018

STATE ENTITY

Authorized Signature:	<i>Ant Peltier for Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	09/20/2018
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, GA 30334-9010



Statewide Contract Information Sheet

Statewide Contract Number		99999-001-SPD0000112-0001	
Name of Contract	Fuel Card Management Services		
Effective Date	October 1, 2014	Expiration Date:	September 30, 2018
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Mandatory
Contract Information for Supplier			Page Number
<u>Wex Bank</u>			<u>2</u>
Additional Contract Information			
<u>General Contract Information</u>			<u>3</u>
<u>Ordering Instructions</u>			<u>4</u>
<u>Frequently Asked Questions</u>			<u>5</u>
<u>Contract Renewals/ Extensions/ Changes</u>			<u>8</u>
<u>DOAS Contact Information</u>			<u>9</u>



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000112-0001
PeopleSoft Supplier Number	0000094858
Supplier Name & Address	
Wex Bank 3995 SOUTH 700 EAST Salt Lake City, UT 84107	
Contract Administrator	
Denise Baumgart Government Account Manager Telephone: 913-393-3208 Denise.Baumgart@wexinc.com	
Contact Details	
Ordering Information	Michael Marsh Michael.Marsh@doas.ga.gov 404-656-6295
Remitting Information	Fleet Services P.O. Box 6293 Carol Stream, IL 60197-6293
Delivery Days	N/A
Discounts	.0010% net 10 .0012% net 7 .0013% net 5 (see details below)
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



General Contract Information

- (1) No set up or card fees apply
- (2) Early Payment Rebates Available
 - Payment received within 10 days of the billing date appearing on the monthly invoice: .0010% off retail transactions
 - Payment received within 7 days of the billing date appearing on your weekly invoice: .0012% off retail transactions
 - Payment received within 5 days of the billing date appearing on the weekly invoice: .0013% off retail transactions



Ordering Instructions

Initial Fuel Cards

State Agencies

- Contact Jim Sever, Office of Fleet Management (404) 463-6410 or jim.sever@doas.ga.gov

Local Government

- Contact Denise Baumgart, Wright Express Account Manager (913) 393-3208 or Denise.Baumgart@wexinc.com

Replacement Fuel Cards

State Agencies

- Visit: www.wexonline.com

Local Government

- Follow local Fleet/Purchasing directives



Frequently Asked Questions For the WEX Millennium Fuel Card Program

1. How long will the process take for me to have my new fuel card?

Each Account will go through a Discovery Session, Implementation and post implementation process. A standard conversion time is approximately 2-4 weeks, possibly longer depending on complexity.

2. What is Discovery?

The Discovery process is a meeting between the account holder and WEX to review your current account set-up or hold a discussion with new accounts to see how they would like their account set-up (I.E. Account Name, Reporting options, Invoicing option, Driver PIN Length, utilization of standard fields for Driver records/Vehicle Records, etc.).

3. When will the implementation take place?

A Representative from WEX will be reaching out to your Fleet Coordinator within the next couple of months to schedule a Discovery/Implementation call with you.

4. Who will contact me for implementation? What will be the communication method? Your Fleet Coordinator (the current fleet contact on your WEX account) will be contacted by Dianna Meserve or Sarah Scott via email or phone.

5. Will my import files change (WEXLink/.XLS)?

Yes, the Millennium system has its own WEXLink 2000 file spec (flat File) which may require IT resources if you have coded to a previous version. The .XLS files will include all additional standard fields that the Millennium system provides.

6. Will my reports change?

The Standard reports (Billing, Purchase activity etc.) will stay primarily the same with some formatting changes.



7. Can I still use the same process for WEXLink Maintenance (for automation processing)?

A New Process will be discussed with Account Representatives utilizing this functionality and IT resources will be necessary.

8. Will our driver PIN's change?

The driver PIN's (DID, Driver Identification) can remain the same as they are today.

9. Will we get new cards?

Yes, new cards will be issued.

10. Will my Account numbers and card numbers change?

Yes, both the account number and the card numbers will change. The Millennium system will be using a Credit Card Number (CCN) on the cards. The account number will no longer be printed on the cards. This helps to mitigate fraudulent activities. The CCN number is an eighteen digit string that is randomly generated within the system and reduces the risk of someone being able to replicate the number. When a card is reissued for being lost/stolen a new randomly generated number is given.

11. Will my Online User ID and password change?

You will need to keep your current user ID and Password for the online system you use today to retrieve historical information. You will receive a "New" User ID and Password for the millennium online system (they will not be the same).

12. Will this cost money?

No, we will only require resources during the discovery and implementation process.

13. Can I see the historical information from my old account on this account?

Historical information will not be available on the new account. You will still be able to access your old account via the "old" online system to pull any additional transactional information and reports.



14. Will I get multiple invoices?

Yes, you will get two separate invoices until all transactions have posted to your old account.

15. When will my old cards be shut off?

We will suspend and remove credit on your old account once your Fleet Coordinator has verified with us that you are no longer using the cards associated with that account. Usually 2 weeks from receipt of new cards or longer if necessary.

16. Which contract should I remit payment to?

You will remit payment under the new contract when you receive your invoice for the charges against the new fuel card. Fuel purchased with the current fuel card will be billed under the expiring (old) contract.

17. Will I have to resubmit my tax forms/direct debit forms?

New tax forms will need to be submitted if your current forms are due to expire within 4 months from the implementation start date on your account. WEX will inform you at the time of implementation if this will be necessary

Direct Debit/ACH forms will NOT need to be resubmitted as long as the bank account information is to remain the same.

18. Will I need to reset my Purchase Alerts?

Yes, this process will be covered during the Discovery/Implementation/Training



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/17/19

Agenda Item: 2019-2020 School Resource Officer Contract with Dalton Public Schools

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? Yes/No

Cost:

Funding Source if Not in Budget Budget

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

This agreement is for the Dalton Police Department to provide School resource Officers for the City of Dalton Schools System.

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of Education
For
The School Resource Officer Program**

This Agreement made and entered into this 10th day of June, 2019 by and between THE CITY OF DALTON, GEORGIA (the "City") and THE DALTON BOARD OF EDUCATION (the "Board").

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the "Department") to provide six School Resource Officers ("SROs" or "SRO") one of which is to be a SRO Sergeant to Dalton Public Schools, as resources are available. These officers will primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs' chain of command will be the Department's supervisory system on all law enforcement matters, and the Department shall hire, train, assign, discipline and dismiss SRO personnel. For non-law enforcement issues the SROs are to work with their assigned school principal and the Dalton Public School System Director of Operations ("Director of Operations") for the school system, but the SRO's supervisor shall be the supervisor assigned to the SRO by the Department (the "SRO Supervisor").
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the Department and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs will be assigned as follows: Two officers will be assigned to serve Dalton High School, one officer will be assigned to serve Morris Innovative High School. One officer will be assigned to serve Dalton Middle School. One officer will serve the elementary schools. The SRO Sergeant will also serve the elementary schools as well as a floater for all city schools as needed from time to time. The officers will coordinate schedules with their school principals, the Director of Operations and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to school start and thirty minutes

after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs will notify their school principal and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.

2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements with the Board for coaching duties, after school programs, athletic events or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school unless authorized otherwise by the SRO Supervisor.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO may assist the principal and Director of Operations in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus.
2. The SRO may present programs on various topics to students and faculty. Subjects can include but are not limited to a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups.
4. The SROs shall make themselves available for conferences involving teachers, parents and faculty.
5. Upon the request of the school principal or Director of Operations, the SRO shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.
6. Upon request of the school principal or the Director of Operations, the SROs shall conduct investigations of crimes, which occur at their assigned schools and use other resources if needed for follow up investigations. When requested by the Director of Operations, SROs may conduct investigations at other sites with the approval of the Department.
7. After the principal has conducted a search, locates contraband and requests assistance, the SROs shall follow the Board's Policy for the confiscation of any items or substances that while not illegal are not allowed on school property. The SRO will follow the Department's Policy for the seizure of any illegal items, drugs or substances from students on school property.
8. The SROs shall follow the guidelines of the state law, Board policy and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. The school principal may limit access to areas of the buildings and grounds if good reasons exist.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs, an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, noting in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the Term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the police department with a written assessment of the assigned SRO's performance in May and December during the term. The metrics for assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.
3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs.
 - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and hookup.
4. The Board shall co-operate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his duties as set forth herein.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICER

1. The Department will supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that the particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and Director of Operations, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs in accordance with the Department's rules, regulations, and general orders.

F. TERM

The City and the Board expressly agree that they have previously executed an Agreement Between The City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated July 1, 2019 This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July __, 2019 and expire on July __, 2020 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within 5 business days of such request the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term unless sooner terminated as provided herein.

G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: W. McLean

Title: Vice-Chair

THE CITY OF DALTON, GEORGIA

By: _____

Title: Mayor, City of Dalton

Exhibit "A"

Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with the addition of a sixth SRO serving as a Sergeant over the other SRO's. Also listed is a onetime cost for the new Sergeant SRO.

Salaries	\$325,979.15
FICA	\$23,236.35
Pension/Valic	\$70,833.89
Hosp. Insurance	\$4769.86
Worker's Comp Ins.	\$65,100.00
Life & Disability Ins.	\$3,700.00
Uniforms	\$3,600.00
Training	\$6,500.00
Fuel	\$10,200.00
Total	\$516,424.43
DPS responsibility (total X 75%)	\$387,318.33

*One time cost for a new SRO
Sergeant cost is reflected in total

YR 1

Vehicles	\$37,000.00
Rifles	\$2,200.00
Basic Uniforms and Equipment	\$3,100.00
Total	\$42,300.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6-17-19

Agenda Item: Ratification of Music Performance Licenses

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: (Annual) ASCAP \$357; SESAC \$875; BMI \$358

Funding Source if Not in Budget Budgeted

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

The City is required to maintain music performance licenses to cover use of copyrighted material at its venue locations, such as Burr Park and Dalton Green Park. These licenses cover any city-owned location.

Towns & The Law

Copyright Law and the Need to Get Permission



Rusi Patel
GMA Senior Associate
General Counsel

When most people think of issues that relate to municipalities they do not think of Peloton stationary bicycles. But one of the

interesting things about municipal law is that events that happen well outside of the local government sphere can relate to things that local governments do. In late March, Peloton was hit with a \$150 million lawsuit filed by The National Music Publishers' Association for utilizing music without the proper licensing.

In another recent story, the Environmental Protection Agency (EPA) created a video game called "Recycle City Challenge" in an attempt to educate people on the importance of reducing waste and energy use. In February, some Nintendo gaming system fans noticed that the EPA had utilized a slightly changed version of music from an obscure mid-90's video game for the background music of the recycling game. Because the music was not part of the educational experience, but merely background music, it likely would have been a copyright violation if the EPA was using the music without license, as it appeared. The EPA took down the music as a result.

Now cities in Georgia aren't Peloton and don't usually create education-

al video games like the EPA, but the Peloton lawsuit and the EPA situation serve as a reminder and as a warning to cities across Georgia of what can happen when the city fails to abide by copyright and licensing laws.

As we head into the warmer weather of mid-spring and early summer more cities start hosting festivals. With festivals comes music. Cities also create promotional videos and utilize music in other ways to improve the city's brand and market what the city has to offer.

People, including city officials, sometimes think that government is immune from needing to comply with copyright laws, but that could not be further from the truth. While the fair use doctrine provides limitations to the exclusive rights of copyright holders such as uses involving criticism, comment, news, reporting, education and research, it does not provide a carte blanche pass to uses of copyrighted materials by city governments.

Cities that utilize music need to be aware of copyright laws and the responsibility the city has in obtaining a music license if the city is utilizing music at a festival, concert or even on a publicly available promotional video. The International Municipal Lawyers Association (IMLA) has license agreements for ASCAP and BMI, two of the largest music copyright holders, available on its website for the city to access. These licenses are not free, but if the city chooses to break copyright

law and use music without a license, the potential liabilities in litigation are far more expensive than the cost of an annual license.

Copyright law does not only matter in regards to music when it comes to cities. Whenever a city uses an image or video clip on its website, in a promotional brochure or elsewhere, the city needs to be cognizant of the potential copyright issues that exist and it needs to make sure it has the correct image. In a prime example from just last year, the United States Postal Service (USPS) lost a \$3.5 million judgment to a Las Vegas artist, when the USPS accidentally used an image of the replica Las Vegas Statute of Liberty without permission on a stamp, instead of an image of the real Lady Liberty.

The Lady Liberty snafu serves as a reminder that even artwork placed in the public arena can have copyright protection if images of the artwork are being utilized in a commercial context, such as a promotional advertisement.

These copyright suits do not just impact large companies and federal agencies. Late last year, the city of Aiken in South Carolina settled a lawsuit with a local artist after the city repeatedly used his artwork, posted on his Instagram account, without his permission. The city and its tourism division had used the artist's holiday themed photo in a paid social media ad and in mass communications in an

effort to gin up tourism to the city. Even though the city credited him as the artist in some of the uses it did not obtain his permission and, in the end, that failure cost the city thousands of dollars.

Cities across Georgia should be cognizant of the effort artists put into their work and realize that if the city wants to use such work, it may need to pay a license fee to the artist or the artist's representatives. While permission might cost the city a license fee up front, the potential liability costs on the backend are much larger and can harm the city's brand through negative press.



For the most up-to-date
information about Georgia's
Cities, visit the official
website of the Georgia
Municipal Association

www.gmanet.com

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES



between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and City of Dalton, GA

("LICENSEE"), located at

300 West Waugh Street - PO Box 1205 Dalton GA 30722

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing June 1, 2019, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

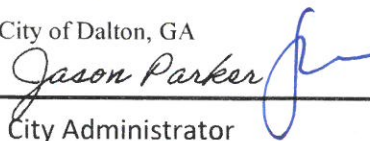
ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE City of Dalton, GA

By


City Administrator

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2019 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$357.00
50,001	to	75,000	\$712.00
75,001	to	100,000	\$856.00
100,001	to	125,000	\$1,141.00
125,001	to	150,000	\$1,426.00
150,001	to	200,000	\$1,854.00
200,001	to	250,000	\$2,280.00
250,001	to	300,000	\$2,710.00
300,001	to	350,000	\$3,137.00
350,001	to	400,000	\$3,566.00
400,001	to	450,000	\$3,990.00
450,001	to	500,000	\$4,421.00
500,001	and over		*** \$5,417.00

*** \$5,417.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$71,285.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$357.00.

License Fee for Year 2020 and Thereafter

For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



LOCAL GOVERNMENT ENTITIES 2019 Report Form

Account Number:

Premise Name: City of Dalton, GA

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: 000,033,748
(Per current U.S. Census Data)

Base License Fee: \$ 000,357.00
(Please refer to Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) <small>(If More than 1 Event Per Day, Please Report As Separate Entries)</small>	Performer(s) Or Group(s) Appearing	Gross Revenue** Of Event <small>(Must Exceed \$25,000)</small>	% Applies To Gross Revenue	Event Fee	Is A Program Of Musical Works Attached? (Yes/No)	If The Event Is Co-Sponsored <small>(Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)</small>
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: Address: Phone No.: Account Number:
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: Address: Phone No.: Account Number:
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: Address: Phone No.: Account Number:

****Special Events**** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

*****Gross Revenue**** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: 0000

Annual License Fee: \$357.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ 000,357.00

Contact Person & Title Jason Parker City Administrator	
Phone Number: 000 - 000 - 0000	Ext: 0000 Fax Number: 000 - 000 - 0000
Email: jparker@daltonga.gov	Website: cityofdalton-ga.gov
I certify the above information is true and correct.	
Dated: 06/09/2019	Signature:



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

June 3, 2019

Re: City of Dalton, GA
300 West Waugh Street - PO Box 1205
Dalton, GA 30722

Billing Period: June 1, 2019 Thru May 31, 2020
Annual Rate: \$357.00
Amount Due: \$357.00

**TO PAY VIA CREDIT CARD, DEBIT CARD, OR E CHECK, PLEASE CONTACT Michele McKinney at
(888) 852-1432**

PLEASE MAIL YOUR CHECK TO: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Payment Amount: \$ _____

*Check No: _____

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

ASCAP License fees are due and payable in advance. Retain bottom portion for your records.

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

Billing Period: June 1, 2019 Thru May 31, 2020
Annual Rate: \$357.00
Amount Due: \$357.00

SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

[illegible]

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

\$875.00/yr.

SESAC and LICENSEE hereby mutually agree as follows:

1. June 1, GRANT OF RIGHTS

Effective as of 2018 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.
- B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5.

INTENTIONALLY OMITTED

6.

TERM OF LICENSE

- A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."
- B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7.

MISCELLANEOUS

- A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.
- B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).
- C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.
- D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.
- E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

(please insert today's date)

LICENSEE

By: _____

(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____

(Signature)

(Type or Print Name)

Title: _____

**Schedule "B" to the SESAC Music Performance License for Municipalities
License Fee Report Form**

		Current Value
A	Municipality Name	CITY OF DALTON
B	Municipality Population	34077
C	Information Applicable as of	



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2019 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A						
Population	LICENSEE's Population			Base License Fee	Schedule A Fee	
33,740	1	-	50,000	\$358.00		
	50,001	-	75,000	\$711.00		
	75,001	-	100,000	\$856.00		
	100,001	-	125,000	\$1,140.00		
	125,001	-	150,000	\$1,427.00		
	150,001	-	200,000	\$1,854.00		
	200,001	-	250,000	\$2,280.00		
	250,001	-	300,000	\$2,711.00		
	300,001	-	350,000	\$3,137.00		
	350,001	-	400,000	\$3,568.00		
(Enter Population here)	400,001	-	450,000	\$3,993.00		
	450,001	-	500,000	\$4,422.00		
	500,001	-	plus	\$5,919.00 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$71,294.00		
				SCHEDULE A FEE	\$358.00	

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))			
The rate for Special Events shall be 1% of Gross Revenue.			
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000. ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 			
	<table> <tr> <td>SCHEDULE B FEE</td><td><i>BMI will provide a report form to report your events*</i></td></tr> </table>	SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>		

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)			
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$358.00 . No Special Events fee applies to LICENSEES qualifying under this schedule.			
	<table> <tr> <td>SCHEDULE C FEE</td><td>\$0.00</td></tr> </table>	SCHEDULE C FEE	\$0.00
SCHEDULE C FEE	\$0.00		

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared

distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2019 AND THEREAFTER


For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing the first day of (month/year) June, 2019, which shall be considered the effective date of this Agreement and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) 06/05/2019 between BROADCAST MUSIC, INC., a State of Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

<p align="center"><u>LEGAL NAME</u></p> <p align="center">City of Dalton GA</p>	<p align="center"><u>LICENSED PREMISES</u></p> <p align="center">PO Box 1205</p>	
<p align="center"><small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small></p>	<p align="center"><small>(Street Address)</small></p>	
<p align="center"><u>TRADE NAME</u></p> <p align="center">City of Dalton GA</p>	<p align="center">Dalton</p> <p align="center"><small>(City)</small></p>	<p align="center">GA 30722</p> <p align="center"><small>(State) (Zip)</small></p>
<p align="center"><small>(Doing business under the name of)</small></p>	<p align="center">(706) 529-2404</p> <p align="center"><small>(Telephone Number) (Fax Number)</small></p>	
<p align="center"><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></p>	<p align="center">Jason Parker</p> <p align="center"><small>(Contact Name) (Title)</small></p>	
<p>Legal Structure</p> <p align="center"><small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small></p>	<p align="center">City Administrator</p> <p align="center"><small>(Title)</small></p>	
<p>State of Incorporation _____ Federal Tax ID No. _____</p>	<p align="center">jparker@daltonga.gov</p> <p align="center"><small>(Email Address) (Web Address)</small></p>	
<p>Partners' Names (If Partnership)</p>	<p align="center"><u>MAILING ADDRESS</u></p> <p align="center"><small>(if different from Licensed Premises)</small></p>	
<p>1. _____</p>	<p align="center">PO Box 1205</p> <p align="center"><small>(Street Address)</small></p>	
<p>2. _____</p>	<p align="center">Dalton</p> <p align="center"><small>(City)</small></p>	
<p>3. _____</p>	<p align="center">GA 30722</p> <p align="center"><small>(State) (Zip)</small></p>	
<p align="center"><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></p>	<p align="center">(Telephone Number) (Fax Number)</p>	
<p>Local, State, or Federal _____</p>	<p align="center">Jason Parker</p> <p align="center"><small>(Contact Name) (Title)</small></p>	
<p>Municipality Name _____</p> <p align="center"><small>(City/State)</small></p>	<p align="center">City Administrator</p> <p align="center"><small>(Title)</small></p>	
<p align="center"><small>(Email Address)</small></p>	<p align="center">jparker@daltonga.gov</p> <p align="center"><small>(Email Address – if different from above)</small></p>	
<p align="center"><u>TO BE COMPLETED BY LICENSEE</u></p>	<p align="center"><u>FOR ADMINISTRATIVE USE ONLY</u></p>	
<p>By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.</p>	<p align="center"><u>TO BE COMPLETED BY BMI</u></p>	
<p align="center"><u>(SIGN HERE – PLEASE INCLUDE PAYMENT)</u></p>	<p align="center">BROADCAST MUSIC INC.</p>	
<p align="center">Jason Parker</p>	<p align="center"></p>	
<p align="center"><small>Signature</small></p>	<p align="center">Michael Steinberg</p>	
<p align="center">Jason Parker</p>	<p align="center">Executive Vice President, Creative & Licensing</p>	
<p align="center"><small>Print Name / Title</small></p>	<p align="center"><u>FOR BMI USE ONLY</u></p>	
<p align="center">jparker@daltonga.gov</p>	<p align="center"><u>LGE</u></p>	
<p align="center"><small>Signatory Email Address*</small></p>	<p align="center"><u>LI-2019/JAN</u></p>	
<p align="center"><small>(if different from above)</small></p>	<p align="center"><u>EFFECTIVE:</u></p>	
<p></p>	<p align="center">60981788</p>	<p align="center">60981788</p>
<p></p>	<p align="center"><u>ACCOUNT NO.</u></p>	<p align="center"><u>COID</u></p>
<p align="center">January 2019</p>		

Accepted Via Phone



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 6/17/19

Agenda Item: Purchasing Policy Revision

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget NA

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

The Georgia Procurement Registry increased threshold for posting on website from \$10,000 to \$100,000. I also had the City Attorney review the policy for any additional legislative changes. The City Attorney made recommendations and those have been incorporated into the revised policy. City Administrator Parker has also reviewed the document.

MITCHELL & MITCHELL, P.C.

ATTORNEYS AT LAW
ESTABLISHED 1924

TERRY L. MILLER
G. GARGANDI VAUGHN
WILLIAM J. KIMSEY
W. CODY NEWSOME

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D. WRIGHT MITCHELL
(1895 – 1970)
DOUGLAS W. MITCHELL, JR.
(1923 – 1984)
NEIL WESTER
(1944 – 2006)

June 5, 2019

Cindy Jackson
Chief Financial Officer
City of Dalton

RE: Review of and Changes to Purchasing Policy

Dear Cindy:

The following constitutes the recommended changes to City of Dalton Purchasing Policy:

- 1.) Section C – Procurement Thresholds – replace “question” with “review and approve” in last sentence of first paragraph.
- 2.) Section C – Procurement Thresholds – replace “falling under” with “deemed to be” in Requirements for \$100,000 or greater.
- 3.) Section C – Procurement Thresholds – replace “bill” with “statute” in Requirements for \$100,000 or greater.
- 4.) Section C – Procurement Thresholds – move “(100 percent) after “payment” and before “bonds.”
- 5.) Section F – Invitation To Bid – 1.c.2.2 – replace “and” with “nor”.
- 6.) Section G – Preference For Georgia Products – add a sentence at the end to read “Any contract which exceeds \$100,000 shall comply with the requirements of O.C.G.A. §36-84-1(c).
- 7.) Section H – Local Vendor Allowance – delete the comma after “If the local vendors bid” in the second sentence.
- 8.) Section J – Sole Source Vendor – insert “vendor” after “A sole source” in the first sentence.
- 9.) Section J – Sole Source Vendor – replace the comma with a colon after “files containing” in the last sentence.
- 10.) Section K – Emergency Purchase – replace “sign off” with “review and approve” in the third sentence.
- 11.) Section K – Emergency Purchase – add a sentence at the end to read “The nature of the emergency shall be described in the minutes of the Mayor and Council meeting.

Please note that I have reviewed all references to applicable Georgia statutes and the references are correct and there have been no changes to the statutes that would require an amendment to the Purchasing Policy except as provided herein. You had previously amended the Policy to comply

with O.C.G.A. §36-0-27 to increase the threshold from \$10,000 to \$100,000 in regards to the Georgia Procurement Registry.

I do recommend that you consider the requirement to advertise and/or post at City Hall or upon the City website non-public works construction contracts over a certain dollar threshold (e.g. \$20,000) be included in the Policy. The suggestion is for transparency purposes only and is permissive but not required by statute.

Sincerely,

MITCHELL & MITCHELL, P.C.

A handwritten signature in black ink, appearing to read "G. Gargandi Vaughn". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

G. Gargandi Vaughn

GGV:jh

Cc: Jason Parker

**CITY OF DALTON, GEORGIA
PURCHASING POLICY AND MANUAL
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POLICY SCOPE

The policy of the City of Dalton is to provide fair and equitable treatment of all persons involved in public purchasing with the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

These policies and procedures are designed to ensure that all City funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Dalton (City).

This purchasing policy will apply to all City departments and to other agencies, authorities, commissions, and joint-ventures as the governing authority may deem appropriate.

GENERAL POLICIES

A. FULL AND OPEN COMPETITION

The City will make every effort to obtain high quality goods and services at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with the avoidance of any impropriety. All purchasing transactions are subject to the State of Georgia's Open Records Act.

B. GRATUITIES AND GIFTS

To reduce the potential for conflicts of interest, abuse of position, or even the appearance of impropriety, the City limits gifts employees or officials may receive from organizations, business concerns, or individuals with which they have (or may have in the future) official relationships concerning the business of City government. Employees may receive an occasional meal, promotional items routinely distributed by vendors, and de-minimis holiday gifts. Refer to City's Conflict of Interest Policy in Exhibit A.

C. INTEREST OF OFFICIALS OR EMPLOYEES IN EXPENDITURE OF PUBLIC FUNDS

All transactions of the City that involve the use of public funds will be in compliance with the requirements of the City's Code of Ethics ordinance Chapter 2, Article VIII of the City Code, and applicable state law. Refer to City's Code of Ethics ordinance in Exhibit B.

D. DISCLAIMER OF RESPONSIBILITY

The City will not be responsible or liable for any expenditure or agreement for expenditure made by a City employee, City official, or an employee of any department utilizing public funds who fails to follow this purchasing policy and procedures. It is considered a "breach of duty" on the part of any employee who procures goods or services not consistent with the purchasing policy. Any breach will be reported to the City Administrator or Chief Financial Officer in writing.

The Mayor and Council may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement of goods or services made in its name, in the name of any governmental department under its fiscal authority, by an unauthorized person acting outside these policies. The cost of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

SPECIFIC POLICIES

A. DECENTRALIZED PROCUREMENT CONTROL

1. Each department head is responsible for the enforcement of these policies and procedures within their respective department(s). The department head may delegate the purchasing responsibility to employees within their department. A list of employees authorized to make purchases on behalf of the City will be submitted to the Finance Department on or before January 1st of each year.
2. Departments are restricted from purchasing or contracting with vendors for goods or services until the vendor is set up in the accounting system by the Finance Department. Departments desiring to utilize a new vendor not set up in the system will have that vendor complete a City of Dalton vendor packet and submit to the Finance Department. The Finance Department will review the vendor packet for completion and notify the department of incomplete submissions. Once all information is received, the vendor will be set up in the system and the department may conduct business with the new vendor.
3. Departments are responsible for entering the purchase order (PO) in the accounting system at the point of ordering or purchasing the goods. Purchase order numbers are the computer generated sequential number provided by the accounting software. Once the goods and the invoice are received, the PO, packing slip (or other form of documentation showing date received and initials or signature of person receiving goods), and invoice will be matched and sent to accounts payable for processing. Goods and services should not be purchased without a purchase order number. In certain circumstances, such as office staff is not available to obtain sequential PO number, a series of PO numbers may be issued to departmental purchasing agents and subsequently entered into the system in a timely manner. For credit card purchases, a PO number may be issued at the beginning of the statement cycle and used for all purchases with that vendor (Home Depot, Wal-Mart, etc.) until the month end. Recurring purchases are covered in section C.
4. Accounts payable (Finance Department) will review for proper documentation, proper budget coding, and accuracy. Any discrepancies will be reported to the person signing the purchase order before payment is made to the vendor.
5. It is the responsibility of the departments to reconcile vendor statements specific to their department. The Finance Department will assist in this process on an as needed basis.
6. The City Administrator, or his/her designee, will have the authority to review all invitations to bid issued on behalf of the City and to question the quality, quantity, and type of commodity or service requested. The Chief Financial Officer, or his/her designee, will be responsible for periodic review of purchases on behalf of the City for compliance with the purchasing policy. Non-compliance will be reported to the City Administrator and/or the Finance Committee.

B. BUDGET ALLOCATION AND CONTROL

Unless a budget appropriation is available, no procurement will occur which obligates the City to pay for goods or services. Each respective department head or designee has the responsibility of reviewing the budget availability prior to beginning the ordering of goods or services. The budget can be

overridden by the Chief Financial Officer only in the event of an emergency purchase (as strictly defined in this document) and when a contract or bid has been approved by vote of the Mayor and Council, but a budget amendment has not yet been obtained. It is the responsibility of the department head to request a budget amendment in writing to the Chief Financial Officer for submission to council for approval. The department head is authorized to request operating budget transfers within departmental budgets at his/her discretion by submitting the request in writing to the Chief Financial Officer.

C. PROCUREMENT THRESHOLDS

Policy pertaining to the amount of a purchase determines how the purchase will be handled. Listed are general minimums for quotes, bids, and proposal guidelines for supplies and capital expenditures. These thresholds apply to **aggregate purchases**. For example, purchase 10,000 screws for \$1 each, the aggregate price is \$10,000, not the individual price of \$1. Purchase orders may not be split to avoid following these threshold requirements. The Finance Department will strictly monitor these requirements. The City Administrator has the authority review and approve departmental purchases and vendor selection.

Please note that any federal or state grant-contract procurement requirements preempt local policy. It is the responsibility of the department administering the grant or contract to follow stated contractual procurement. Non-compliance can result in the City paying back funds to the federal-state agency.

AMOUNT	REQUIREMENTS
\$2,499.99 or less	Department purchase order and no quotes required. If quotes were used by the department to determine price, attach the quote form to the PO.
\$2,500.00 - \$19,999.99	Department purchase order and three written quotes from qualified vendors. Quote form must accompany the PO before payment will be made. Documentation supporting Internet or email quotes will be accepted.
\$20,000.00 - \$99,999.99	Formal sealed bid or request for proposal process with a minimum of two (2) weeks public advertisement prior to opening dates required. Road construction contracts performed by private contractors (estimated cost \$20,000 - \$200,000) must follow O.C.G.A. §32-4-113.
\$100,000 or greater	Equipment, supplies, and contracts not deemed to be Public Works contracts, as defined below, require a purchase order, sealed bids or request for proposals with a minimum of four (4) weeks advertisement prior to opening date. “Public Works” construction contracts (building, altering, repairing, improving, or demolishing of any kind to any public structure, building, or other public real property other than those projects covered by Chapter 4 of Title 32) are required to comply with O.C.G.A. §36-91-1 through §36-91-95 as it relates to advertising, bidding, and

general requirements outlined in this statute. Refer to Exhibit C. These contracts require bid (5%), performance (100%), and payment (100%) bonds. These requirements may be waived if prior favorable experience justifies allowance of cash deposit or bank letter of credit in lieu of bonding requirements. Such allowances must be approved by mayor and council.

Fuel	Fuel is exempt from the formal bid policy due to the quantity, time factor of demand, and the daily pricing volatility. The departments are required to obtain three written quotes from qualified vendors.
Seized Funds	This policy does not apply to seized money. Seized money is governed by Federal and/or State regulation. "Seized money" will be designated on PO.
Recurring Purchases	Recurring purchases such as utilities, debt service, contracted services (e.g. backflow testing, exterminating, printing, security monitoring, routine maintenance, cleaning, and advertising) are exempted from this policy. Recurring purchases may be subject to annual formal sealed bidding procedures on a city-wide basis if deemed necessary by the City Administrator.

BIDDING PROCESS AND PROCUREMENT PROCESS

A. FEDERAL AND STATE CONTRACTS

Whenever goods or services are available to the City through a contract with the federal or state government, and when such items or services meet the requirements of the using department, such item or service will be deemed to have met the requirements of competitive bidding. The vendor will be subject to ability to complete a City vendor packet as with all City purchases. Any purchase requiring a signed contract (services, construction, etc.) will be given to the City Attorney for review and the City Clerk for inclusion in the agenda of the Mayor and Council. Once approved, the City Clerk will archive the contract in the official City records.

B. COOPERATIVE PURCHASING AGREEMENTS

The City is authorized to enter into cooperative purchasing agreements with other units of government when it is in the best interest of the City. ***The cooperative purchasing agreement must have been competitively bid by the issuing government entity to be used by the City.*** Departments desiring to enter into these agreements will send the information to the Finance Department for review. The Finance Department will complete the setup process and send the information out to the departments. The Finance Department will maintain a list of agreements on file for the benefit of the departments. The vendor will be subject to the ability to complete a City vendor packet as with all City purchases. Any purchase requiring a signed contract (services, construction, etc.) will be given to the City Attorney for review and the City Clerk for inclusion in the agenda of the Mayor and Council. Once approved, the City Clerk will archive the contract in the official City records.

C. ROAD AND PUBLIC WORKS CONTRACTS

Road and public works contracts will be governed by state law, and shall preempt this policy.

D. PROFESSIONAL SERVICES

Professional services are not required to be competitively procured, but when determined to be in the best interest of the City, requests for proposals may be issued for professional services. Negotiated contracts for professional services are typically utilized when additional services are needed on an existing contract or when recurring services are needed and a relationship has been established with an existing vendor and the cost associated with changing vendors may be more than any savings realized through the procurement process.

A professional service is defined as any service performed by a person or firm that is registered with the Georgia Secretary of State and required to maintain a valid State of Georgia license to provide their respective service, including, but not limited to: engineering, architectural, surveying, testing and special studies, audit and accounting, insurance, financial advisor, court reporting, and legal.

Projects funded or partially funded with federal or state funds may require professional services to be procured according to procedures outlined in the funded activity. The City is required to follow federal and state procurement procedures when funding dictates. The department receiving the funds or the grant administrator is responsible for proper procurement in relation to the contract or grant administered by the department.

E. REQUEST FOR PROPOSALS (RFP)

Formal sealed proposals may be used when clear specifications are not available or when a service is required. In this procurement method, qualifications will normally be the primary issue and price may or may not be used in the evaluation of the proposal. The basis of the award is the criteria outlined in the proposal. At the public opening, only the name of the vendors offering proposals will be read. Because negotiations are still possible, the contents of the proposal will not be released until the item or service has been evaluated and awarded.

F. INVITATION TO BID AND REQUEST FOR PROPOSAL PROCEDURES

1. The requesting department is responsible for:
 - a. Preparation of the bid document or request for proposal will include:
 1. Place, time, ability to meet City vendor requirements, and date when bid/RFP will be received, opened, and/or publically read.
 2. Notice that bids be clearly marked with a departmental bid number on the outside of package and submitted to the City of Dalton Finance Department as custodian of all City bids/RFP's.
 3. Delivery requirements (responsibility for shipping, etc.).
 4. Person to contact for clarification of specifications.
 5. Special conditions not included in specifications.
 6. Contract conditions and terms.
 7. Any applicable federal or state requirements in regards to City grants or contracts.
 8. Statement that the City reserves the right to reject all bids.
 - b. Submission of bid documents to Finance Department as bid custodian.
 - c. Advertisement of bid and RFP's:

1. Georgia Procurement Registry (§36-80-27)
 1. ***All bids and proposal opportunities for goods, services or both expected to reach or exceed \$100,000*** are required to be placed on the registry.
 2. Submit to Finance Department for placement on the registry.
2. Local Newspaper:
 1. **All** public works construction contract bids and RFP's are required to be placed in the local newspaper (refer to page 4 for definition of public works contracts).
 2. *Non-public works* contracts and RFP's **are not required** to be placed in the local newspaper.
 3. Each department is responsible for submission of the bid/RFP advertisement to the newspaper.
3. City Website and City Hall bulletin board:
 1. All bids and RFP's for goods, services or both expected to reach or exceed \$20,000 are required to be placed on the City's website and the bulletin board located in the lobby of City Hall.
 2. Submit to Finance Department for placement on City Hall bulletin board.
2. The Finance Department will be responsible for:
 - a. Receipt of bid/RFP between 8:00 a.m. and 5:00 p.m. Monday through Friday at Dalton City Hall during period of open bid.
 - b. Stamp the date and time bid/RFP received on the outside of the envelope/package submitted by bidder.
 - c. Maintain unopened bids in vault until responsible department retrieves for bid opening on the date and time as stated in bid/RFP advertisement package.
 - d. All bids received after the specified date and time in the bid advertisement will be rejected for consideration and returned to issuing department for return to vendor.

G. PREFERENCE FOR GEORGIA PRODUCTS

In accordance with O.C.G.A. §36-84-1, the City, when contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced within the State of Georgia. Such preference will not sacrifice quality. Any contract which exceeds \$100,000 shall comply with the requirements of O.C.G.A. §36-84-1(c).

H. LOCAL VENDOR ALLOWANCE

In acknowledgment that local vendors contribute the City tax base and promote the local economy, the Mayor and City Council, have determined that under certain instances, such local vendors will be provided an additional concession when bidding against non-local vendors. If the local vendors bid meets all the bid specifications and is not more than 4% greater than the lowest bid submitted by the non-local vendor, then the lowest local vendor will be given the opportunity to notify the Chief Financial Officer or the department head of the bidding department in writing, 1 business day after the bid opening, that it agrees to match the lowest bid price. If that local vendor doesn't agree, then the next lowest local bidder will be given the same opportunity to match the low bid and so on until all

local vendors have had the opportunity to match the low bid.

This will not apply to road construction and public works projects governed by Georgia Laws or to the purchase of any other goods and/or services, for which such preference is prohibited by Georgia or Federal Law (for example, grant awards).

A local vendor must maintain a physical presence within Whitfield County, including, but not limited to the maintenance of 1 or more offices and the employment of 2 or more persons prior to the submission of the bid. A post office box maintained within Whitfield County does not qualify as a local vendor. The vendor must also be current on property taxes and occupation taxes (for businesses located within the City limits).

I. CANCELLATION OR REJECTION OF BID OR PROPOSAL

The Mayor and Council reserves the right to cancel any outstanding formal sealed bid or proposal prior to the opening of the bid or proposal and also reserves the right, after the bid opening, but prior to the award of a bid, to reject, in whole or in part, any bid or proposal. Any cancellation or rejection will be consistent with the procurement policies and procedures.

J. SOLE SOURCE VENDOR

A sole source vendor situation exists when there is only one vendor who can provide the product or service or a particular brand is required for compatibility or repair. Sole source procurement is permissible if a required good or service is available from only a single supplier. To determine that a sole source situation exists, research must be performed by the user department providing proof that vendor is truly a sole source. The documentation will be sent to the Finance Department for recording keeping purposes. Finance will maintain sole source files containing: department justification, research documentation, and manufacturer documentation.

K. EMERGENCY PURCHASE

An emergency purchase is one in which a situation exists where there is a threat to health, welfare, or safety that does not allow time for normal, competitive purchasing procedures. Examples are flooding, power outages, or other natural disasters including, but not limited to, unusual inclement weather. All emergency purchases will require the City Administrator to review and approve the purchase order prior to payment by the Finance Department. Items that a department did not realize it would need to operate throughout the year is not deemed an emergency purchase. The nature of the emergency shall be described in the minutes of the Mayor and Council meeting.

L. COMPUTER HARDWARE AND SOFTWARE PURCHASES

Proposed purchases of computer hardware and software must be reviewed by the IT Department to ensure compatibility with the City's equipment and network system, as failure to follow this policy could result in unsupported hardware and software. Requests to purchase computer hardware or software must follow the purchasing policy guidelines.

M. CITY CREDIT CARD PURCHASES

Purchases made and charged to the City's credit card should be infrequent and used primarily for travel related expenses and certain internet purchases. Normal purchasing procedures should apply when using the City's credit card. The credit card is simply a payment method. Under no circumstances shall the City's credit card be used for personal purchases, even to be reimbursed later

by the employee. Refer to the City's credit card policy. Refer to Credit Card Policy in Exhibit D.

CONTRACTS, LEASES, AND CHANGE ORDERS

A. CONTRACTS FOR GOODS AND SERVICES

1. Must be reviewed by the City attorney.
2. Must be approved by the Mayor and Council and signed by the mayor except for contracts for goods or services **\$0 - \$5,000** can be signed by the department head, but **MUST** be ratified by the mayor and council at the next scheduled council meeting.

B. SHORT-TERM LEASE (RENTAL) AGREEMENTS FOR GOODS AND SERVICES

1. Leases and/or agreements ***less than one year in term and within the fiscal year without a purchase option*** can be signed by the department head or City Administrator. Such agreements include but are not limited to equipment rental, routine maintenance agreements and service agreements, and license agreements for computer software.

C. MULTIYEAR CONTRACTS FOR GOODS AND SERVICES

1. Must be reviewed by the City attorney.
2. ***Unless contract approved by voter referendum***, the contract must contain provision payable only from funds appropriated in current fiscal year, lessor only has recourse against funds appropriated in current fiscal year, lessor retains title to property subject to contract in the event contract is terminated, and no recourse against any other assets or funds of lessee.

D. CHANGE ORDERS

The department head or City Administrator may make written changes to the plans, specifications, scheduling, and performance period of any contract (purchase order) and is responsible for the documentation of those changes to the original contract (purchase order). ***However, any changes that increase the total dollar amount of the original contract or makes a material change to the scope of the project must be approved by the Mayor and Council in a public meeting.***

CITY PROPERTY DISPOSAL

A. OVERVIEW AND PROCEDURE

Disposal of municipal real and personal property is governed by O.C.G.A. §36-37-6 (Exhibit E). Annually, or on an "as needed basis", the departments will determine any equipment, materials, and other goods determined to be surplus and/or damaged with an estimated market value of greater than \$500. For financial record keeping and audit purposes, a list is to be maintained by the department of all assets disposed of, method of disposal, and cash received or trade-in value allowed. Assets may be sold through public auction, formal sealed bids, or over the internet using www.govdeals.com. Per Georgia Code, the method of disposal will be advertised once in the official legal local organ of the county or a newspaper of general circulation in the community, not less than 15 days nor more than 60 days preceding the day of the auction, placement on GovDeals.com, or last day for receipt of proposals.

B. CLASSIFICATIONS

- **Scrap** – Any material or item that can be used for re-melting to produce iron, steel, or its alloys.

- **Waste** – All non-metallic refuse which has a marketable value.
- **Worn or Damaged** – May be scrap or waste material or item that can be sold or used for trade-in.
- **Obsolete and Surplus** – Any material or item that is of no use to the City,
- **Excess** – Any item that doesn't have an essential or vital purpose for the operations of a particular department. The item may have value and may be utilized by another department within the City.

C. METHODS OF DISPOSAL

- **Sealed Bids or Gov.Deals** – Used when a material or item is of insufficient quantity to justify the cost of a public auction.
- **Public Auction** – Used when there are a variety of items available in sufficient quantities to justify the cost of a public auction.
- **Trade-In** – Should only be used in situations where it is economically advantageous to do so (i.e. trade – in equivalent to market value, comparison of cash deal to cost with trade-in less fair market value, etc.).
- **Negotiated Sales to Other Public Entities or Individuals** – Available only when fair market value of item is deemed \$500 or less. Documentation must accompany item for sale estimating fair market value.

D. ADDITIONAL RULES APPLY TO SALES AND EXCHANGES OF CITY OWNED REAL PROPERTY - REFER TO GEORGIA CODE IN EXHIBIT E.

MANUAL OF CITY OF DALTON GEORGIA PURCHASING POLICY

This document shall be viewed as a manual to be referred to and relied upon by departments of the City. It is to be referred to by the city departments in its acquisition or purchase of goods and services. Each city department will maintain a copy of this document, including all subsequent amendments to said policy, for reference in making such purchases for goods and services. Each person making purchases, preparing bids and RFP's, and/or any other procurement function on behalf of the City, is required to read and understand the City Purchasing Policy and Manual.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/17/19

Agenda Item: Change Order 2 - Additional Scope of Work - Botany Woods Drive Slope Reconstruction

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$22,800 (lump sum)

Funding Source if Not in Budget Special Project Account

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

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to add supplemental work (i.e. additional clearing and slope stabilization) to the above referenced project at the lump sum price of \$22,800.

An additional area of work is required in order to perform additional clearing and placement of additional soil to buttress the slope adjacent to Mt. Sinai Road to help mitigate the risk of future slope failure in this area. The City staff, the Contractor, and the Geotechnical Engineers have observed on site evidence that the original slope failure has progressed approximately 25 feet further North, and adjacent to Mt. Sinai Road. Change Order 002 will address slope stabilization for this additional area of concern.

The Finance Department has created a charge account (#144800-165010-17048) to fund this project.



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 002

CONTRACT: Botany Woods Drive
Emergency Slope Reconstruction Project

CONTRACTOR: Northwest Georgia Paving, Inc.

Contractor (Northwest Georgia Paving, Inc.) and the City of Dalton mutually agree to add supplemental work (i.e. additional clearing and slope stabilization) to the above referenced project at the lump sum price of \$22,800.

An additional area of work is required in order to perform additional clearing and placement of additional soil to buttress the slope adjacent to Mt. Sinai Road to help mitigate the risk of future slope failure in this area. The City staff, the Contractor, and the Geotechnical Engineers have observed on site evidence that the original slope failure has progressed approximately 25 feet further North, and adjacent to Mt. Sinai Road. Change Order 002 will address slope stabilization for this additional area of concern.

The contract increase for the addition of this work is \$22,800.

Five (5) additional days have been added to the contract completion time as requested by contractor as part of this Change Order.

Contract Completion Date: August 5, 2019
Substantial Completion Required by: July 19, 2019

BY:

Megan Elliott
Project Engineer

Agreed to by:

Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

Date: _____



Megan Elliott

From: Bryan Roberts <broberts@nwgpinc.com>
Sent: Wednesday, June 12, 2019 4:59 PM
To: Megan Elliott
Cc: Benny Dunn; Andrew Parker
Subject: RE: Botany Woods 19-2018 added slope drawing

Megan,

Good afternoon.

Sorry the clearing guy is on vacation this week and I didn't get him. NWGP once again is willing to help the City out and cut our original price based on the email below. This includes the additional layout, clearing, and additional fill/haul in to help shore up the slope. This additional work will be done for the \$22,800.00.

Please let us know ASAP if the City would like for us to proceed with the added work.

Talk with you soon and have a blessed evening.

Thanks
Bryan S. Roberts



Estimator/Project Manager
Northwest Ga. Paving Inc.
501 West May St.
Calhoun, Ga. 30701
Work 706-629-8255
Cell 770-547-4028
Fax 770-773-9692
broberts@nwgpinc.com

From: Megan Elliott <MElliott@daltonga.gov>
Sent: Wednesday, June 12, 2019 10:20 AM
To: Bryan Roberts <broberts@nwgpinc.com>
Cc: Benny Dunn <BDunn@daltonga.gov>; Andrew Parker <AParker@daltonga.gov>
Subject: Botany Woods 19-2018 added slope drawing

Bryan,

Please reach out to the clearing sub-contractor, and let me know what he says. We have had some further discussion in house, and want to clarify that with the remaining/additional clearing work that would need to occur would not require any stump removal. The stumps can be covered with the fill, as long as they are cut within a foot or so of the grade.

We appreciate NWGP trying to save the City of Dalton and its taxpayers money, as well as you striving to do good work for the City. These two things, saving money and doing good work, are also the goal of the Public Works Department. This situation being a prime example, especially since the emergency project was an unforeseen project and expense. With that being said, please take into account that the City of Dalton Public Works Department used our personnel and equipment to load 60+ trucks with fill from our site to assist NWGP, at no cost to NWGP. While this helped to remove some excess fill from a City site, we believe it helped to accommodate NWGP with a short haul to get a the site shored up for the excessive rainfall received this past weekend; thereby creating a win-win situation for both parties.

We also agree that a decision needs to be made as quickly as possible on whether or not to proceed with the additional work, and the intent is not prolong the process. We just need to agree on the cost amount before we can proceed with the change order.

Thank you!

Megan Elliott
Project Engineer
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Bryan Roberts [<mailto:broberts@nwgpinc.com>]
Sent: Wednesday, June 12, 2019 7:43 AM
To: Megan Elliott <MElliott@daltonga.gov>; Andrew Parker <AParker@daltonga.gov>
Cc: Benny Dunn <BDunn@daltonga.gov>
Subject: RE: Botany Woods 19-2018 added slope drawing

Megan,

Good morning.

I also looked back over the bid tabs and realize I was way too cheap according to everyone else with the range of \$75/Cy to \$52.29/Cy in this line item vs NWGP \$34.80. Like always NWGP was trying to do two things. Save the City of Dalton money and do a good job for the City and its taxpayers. With this being said, I tried to keep everything the same putting this additional work together as was in the original bid. (even though I was low on the base bid) The one cost I can't control is the clearing guy. He has already demobilized all his equipment; therefore he will have to remobilize, or NWGP will have to end up doing all the cleanup work once the trees are down. This is what has caused the clearing number to seem a little high. I will try and reach out to the clearing guy today and get back with you as soon as I can on this. I realize if the City would like for us to proceed with this work we will need to know ASAP so we can work the clearing back into the overall schedule.

Talk with you soon and have a wonderful day.

Thanks

Bryan S. Roberts



Estimator/Project Manager
Northwest Ga. Paving Inc.
501 West May St.
Calhoun, Ga. 30701
Work 706-629-8255
Cell 770-547-4028
Fax 770-773-9692
broberts@nwgpinc.com

From: Megan Elliott <MElliott@daltonga.gov>
Sent: Tuesday, June 11, 2019 2:08 PM
To: Bryan Roberts <broberts@nwgpinc.com>; Andrew Parker <AParker@daltonga.gov>
Cc: Benny Dunn <BDunn@daltonga.gov>
Subject: RE: Botany Woods 19-2018 added slope drawing

Bryan,

Thank you for sending me the cost breakdown. After looking back over your original bid tabulation, grading complete (Item no. 210-0100) bid unit price was \$325,000. That equates to \$34.80 per cubic yard of fill (approx. 9340 Cubic Yards), as well as that number including the clearing and construction layout. Due to you already being on site, and the current status of the work, the additional work shouldn't impact the progress overall. If we just extend the line item from the original grading complete bid (Item no. 210-0100), we believe that a fair and reasonable price for the additional work, clearing and grading haul, would be \$22,800 (\$34.80 x 655 CY).

Thank you!

Megan Elliott
Project Engineer
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Bryan Roberts [<mailto:broberts@nwgpinc.com>]
Sent: Tuesday, June 11, 2019 7:43 AM
To: Megan Elliott <MElliott@daltonga.gov>; Andrew Parker <AParker@daltonga.gov>
Subject: RE: Botany Woods 19-2018 added slope drawing

Megan,

Good morning.

As requested please find the following breakout of the added slope at Botany Woods and as per the attached drawing. Please let me know if you have any question or need anything else.

Pay Item	Description	Unit	Quantity	Price	Total Price
210-0100	Layout/Clearing	LS	1	\$4,829.00	\$4,829.00
210-0100	Grading Haul in added fill from offsite	CY	655	\$30.77	\$20,154.00
					Total Add \$24,983.00

Talk with you soon and have a wonderful day.

Thanks
Bryan S. Roberts



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broberts@nwgpinc.com

From: Bryan Roberts
Sent: Monday, June 10, 2019 6:06 PM
To: Megan Elliott <MElliott@daltonga.gov>; Andrew Parker <AParker@daltonga.gov>
Subject: RE: Botany Woods 19-2018 added slope drawing

Megan,

Good evening and yes ma'am I will get you something tomorrow on the breakout.

Talk with you soon and have a wonderful evening.

Thanks
Bryan S. Roberts



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broberts@nwgpinc.com

From: Megan Elliott <MElliott@daltonga.gov>
Sent: Monday, June 10, 2019 5:05 PM
To: Bryan Roberts <broberts@nwgpinc.com>; Andrew Parker <AParker@daltonga.gov>
Subject: RE: Botany Woods 19-2018 added slope drawing

Bryan,

Can you break down the cost estimate for the additional work down for me? I am in the process of working through talking this with everyone and making a decision about whether we are going to move forward with the additional work or not, but I need some details and quantities to look at.

Thank you!

Megan Elliott
Project Engineer
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847

From: Bryan Roberts [<mailto:broberts@nwgpinc.com>]
Sent: Friday, June 7, 2019 8:51 AM
To: Andrew Parker <AParker@daltonga.gov>; Megan Elliott <MElliott@daltonga.gov>
Subject: Botany Woods 19-2018 added slope drawing

Andrew,

As per our phone conversation yesterday (since Megan wouldn't answer the phone) please find the attached drawings as requested.

The added scope/cost will be to do the additional clearing and bring in the additional import to drive the slope over to the temporary construction easement. The new slope in the area will range from 2/3 to 1. The added work will run \$24,983.00.

Please let us know if the City would like for us to proceed with this work. I will also need 5 additional days to complete the added work.

If you would let me know if you have any questions or need anything else.

Thanks
Bryan S. Roberts



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broberts@nwgpinc.com

Megan Elliott

From: Johnny Beckman <jbeckman@geohydro.com>
Sent: Monday, June 10, 2019 4:31 PM
To: Megan Elliott
Cc: Benny Dunn; Andrew Parker
Subject: RE: Botany Woods Slope Repair Project

Sorry took so long to respond, but I wanted to stop by the site while I was in Dalton today. I would agree with NWGP. I think the biggest indicator is from the cracks we saw behind the curb next to the intersection along Mt Sanai Road during the preconstruction meeting. I do not think those cracks were present in the initial investigation based on our photos from March 27, 2019.

Adding additional soil to buttress the slope adjacent to Mt Sanai at least up to the temporary construction easement would be beneficial to help mitigate the risk of a future slope failure in this area.



Johnny Beckman, P.E.
jbeckman@geohydro.com
678-313-1952

From: Megan Elliott <MElliott@daltonga.gov>
Sent: Monday, June 10, 2019 8:50 AM
To: Johnny Beckman <jbeckman@geohydro.com>
Cc: Benny Dunn <BDunn@daltonga.gov>; Andrew Parker <AParker@daltonga.gov>
Subject: Botany Woods Slope Repair Project

Good Morning Johnny,

As you know, we are moving along with the slope reconstruction but a few potential concerns have been raised about the slope along Mt. Sinai St, just west of the limits of construction (but still inside the limits of our construction easement). Before we add any additional scope of work to the project, we just wanted to touch base with you and see if you had any concerns in regards to the area in question. The contractor has voiced concern that there are some cracks along the shoulder of the road that run parallel to Mt. Sinai Road, and that a few of the trees along the slope are leaning to the east. We want to address any issues necessary, while the contractor is on site, but we want to make sure that we are not adding to the scope of work if we don't have to. What are your thoughts on the stability of that slope? Have you seen anything would raise a red flag in this area?

Thank you!

Megan Elliott
Project Engineer
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
FAX: (706) 278-1847



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 06/17/19

Agenda Item: Encroachment Easement Agreement for Traffic Control Device- Dalton Board of Education at Thornton Ave and Crawford Street

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Reason for Easement:

The City is pursuing a complete traffic signal replacement at the intersection of Thornton Avenue and Crawford Street. Recently, a tractor trailer clipped one of the wooden support poles. As a result of the impact, a temporary pole splice was required and is still in place as of today. This project would involve replacing all of the existing, dated wooden poles, span wire, and pedestrian equipment with new decorative green mast are signal poles. This upgrade should greatly improve the aesthetics of the intersection, as well as improving the functionality.

The pole placement at the northwest corner of the intersection required the City to obtain an Encroachment Easement from Dalton Board of Education, and the easement has been signed.

[Space above this line for recording data.]

Please Record and Return To:

G. Gargandi Vaughn
City Attorney
Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, GA 30722-2586

ENCROACHMENT EASEMENT AGREEMENT FOR TRAFFIC CONTROL DEVICE

This Encroachment Easement Agreement (this "Agreement") made this 10th day of JUNE, 2019, by and between **Dalton Board of Education**, a political subdivision of the State of Georgia, Grantor, and **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee of that certain lot of land located at the northwest corner of the intersection of Thornton Avenue and Crawford Street and identified as Parcel No.12-220-24-003 (the "Grantor Land"); and

WHEREAS, said Grantee desires to install and maintain certain traffic control devices for the benefit of the public upon the Grantor Land located within the City of Dalton, Georgia; and

WHEREAS, Grantor has agreed to grant to Grantee an easement upon the terms herein described for the installation and continued use of the Encroachments across the following described property identified as DPS Encroachment:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(the "Easement Area");

NOW, THEREFORE, in consideration of the premises, and of One and No/100 Dollar (\$1.00) in hand paid by the Grantee to the Grantor, the parties hereby covenant and agree as follows.

1. The Grantor hereby grants unto the Grantee an easement over the Easement Area for the purpose of installation, operation, repair and maintenance of traffic control equipment, lines and poles.
2. The rights and obligations set forth herein shall inure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

Signed, sealed and delivered

In the presence of:

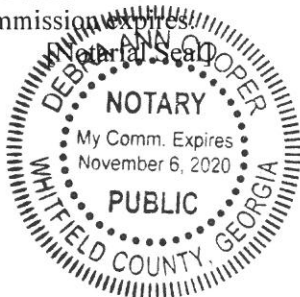
Don Quonett

Unofficial Witness

Walter Ann Cooper

Notary Public

My commission expires:



Signed, sealed and delivered

In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

GRANTOR:

Dalton Board of Education

By: Walter Ann Cooper
~~Chairperson~~ Vice-Chair WAC

Attest: [Signature]
Clerk

[Seal]

GRANTEE:

City of Dalton, Georgia

By: _____
Mayor

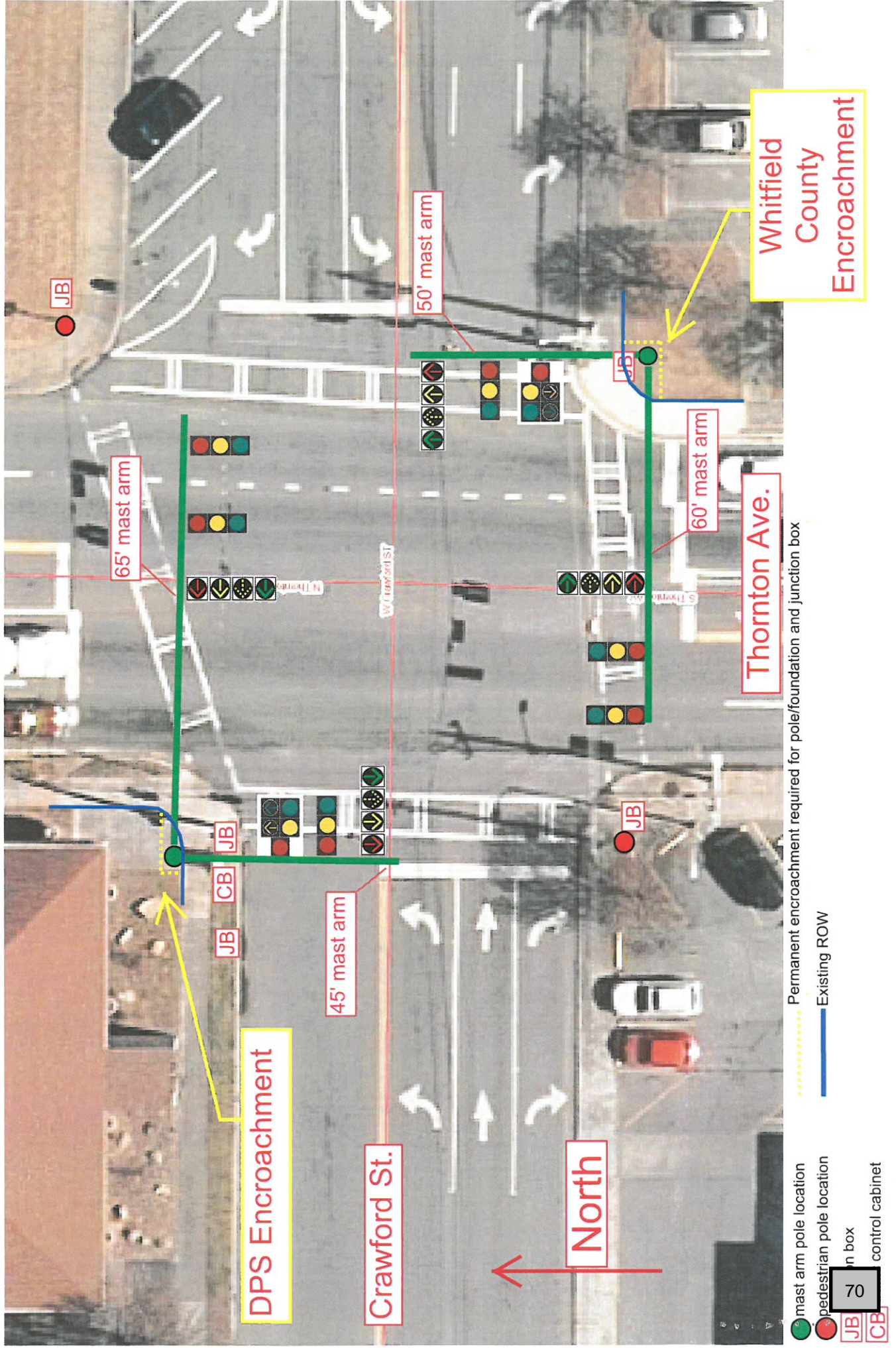
Attest: _____
Clerk

[Seal]

EXHIBIT A:

Dalton Public Works – Traffic Signal Upgrades at Intersection of Thornton Ave and Crawford Street

Dalton Public Works - Traffic Signal Upgrades at Intersection of Thornton Ave and Crawford Street





PUBLIC NOTICE

The Dalton City Council Meeting scheduled for Monday, July 1, 2019 has been cancelled. City of Dalton government offices will be closed Thursday, July 4, 2019 in observance of Independence Day. The next Mayor and Council Meeting will be held on Monday, July 15, 2019 at 6:00 PM at Dalton City Hall.