



**MAYOR AND COUNCIL MEETING  
MONDAY, NOVEMBER 18, 2024  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Hearing:**

1. Proposed 2025 Budgets for the General Fund, Special Revenue Funds, Debt Service Fund, and Capital Improvements Funds.

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

**Presentations:**

2. Department Head Reports

**Proclamations:**

3. National American Indian Heritage Month - November 2024 - Bitsy McFarland, National Society Daughters of the American Revolution
4. Small Business Saturday - November 30, 2024 - Candace Eaton, DDDA

**Minutes:**

5. Mayor & Council Work Session Minutes of November 4, 2024
6. Mayor & Council Meeting Minutes of November 4, 2024
7. Special Called Mayor & Council Minutes of November 5, 2024 - 2nd Reading Chapter 6 - Alcohol Beverage
8. Special Called Mayor & Council Minutes of November 5, 2024 - Public Hearing #1 - 2024 Millage Rate Increase
9. Special Called Mayor & Council Minutes of November 5, 2024 - Public Hearing #2 Millage Rate Increase
10. Special Called Mayor & Council Minutes of November 12, 2024

**New Business:**

- [11.](#) Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at 626 North Glenwood Avenue (Parcel 12-200-10-014).
- [12.](#) Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at 308 East Matilda Street (Parcel 12-201-12-004).
- [13.](#) Memorandum of Understanding with the Carter Hope Center
- [14.](#) Burr Park Roof Extension Design/Build Contract with Leonard Brothers Construction
- [15.](#) Georgia First Responder PTSD Program Agreement
- [16.](#) First Reading Ordinance 24-34 To Make Findings of Fact Concerning the Public Use and Necessity of Gravely Street and Erwin Street; To Consider the Vacating and Abandonment of The Public Interest in And to Gravely Street and Erwin Street for Purposes of Public Streets and Transportation; To Declare the Closing of Gravely Street and Erwin Street for Public Use and Transportation; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.
- [17.](#) Adoption of New City Branding by Confluence Design
18. Executive Session - Real Estate and Potential Litigation

**Supplemental Business**

**Announcements**

**Adjournment**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11-18-24  
**Agenda Item:** Proposed 2025 Budget Public Hearing  
**Department:** Finance  
**Requested By:** Cindy Jackson  
**Reviewed/Approved by City Attorney?** NA  
**Cost:** NA

**Funding Source if Not in Budget**

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

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Public Hearing for the 2025 Budgets for the General Fund, Special Revenue Funds, Debt Service Fund, and Capital Improvements Funds.

**2025 PROPOSED BUDGET  
GENERAL FUND**

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**City of Dalton**  
**General Fund 2025 Proposed Budget**

**With Comparative Amounts - 2023 Actual and 2024 Adopted**

	<b>Actual 2023 (1)</b>	<b>Adopted 2024 (1)</b>	<b>Proposed 2025</b>	<b>% Change 2025 to 2024</b>
<b>Revenues</b>				
Taxes	\$ 24,388,590	\$ 24,015,000	\$ 25,203,000	4.95%
Licenses and permits	428,410	420,000	438,000	4.29%
Intergovernmental	696,483	774,000	783,000	1.16%
Charges for services	1,843,447	1,665,000	1,788,000	7.39%
Fines and forfeitures	498,105	476,000	478,000	0.42%
Investment income	1,180,880	850,000	1,300,000	52.94%
Miscellaneous	799,899	668,000	288,000	-56.89%
<b>Total Revenues</b>	<u>29,835,814</u>	<u>28,868,000</u>	<u>30,278,000</u>	<u>4.88%</u>
<b>EXPENDITURES</b>				
<b>General Government</b>				
Elections	\$ 8,456	\$ -	\$ 4,000	0.00%
Legislative	125,680	145,000	163,000	12.41%
Administrative	598,603	866,000	935,000	7.97%
City Clerk	389,120	444,000	462,000	4.05%
Finance	796,145	853,000	900,000	5.51%
Information Technology	607,296	742,000	976,000	31.54%
Human Resources	440,638	566,000	610,000	7.77%
Building & Grounds	385,267	423,000	453,000	7.09%
<b>Judicial</b>				
Municipal Court	588,697	645,000	678,000	5.12%
<b>Public Safety</b>				
Police	9,486,934	10,651,000	12,565,000	17.97%
Fire	9,997,235	11,384,000	11,605,000	1.94%
<b>Public Works &amp; Infrastructure</b>				
Public Works	7,833,594	8,951,000	8,968,000	0.19%
Infrastructure	50,252	15,000	8,000	-46.67%
<b>Recreation &amp; Culture</b>				
Recreation	3,755,732	4,197,000	4,683,000	11.58%
Payments to Other Agencies	355,040	363,000	292,000	-19.56%
<b>Health &amp; Welfare</b>				
Payments to Other Agencies	13,534	26,000	26,000	0.00%
<b>Housing &amp; Development</b>				
Code Compliance	173,450	308,000	290,000	-5.84%
Payments to Other Agencies	407,500	427,000	352,000	-17.56%
<b>Non-Departmental</b>	<u>245,314</u>	<u>324,000</u>	<u>522,000</u>	<u>61.11%</u>
<b>Total Expenditures</b>	<u>36,258,487</u>	<u>41,330,000</u>	<u>44,492,000</u>	<u>7.65%</u>
<b>OTHER FINANCING SOURCES &amp; (USES)</b>				
Proceeds from Sale of Capital Assets	10,475	5,000	15,000	200.00%
Transfers In	19,887,239	16,656,000	16,032,000	-3.75%
Transfers Out	(7,225,653)	(4,199,000)	(1,833,000)	-56.35%
<b>Total Other Financing Sources (Uses)</b>	<u>12,672,061</u>	<u>12,462,000</u>	<u>14,214,000</u>	<u>14.06%</u>
<b>Net Increase (Decrease) Fund Balance</b>	<u>\$ 6,249,388</u>	<u>\$ -</u>	<u>\$ -</u>	

*(1) Non-departmental items have been adjusted for comparison purposes*

**2025 BUDGET  
SUPPLEMENTAL SCHEDULES**

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**City of Dalton**  
**General Fund 2025 Budget**

**By Classification**

	<b>Proposed 2025</b>	<b>% of Total</b>
<b>Revenues:</b>		
Property taxes	\$ 9,119,000	19.68%
Other taxes	16,084,000	34.72%
Licenses and permits	438,000	0.95%
Charges for services	1,788,000	3.86%
Fines and forfeitures	478,000	1.03%
Investment income	1,300,000	2.81%
Intergovernmental	783,000	1.69%
Miscellaneous	288,000	0.62%
<b>Total Revenues</b>	<u>30,278,000</u>	<u>65.36%</u>
<b>Other Sources:</b>		
Transfers in:		
Utility transfer	15,365,000	33.17%
Hotel-Motel tax fund	667,000	1.44%
Sale of fixed assets	15,000	0.03%
<b>Total Other Sources</b>	<u>16,047,000</u>	<u>34.64%</u>
<b>Total Revenue &amp; Other Sources</b>	<u><b>\$ 46,325,000</b></u>	<u><b>100.00%</b></u>
<b>Expenditures:</b>		
Personal services & benefits	\$ 34,207,000	73.84%
Purchased & contracted services	5,257,000	11.35%
Supplies & operating charges	4,206,000	9.08%
Capital outlay	36,000	0.08%
Payments to others	686,000	1.48%
Contingency	100,000	0.22%
<b>Total Expenditures</b>	<u>44,492,000</u>	<u>96.04%</u>
<b>Total Other Uses</b>		
Transfers out:		
SPLOST Fund 2020 (paving)	645,000	1.39%
Debt Service Fund	1,188,000	2.56%
<b>Total Other Uses</b>	<u>1,833,000</u>	<u>3.96%</u>
<b>Total Expenditures &amp; Other Uses</b>	<u><b>\$ 46,325,000</b></u>	<u><b>100.00%</b></u>

**City of Dalton**  
**General Fund 2025 Budget - Expenditures & Other Financing Uses**  
**As a Percentage of Total - By Legal Level of Control**

	<b>Proposed 2025</b>	<b>% of Total</b>
<b>EXPENDITURES</b>		
<b>General Government</b>		
Elections	\$ 4,000	0.01%
Legislative	163,000	0.35%
Administrative	935,000	2.02%
City Clerk	462,000	1.00%
Finance	900,000	1.94%
Information Technology	976,000	2.11%
Human Resources	610,000	1.32%
Building & Grounds	453,000	0.98%
<b>Judicial</b>		
Municipal Court	678,000	1.46%
<b>Public Safety</b>		
Police	12,565,000	27.12%
Fire	11,605,000	25.05%
<b>Public Works &amp; Infrastructure</b>		
Public Works	8,968,000	19.36%
Infrastructure	8,000	0.02%
<b>Recreation &amp; Culture</b>		
Recreation	4,683,000	10.11%
Payments to Other Agencies	292,000	0.63%
<b>Health &amp; Welfare</b>		
Payments to Other Agencies	26,000	0.06%
<b>Housing &amp; Development</b>		
Code Compliance	290,000	0.63%
Payments to Other Agencies	352,000	0.76%
<b>Non-departmental</b>	<u>522,000</u>	<u>1.13%</u>
<b>Total Expenditures</b>	<u>44,492,000</u>	<u>96.04%</u>
<b>OTHER FINANCING USES</b>		
<b>Total Other Financing Uses</b>		
SPLOST Fund 2020 (paving)	645,000	1.39%
Debt Service Fund	<u>1,188,000</u>	<u>2.56%</u>
<b>Total Other Financing Uses</b>	<u>1,833,000</u>	<u>3.96%</u>
<b>Total Revenue &amp; Other Financing Uses</b>	<u>\$ 46,325,000</u>	<u>100.00%</u>



**City of Dalton**  
**General Fund 2025 Budget**

**Expenditures & Other Financing Sources by Classification**

	Proposed 2025	Classification Type						
		Personal Services & Benefits	Purchased Services	Supplies	Capital	Payments to Others	Contingency	Transfer to Other Funds
<b>EXPENDITURES</b>								
<b>General Government</b>								
Elections	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
Legislative	163,000	117,000	32,000	12,000	-	2,000	-	-
Administrative	935,000	756,000	146,000	19,000	-	14,000	-	-
City Clerk	462,000	418,000	38,000	6,000	-	-	-	-
Finance	900,000	673,000	216,000	11,000	-	-	-	-
Information Technology	976,000	483,000	403,000	90,000	-	-	-	-
Human Resources	610,000	496,000	108,000	6,000	-	-	-	-
Building & Grounds	453,000	72,000	247,000	134,000	-	-	-	-
<b>Judicial</b>								
Municipal Court	678,000	438,000	220,000	20,000	-	-	-	-
<b>Public Safety</b>								
Police	12,565,000	10,870,000	1,178,000	517,000	-	-	-	-
Fire	11,605,000	10,655,000	469,000	477,000	4,000	-	-	-
<b>Public Works &amp; Infrastructure</b>								
Public Works	8,968,000	5,829,000	1,092,000	2,030,000	17,000	-	-	-
Infrastructure	8,000	-	8,000	-	-	-	-	-
<b>Recreation &amp; Culture</b>								
Recreation	4,683,000	3,167,000	641,000	860,000	15,000	-	-	-
Payments to Other Agencies	292,000	-	-	-	-	292,000	-	-
<b>Health &amp; Welfare</b>								
Payments to Other Agencies	26,000	-	-	-	-	26,000	-	-
<b>Housing &amp; Development</b>								
Code Compliance	290,000	233,000	33,000	24,000	-	-	-	-
Payments to Other Agencies	352,000	-	-	-	-	352,000	-	-
<b>Non-departmental</b>	522,000	-	422,000	-	-	-	100,000	-
<b>Total Expenditures</b>	<u>44,492,000</u>	<u>34,207,000</u>	<u>5,257,000</u>	<u>4,206,000</u>	<u>36,000</u>	<u>686,000</u>	<u>100,000</u>	<u>-</u>
<b>OTHER FINANCING USES</b>								
SPLOST 2020 (paving)	645,000	-	-	-	-	-	-	645,000
Debt Service Fund	1,188,000	-	-	-	-	-	-	1,188,000
<b>Total Other Financing Uses</b>	<u>1,833,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,833,000</u>
<b>Total Expenditures &amp; Other Financing Uses</b>	<u>\$ 46,325,000</u>	<u>\$ 34,207,000</u>	<u>\$ 5,257,000</u>	<u>\$ 4,206,000</u>	<u>\$ 36,000</u>	<u>\$ 686,000</u>	<u>\$ 100,000</u>	<u>\$ 1,833,000</u>
		74%	11%	9%	0%	1%	0%	4%
<b>2024 Adopted by Classification</b>	<u>\$ 45,529,000</u>	<u>\$ 31,554,000</u>	<u>\$ 4,674,000</u>	<u>\$ 4,136,000</u>	<u>\$ 98,000</u>	<u>\$ 818,000</u>	<u>\$ 50,000</u>	<u>\$ 4,199,000</u>
<b>Increase (Decrease)</b>	<u>\$ 796,000</u>	<u>\$ 2,653,000</u>	<u>\$ 583,000</u>	<u>\$ 70,000</u>	<u>\$ (62,000)</u>	<u>\$ (132,000)</u>	<u>\$ 50,000</u>	<u>\$ (2,366,000)</u>
<b>% Increase (Decrease)</b>	2%	8%	11%	2%	-172%	-19%	50%	-129%

## Other Agency Allocations

	2025	2024
	<u>Proposed Budget</u>	<u>Adopted Budget</u>
<b>General Fund:</b>		
Downtown Development Authority	\$ 60,000	\$ 135,000
Creative Arts Guild	-	56,000
Dalton-Whitfield Joint Development Authority	157,500	157,500
Dalton-Whitfield Community Development Corp.	80,000	80,000
Georgia Department of Veterans Affairs	1,000	1,000
Dalton-Whitfield County Library		
Cash	273,000	264,000
In-kind	5,300	6,000
Whitfield Murray Historical Society		
Cash	-	22,600
In-kind	3,000	2,400
Huff House - In-kind	2,700	1,900
Crown Mill - In-kind	3,900	2,400
The Greenhouse	25,000	25,000
Emery Center	3,600	7,200
THRIVE Partnership	20,000	20,000
Junior Achievement (limited commitment)	10,000	10,000
Believe Greater Dalton (limited commitment)	25,000	25,000
	<u>\$ 670,000</u>	<u>\$ 816,000</u>
<b>Hotel-Motel Tax Fund:</b>		
Northwest Georgia Trade & Convention Center		
Operations	\$ 283,670	\$ 238,775
Capital	358,675	358,675
Dalton Area Convention & Visitors Bureau		
Operations	205,000	205,000
Designated Marketing Organization	264,000	250,000
	<u>\$ 1,111,345</u>	<u>\$ 1,052,450</u>
<b>Total Agency Allocations</b>	<u>\$ 1,781,345</u>	<u>\$ 1,868,450</u>

**2025 PROPOSED BUDGET  
DEBT SERVICE & CAPITAL PROJECTS**

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**City of Dalton**  
**Debt Service Fund & Capital Projects Funds**  
**2025 Proposed Budgets**

	<b>Capital Projects Fund</b>		
	<b>Debt Service Fund</b>	<b>Amendment to 2020 SPLOST</b>	<b>Capital Improvements</b>
<b>Revenues</b>			
Interest income	\$ 1,000	\$ -	\$ 18,000
<b>Total Revenues</b>	<b>1,000</b>	<b>-</b>	<b>18,000</b>
<b>Expenditures</b>			
General government and administrative	1,325	-	-
Public works	-	645,000	-
Infrastructure			68,000
Debt service - principle & interest	1,187,675	-	-
<b>Total Expenditures</b>	<b>1,189,000</b>	<b>645,000</b>	<b>68,000</b>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<b>(1,188,000)</b>	<b>(645,000)</b>	<b>(50,000)</b>
<b>Other Financing Sources (Uses)</b>			
Transfers in (out)	1,188,000	645,000	-
Proceeds from sale of capital assets	-	-	50,000
<b>Total Other Financing Sources (Uses)</b>	<b>1,188,000</b>	<b>645,000</b>	<b>50,000</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

*Please note the 2015 SPLOST Fund, 2020 SPLOST Fund, 2024 SPLOST Fund, and the 2021 Bonded Capital Projects Funds are multi-year budgets and not adopted annually. Any changes to these funds are achieved by Budget Amendments approved by Mayor & Council.*

**2025 PROPOSED BUDGETS  
SPECIAL REVENUE FUNDS**

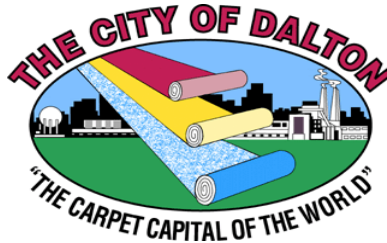
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**City of Dalton  
Special Revenue Funds  
2025 Proposed Budgets**

	<b>Hotel Motel Tax</b>	<b>Confiscated Assets</b>	<b>Economic Development</b>	<b>CDBG Grant Fund</b>	<b>OPIOID Settlement Fund</b>
<b>Revenues</b>					
Hotel motel taxes	\$ 1,847,000	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	50,000	-	-	-
Settlements (OPIOID)	-	-	-	-	50,000
PILOT payments	-	-	53,000	-	-
Intergovernmental - federal and state	-	-	-	380,000	-
Investment earnings	-	1,000	-	-	-
<b>Total Revenues</b>	<b>1,847,000</b>	<b>51,000</b>	<b>53,000</b>	<b>380,000</b>	<b>50,000</b>
<b>Expenditures</b>					
General government	-	-	-	76,000	-
Housing and development	-	-	53,000	254,000	-
Public safety	-	92,000	-	-	50,000
Public works and infrastructure	-	-	-	-	-
Health and welfare	-	-	-	50,000	-
Culture, recreation and tourism	1,180,000	-	-	-	-
<b>Total Expenditures</b>	<b>1,180,000</b>	<b>92,000</b>	<b>53,000</b>	<b>380,000</b>	<b>50,000</b>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<b>667,000</b>	<b>(41,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Financing Sources (Uses)</b>					
Transfers in (out)	(667,000)	-	-	-	-
Proceeds from sale of capital assets	-	15,000	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>(667,000)</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (26,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Utilization of Fund Balance</b>		<b>\$ 26,000</b>			

*Please note the Airport Grant Fund and State Fiscal Recovery (ARP) Grant Fund are multi-year budgets and not adopted annually, but at the point the grant is executed by the City. Any change to these funds is achieved by Budget Amendments approved by Mayor & Council.*

# PROCLAMATION



## “NATIONAL AMERICAN INDIAN HERITAGE MONTH”

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS**, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

**WHEREAS**, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.

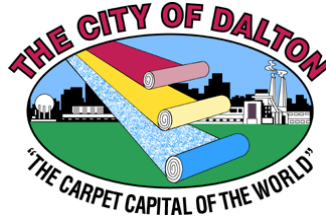
**NOW, THEREFORE**, I, Annalee Sams, Mayor of the City of Dalton, Georgia, hereby proclaim November 2024 as “**NATIONAL AMERICAN INDIAN HERITAGE MONTH**” in the City of Dalton and urge our citizens to observe this month with appropriate programs, ceremonies and activities.

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

Mayor \_\_\_\_\_

Date \_\_\_\_\_ November 18, 2024

# PROCLAMATION



## “SMALL BUSINESS SATURDAY” NOVEMBER 30, 2024



**WHEREAS**, the City of Dalton celebrates our local small businesses and the contributions they make to our community and economy; and

**WHEREAS**, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States that employ 45.9% of the employees in the private sector in the United States; and

**WHEREAS**, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

**WHEREAS**, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

**WHEREAS**, the City of Dalton supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**WHEREAS**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim **November 30, 2024**, as “**SMALL BUSINESS SATURDAY**” in the City of Dalton and urge our citizens to support small businesses and merchants on Small Business Saturday – celebrating its 15<sup>th</sup> year in 2024 - and Shop Small throughout the year.

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

Mayor \_\_\_\_\_

Date November 18, 2024



THE CITY OF DALTON  
MAYOR AND COUNCIL  
WORK SESSION MINUTES  
NOVEMBER 4, 2024

The Mayor and Council held a Work Session this evening at 5:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, Tyree Goodlett and Steve Farrow, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe.

OVERVIEW OF ORDINANCE 24-27 – FINAL DRAFT OF CHAPTER 6 ALCOHOL BEVERAGE

City Attorney Jonathan Bledsoe reviewed the following changes to the current Alcohol Ordinance, the Summary of Changes are as follows:

- Sec. 6-1: Added a definition of “café.” It will have the same hours as other pouring outlets except for restaurants.
2. Sec. 6-1: Slight change to definition of restaurant for clarity.
  3. Sec. 6-7: The powers and duties of mayor and council regarding licenses were changed to show that mayor and council will grant or deny an application after a recommendation by the PSC unless the PSC does not hear the application within 60 days of filing with the clerk. In that instance, the mayor and council can consider the application without a recommendation.
  4. Sec. 6-8: The powers and duties of the PSC were changed to allow PSC to review applications and make a recommendation to mayor and council.
  5. Sec. 6-19: Restaurants are allowed to serve until 2:00a.m. All other pouring outlets must stop serving at 1:00a.m.
  6. Sec. 6-20: Restaurants now may close at 3:00a.m., although they must still stop serving alcohol at 2:00a.m. pursuant to Sec. 6-19. All others must be closed at 1:30a.m.
  7. Sec. 6-70: Added café to the categories of businesses which can obtain a license.
  8. Sec. 6-103: Deleted reference to public recreation area in distance requirements because this is not defined or prohibited in the code.
  9. Sec. 6-107: Clarified that evidence supporting disqualification may be presented before the PSC or Mayor and Council, and a violation sufficient for disqualification may also be considered if a license is tendered while a charge is pending but not adjudicated.
  10. Sec. 6-113: Deleted all alcohol handler’s training requirements.
  11. Sec. 6-146: Added a time limit on requests for hearing following notice of denial of an alcohol license.
  12. Sec. 6-209: Added a provision allowing surrender of license, but the surrender while a charge is pending to get out of that charge is deemed an admission and causes the license to be revoked.
  13. Sec. 6-231: Slight change to reflect the change in 6-209.
  14. Sec. 6-233: Deleted 10-day suspension from 1st offense of sale to underage persons.
  15. Sec. 6-234: • Clarified that the on-record review of the PSC hearing is the only review by mayor and council.  
• Added flexibility to continue the hearing to a date no later than 60 days following the PSC’s decision.

OVERVIEW OF ORDINANCE 24-27 – FINAL DRAFT OF CHAPTER 6 ALCOHOL BEVERAGE

Summary of Changes Continued

- Changed the time on failure to rule resulting in a dismissal from 60 to 90 days to account for the fact that the code says mayor and council must hear it within 60 days of the PSC hearing and issue a decision within 30 days.
- Also required a written decision to be filed with the city clerk in order to start the appeal time set forth in OCGA §5-3-7(b)(2).

16. Sec. 6-235: Deleted section (a) and merged the former section (b) into 6-234 so that there is one review and notice process.

PUBLIC COMMENTS

Rafeek Mughrabi thanked the Mayor and Council for listening to the concerns of the businesses.

ADJOURNMENT

There being no further business to come before the Mayor and Council during the Work Session, the meeting was Adjourned at 6:06 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Approved: \_\_\_\_\_

Post: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
NOVEMBER 4, 2024

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

DEPARTMENT HEAD REPORTS

There were no Department Head Reports.

MINUTES

The Mayor and Council reviewed the Regular Session minutes of October 21, 2024. On the motion of Councilmember Mock, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGE - LOVEMAN LANE

Public Works Director Chad Townsend presented a Traffic Control Change for Loveman Lane which would prohibit parking on both sides of the street for 920 feet north of its intersection with Emery Street. On the motion of Council member Mock, second Council member Goodlett, the Traffic Control Change was approved. The vote was unanimous in favor.

FY-2024 BUDGET AMENDMENT #5

CFO Cindy Jackson presented FY-2024 Budget Amendment #5. Jackson stated that Budget amendment #5 for 2024 amends various funds to adjust budgets to actual revenues, additional expenditures, and setup the 2024 SPLOST budget. On the motion of Council member Mock, second Council member Lama, FY2024 Budget Amendment #5 was approved. The vote was unanimous in favor. A copy of the amendment is a part of these minutes,

RESOLUTION 24-16 AUTHORIZING SALE OF LAND BETWEEN THE CITY OF DALTON D/B/A DALTON UTILITIES AND CHURCH ON THE HILL, INC.

City Administrator Andrew Parker presented Resolution 24-16 Authorizing the sale of land pursuant to O.C.G.A. § 36-37-6 (g) between the City of Dalton d/b/a Dalton Utilities and Church on the Hill, Inc. Parker stated the Church on the Hill, Inc. owns real property abutting Dalton Utilities property along V.D. Parrott Pwky and the church wishes to purchase some undeveloped adjoining property from Dalton Utilities.

RESOLUTION 24-16 AUTHORIZING SALE OF LAND BETWEEN THE CITY OF DALTON  
D/B/A DALTON UTILITIES AND CHURCH ON THE HILL, INC. Continued

Parker stated that O.C.G.A, 36-37-6(g) authorizes municipal corporations to “sell and convey parcels of narrow strips of land incapable of being used independently to abutting property owners where such sales facilitate the enjoyment of the highest and best use of the abutting owner’s property.

Parker further stated the Church agreed to pay \$27,500 to acquire the property (2.105 acres which equates to fair market value with the condition that the Church must maintain a 15-foot buffer along the northern boundary line of the Dalton Utilities property. On the motion of Council member Mock, second Council member Lama, the Resolution was approved. The vote was unanimous in favor.

REAPPOINTMENT - DALTON HOUSING AUTHORITY

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council reappointed George Woodward to the Dalton Housing Authority for a 5-year term to expire on 10/14/2029. The vote was unanimous in favor.

ANNOUNCEMENTS

Special Called Mayor and Council Meeting on Tuesday, November 5, 2024 at 11:00AM for a Second Reading on Ordinance 24-27 To Amend Chapter 6 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned Alcoholic Beverages.

Public Hearing on Millage tax increase to be held at Dalton City Hall on Tuesday, November 5, 2024 at 11:30 AM and 6:00 PM and Special Called Meeting on Tuesday, November 12, 2024 at 5:00 PM to Adopt the Millage Rate.

EXECUTIVE SESSION - REAL ESTATE

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council adjourned into Executive Session at 6:10 p.m. to discuss real estate matters. The vote was unanimous in favor.

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council came out of Executive Session at 6:51 p.m. No Action was taken

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Farrow, second Councilmember Lama the meeting was adjourned at 6:52 p.m.

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Bernadette Chattam  
City Clerk

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Annalee Sams, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

THE CITY OF DALTON  
SPECIAL CALLED  
MAYOR AND COUNCIL MINUTES  
NOVEMBER 5, 2024

The Mayor and Council held a Special Called meeting this morning at 11:00 a.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, Steve Farrow and City Administrator Andrew Parker. Council member Tyree Goodlett was not in attendance.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-27 – Alcohol Beverage Chapter 6

The Mayor and Council held a Second Reading Ordinance 24-27 to Amend Chapter 6 Of The 2001 Revised Code of The City of Dalton, Georgia Captioned "Alcoholic Beverages"; To Provide for An Effective Date; To Provide for The Repeal of Conflicting Ordinances; To Provide for Severability; And for Other Purposes.

City Attorney Jonathan Bledsoe reviewed the following recent changes:

1. Effective date at the end of the ordinance was changed to 1/1/25.
2. Sec. 6-19 changed to allow all pouring outlets to serve until 1:30a.m. on New Year's Day.
3. Sec. 6-19 updated so that the Trade Center has the same serving time as restaurants.
4. Sec. 6-20 updated to remove the closing time for restaurants. We made the same change with respect to the Trade Center for consistency.
5. Updated Sec. 6-20 to allow other pouring outlets to stay open until 2:00a.m. on New Year's Day, although pouring stops at 1:30.
6. Changed "appeal" to "on-record review" in 6-234.
7. Section 6-20 changed to allow "Restaurants and the preferred caterer and concessionaire are not required to close; however, all alcoholic beverages and containers used for alcoholic beverages must be removed by 3:00a.m. from tables or other areas where patrons are permitted in such establishments."

Bledsoe additionally stated with the effective date of January 1, 2025 all licensees applying for a renewal will apply under the new ordinance should it be adopted.

On the motion of Council member Mock, second Council member Farrow, the Ordinance was adopted. The vote was unanimous in favor.

MAYOR AND COUNCIL  
SPECIAL CALLED MEETING  
NOVEMBER 5, 2024

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Farrow, second Council member Mock, the Mayor and Council adjourned the meeting at 11:10 a.m.

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Bernadette Chattam  
City Clerk

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Annalee Sams, Mayor

Recorded

Approved: \_\_\_\_\_

Post: \_\_\_\_\_

THE CITY OF DALTON  
SPECIAL CALLED  
MAYOR AND COUNCIL MINUTES – PUBLIC HEARING #1  
NOVEMBER 5, 2024

The Mayor and Council held a Special Called meeting this morning at 11:30 a.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, Steve Farrow and City Administrator Andrew Parker. Council member Tyree Goodlett was not in attendance.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PRESENTATION OF 2024 MILLAGE TAX INCREASE

City Administration Andrew Parker stated the City is required by law to hold (3) public hearings when adopting a millage rate higher than the calculated rollback rate. Parker stated this is the 1st of three hearings pursuant to the requirements of O.C.G.A. 48-5-32, to publish the presentation of the current year's estimated tax digest and levy along with the history of the tax digest and levy for the past five years.

CFO Cindy Jackson stated the Mayor and Council has tentatively adopted a 2024 millage rate which will require an increase in property taxes by 5.10% above the rollback millage rate. Jackson further stated that the tentative increase will result in a millage rate of 1.936 mills (i.e. the same millage rate as 2024), an increase of .094 mills above the calculated rollback rate. Jackson stated without this tentative tax increase, the millage rate will be no more than 1.842 mills. Jackson continued stating the proposed tax increase for a home with a fair market value of \$200,000 is approximately \$16.92 and non-homesteaded property with a fair market value of \$800,000 is approximately \$75.20.

Parker followed stating that holding the millage flat will allow the City to recover a very de minimis portion of the fund balance contribution the Council has made in 2024 to complete projects. Parker further stated the temporary tax collection order entered by the judge called for 2023 digest plus 10 %. Parker stated after calculations one could have thought that it would have produced a digest of 10% over 2023 values however after doing the math it was significantly lower. Parker further stated that staff concerns were if the city did the roll back it would bring in less revenue than what was calculated on paper because it's been a moving target. Lastly Parker stated that holding the millage flat will be a little bit of insurance to insure the City collects at least what was budgeted for property tax revenues in 2024.

There were no public comments.



MAYOR AND COUNCIL  
SPECIAL CALLED MEETING  
PUBLIC HEARING #1 - 2024 MILLAGE TAX INCREASE  
NOVEMBER 5, 2024

ANNOUNCEMENT

City Administrator Andrew Parker stated The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, GA 30720, Tuesday, November 12, 2024 at 5:00 PM.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Goodlett, second Council member Lama, the Mayor and Council adjourned the meeting at 11:47 a.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded

Approved: \_\_\_\_\_

Post: \_\_\_\_\_

THE CITY OF DALTON  
SPECIAL CALLED  
MAYOR AND COUNCIL MINUTES – PUBLIC HEARING #2  
NOVEMBER 5, 2024

The Mayor and Council held a Special Called meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Nicky Lama, Tyree Goodlett and Steve Farrow, and City Administrator Andrew Parker. Council member Dennis Mock was not in attendance.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PRESENTATION OF 2024 MILLAGE TAX INCREASE

City Administration Andrew Parker stated the City is required by law to hold (3) public hearings when adopting a millage rate higher than the calculated rollback rate. Parker stated this is the 2<sup>nd</sup> of the three hearings pursuant to the requirements of O.C.G.A. 48-5-32, to publish the presentation of the current year's estimated tax digest and levy along with the history of the tax digest and levy for the past five years.

CFO Cindy Jackson stated the Mayor and Council has tentatively adopted a 2024 millage rate which will require an increase in property taxes by 5.10% above the rollback millage rate. Jackson further stated that the tentative increase will result in a millage rate of 1.936 mills (i.e. the same millage rate as 2024), an increase of .094 mills above the calculated rollback rate. Jackson stated without this tentative tax increase, the millage rate will be no more than 1.842 mills. Jackson continued stating the proposed tax increase for a home with a fair market value of \$200,000 is approximately \$16.92 and non-homesteaded property with a fair market value of \$800,000 is approximately \$75.20.

Parker followed stating that holding the millage flat will allow the City to recover a very de minimis portion of the fund balance contribution the Council has made in 2024 to complete projects. Parker further stated the temporary tax collection order entered by the judge called for 2023 digest plus 10%. Parker stated after calculations one could have thought that it would have produced a digest of 10% over 2023 values however after doing the math it was significantly lower. Parker further stated that staff concerns were if the city did the roll back it would bring in less revenue than what was calculated on paper because it's been a moving target. Lastly Parker stated that holding the millage flat will be a little bit of insurance to insure the City collects at least what was budgeted for property tax revenues in 2024.

There were no public comments.

MAYOR AND COUNCIL  
SPECIAL CALLED MEETING  
PUBLIC HEARING #2 - OF 2024 MILLAGE TAX INCREASE  
NOVEMBER 5, 2024

ANNOUNCEMENT

City Administrator Andrew Parker stated The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, GA 30720, Tuesday, November 12, 2024 at 5:00 PM.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Goodlett, second Council member Lama, the Mayor and Council adjourned the meeting at 6:13 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_

THE CITY OF DALTON  
SPECIAL CALLED  
MAYOR AND COUNCIL MINUTES  
NOVEMBER 12, 2024

The Mayor and Council held a Special Called meeting this morning at 5:00 p.m. at City Hall. Present were Mayor Annalee Sams, Council members Dennis Mock, Nicky Lama, and Steve Farrow. City Administrator Andrew Parker and Council member Tyree Goodlett were absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Council member Lama the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Lama, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PRESENTATION FROM CFO CINDY JACKSON

Rollback Millage Rate

CFO Cindy Jackson presented the 2024 Tax Digest and 5 Year History of Levy. Jackson stated that initially, the Council studied keeping the same millage rate from 2023 which would have resulted in a 5.1% increase in collections due to a lack of confidence in the temporary tax digest currently in place. However, she stated after further consideration the recommendation is to adopt the full rollback rate.

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council voted to adopt the rollback millage rate of 1.841 mills which will equate to no property tax increase for 2024.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Council member Farrow, second Council member Mock, the Mayor and Council adjourned the meeting at 5:05 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Annalee Sams, Mayor

Recorded

Approved: \_\_\_\_\_

Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11-18-24

**Agenda Item:** Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at 626 North Glenwood Avenue

**Department:** Administration

**Requested By:** Devon Brooks

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$9,400

**Funding Source if Not in Budget**

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

Purchase Agreement with Allen Headrick for Permanent Stormwater Drainage Easement at 626 North Glenwood Avenue.

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

**This Agreement for the Sale and Purchase of Real Property** (“this Agreement”) dated as of the Effective Date (as defined in Section 12.k below) by and between, **Allen R. Headrick** (the “Seller”) and the **City of Dalton**, a municipal corporation of the State of Georgia (the “Purchaser”).

### W I T N E S S E T H:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase certain real estate more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all improvements thereon; and all appurtenances thereto (the “Property”). The Property has a mailing address as follows: 626 North Glenwood Avenue, Dalton, GA 30720.

2. **Purchase Price.** The purchase price of the Property shall be \$ 1,400.00 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.

3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable fee simple title to the Property. The parties agree that Seller may discharge any outstanding liens and encumbrances out of the purchase money at Closing. At Closing, Seller shall deliver to Purchaser an affidavit concerning the absence of boundary line disputes on the Property, the possession of the Property by Seller, improvements or repairs made on the Property within three (3) months of the Closing date, the absence of legal proceedings against Seller, and such other matters as Purchaser may reasonably require. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers). At Closing Seller will furnish Purchaser with a general warranty deed, properly executed by Seller and delivered to Purchaser, in proper form

4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller’s obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia (“Title Standards”). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.

5. **Proration.** Taxes and other assessments assessed against the Property for the calendar year during which the Closing occurs shall be prorated as of the date of Closing. If the taxes and other assessments of said calendar year are not known on the Closing date, the proration shall be based upon the actual taxes and

other assessments for the immediately preceding calendar year, and Purchaser and Seller shall adjust the proration at such time as the actual taxes or other assessments for the calendar year of the Closing are billed.

6. **Closing.** The closing date of this transaction (the "Closing") shall be on \_\_\_\_\_, 2024, at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.

7. **Risk of Loss.** Seller shall bear all risk of loss or damage from any casualty suffered by any and all improvements and personal property located on the Property until such time as legal title has passed to or possession given to Purchaser, but shall be entitled to recover from the Purchaser for any damage or loss caused by Purchaser's negligence. In the event that the improvements or personal property sustain substantial damage or total destruction, prior to the date of Closing, either party shall have the right to declare this Agreement null and void, and the earnest money shall then be returned to Purchaser and the parties shall have no further liability hereunder.

8. **Use of Property.** Seller warrants that the Property and the use of the Property is currently in compliance with all zoning ordinances, building codes, fire codes or regulations and all other laws, regulations or ordinances which are applicable to the Property or its present use. Seller further warrants and represents that Seller has received no notice of any violation or pending change in any such ordinance, law or regulation which, if enforced or enacted, would result in the noncompliance of the Property with any such ordinance, law or regulation. Seller shall reaffirm such warranty and representation at Closing.

9. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

10. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

11. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

**12. Miscellaneous Provisions.**

- a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.
- b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

e. *Time of the Essence.* Time is of the essence of each and every provision of this Agreement.

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten



signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

l. *Time Limit of Offer.* The offer made herein by <sup>CITY</sup> ~~Dalton~~ shall expire at 2 o'clock P.m. on the date 12/04/2024

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

**SELLER:**

**PURCHASER:**

  
\_\_\_\_\_  
**Allen R. Headrick** (Seal)

**City of Dalton**  
By: \_\_\_\_\_ (Seal)  
Title: \_\_\_\_\_

Seller Contact Information:  
Mailing Address:

Purchaser Contact Information:  
Mailing Address:

1505 THORNEBROOKE CIRCLE  
DALTON GA 30720

Phone: 706 459 1812

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Execution: 11/4, 2024.

Date of Execution: \_\_\_\_\_, 2024.

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, being in the City of Dalton, and being more particularly described according to a plat of survey prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated April 17, 2001, and being more particularly described according to said survey as follows:

BEGINNING at a railroad spike at the southeast corner of the intersection of Glenwood Avenue and Matilda Street; thence north 88 degrees 53 minutes 59 seconds east, along the south right of way line of Matilda Street, 156.79 feet to a railroad spike (said point being located 74 feet westerly, as measured along the south right of way line of Matilda Street, from a 1 inch open top pipe south on the south right of way line of Matilda Street); thence south 02 degrees 50 minutes 22 seconds west, along the west line of property now or formerly owned by Mountain Ridge Baptist Church, 169.49 feet to an iron pin; thence south 89 degrees 11 minutes 00 seconds west 31.80 feet to an iron pin; thence north 10 degrees 21 minutes 00 seconds east 8.90 feet to an iron pin; thence north 80 degrees 30 minutes 35 seconds west, along and beyond a chain link fence, 138.08 feet to an iron pin on the east right of way line of Glenwood Avenue (said point being located 33.80 feet northerly, as measured along the east right of way line of Glenwood Avenue from an iron pin on the east right of way line of said Glenwood Avenue); thence north 07 degrees 35 minutes 38 seconds east, along the east right of way line of Glenwood Avenue, 136.40 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 3456 Page 220, Whitfield County, Georgia Land Records.

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## STORM DRAINAGE EASEMENT

**Georgia, Whitfield County**

**This Storm Drainage Easement** (this “Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **Allen R. Headrick**, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit “A,” attached hereto and made a part hereof by reference (the “Servient Property”); and

**WHEREAS**, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **North Elm Street** the “City Property”); and

**WHEREAS**, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the “Municipal Storm Sewer”) and being located on that certain portion of the Servient Property more particularly described as the “20-Ft Permanent Drainage Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Permanent Storm Drainage Easement”); and

**WHEREAS**, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement, and being located on either side thereof (collectively the “Construction Easement”) and being located on that certain portion of the Servient Property more particularly described as the “Temporary Construction

Easement” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**WHEREAS**, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all water and flooding of the Servient Property; and

**WHEREAS**, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the City Property into the Municipal Storm Sewer;

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses to said jurisdiction and venue.

8. *Severability.* The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

11. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express

Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), (C) transmitted via certified U.S. Mail return receipt requested, or (D) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A), (B), or (C) above. Notices shall not be given by any other means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; (C) on the date signed for if transmitted via certified U.S. Mail; or (D) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto. The addresses for Notices given pursuant to this Agreement shall be as follows:

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

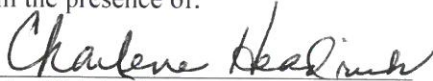
If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:



Unofficial Witness

  
Notary Public

My commission expires

No Official Seal

12/06/25



**GRANTOR:**

 (Seal)  
Allen R. Headrick

**RECEIPT ACKNOWLEDGED BY:**

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

[Notarial Seal]

**GRANTEE:**

**City of Dalton, Georgia**

By \_\_\_\_\_

Title:

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, being in the City of Dalton, and being more particularly described according to a plat of survey prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated April 17, 2001, and being more particularly described according to said survey as follows:

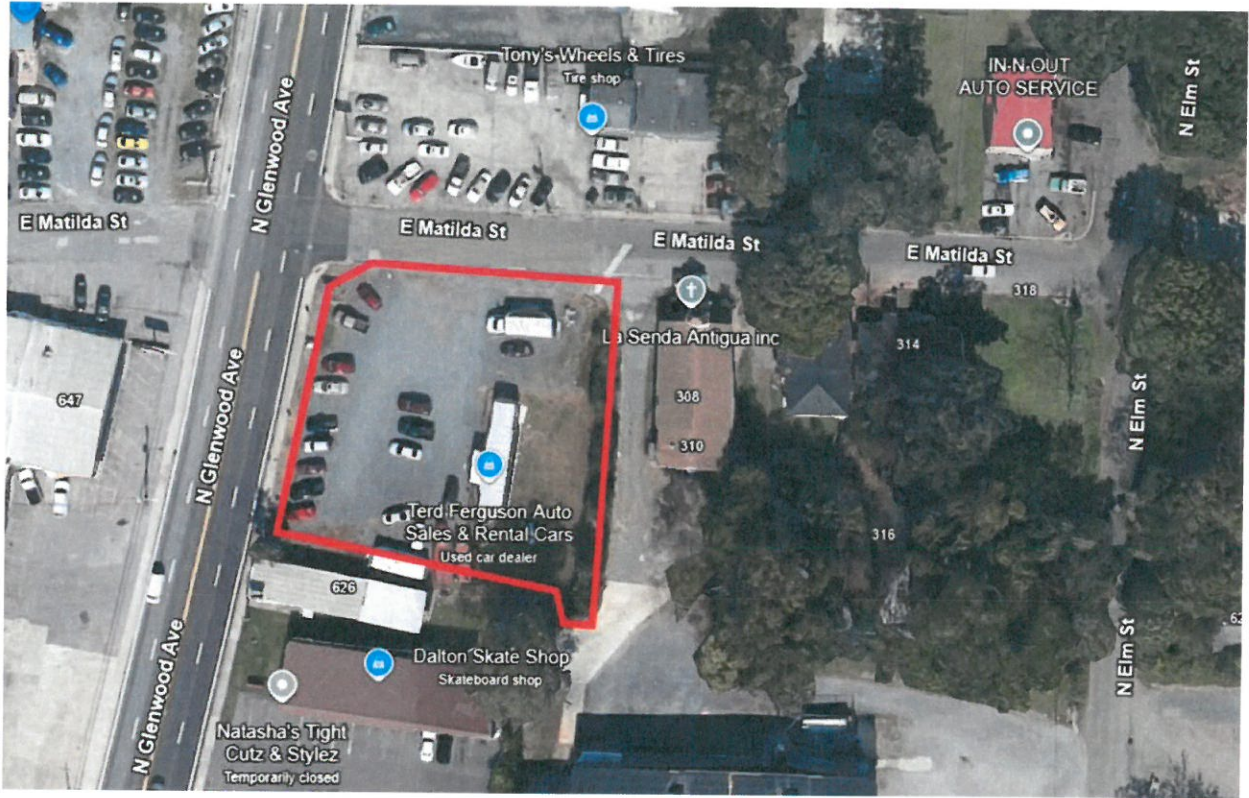
BEGINNING at a railroad spike at the southeast corner of the intersection of Glenwood Avenue and Matilda Street; thence north 88 degrees 53 minutes 59 seconds east, along the south right of way line of Matilda Street, 156.79 feet to a railroad spike (said point being located 74 feet westerly, as measured along the south right of way line of Matilda Street, from a 1 inch open top pipe south on the south right of way line of Matilda Street); thence south 02 degrees 50 minutes 22 seconds west, along the west line of property now or formerly owned by Mountain Ridge Baptist Church, 169.49 feet to an iron pin; thence south 89 degrees 11 minutes 00 seconds west 31.80 feet to an iron pin; thence north 10 degrees 21 minutes 00 seconds east 8.90 feet to an iron pin; thence north 80 degrees 30 minutes 35 seconds west, along and beyond a chain link fence, 138.08 feet to an iron pin on the east right of way line of Glenwood Avenue (said point being located 33.80 feet northerly, as measured along the east right of way line of Glenwood Avenue from an iron pin on the east right of way line of said Glenwood Avenue); thence north 07 degrees 35 minutes 38 seconds east, along the east right of way line of Glenwood Avenue, 136.40 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 3456 Page 220, Whitfield County, Georgia Land Records.





**Appraisal of  
626 North Glenwood Avenue  
Dalton, Georgia 30720**



**Appraised by:  
John P. Murray, MAI  
Date of Valuation: August 15, 2024**

CHILDERS ASSOCIATES  
REAL ESTATE CONSULTANTS AND APPRAISERS  
321 FOURTEENTH STREET, N.W.  
ATLANTA, GEORGIA 30318  
TELEPHONE: (404) 876-5100  
FAX: (404) 876-8863

DAVID W. CHILDERS, MAI  
JOHN P. MURRAY, MAI  
CHAD LIESKE

September 27, 2024



Ms. Devon Brooks  
Special Projects Coordinator  
City of Dalton  
535 Elm Street  
Dalton, Georgia 30722

Re: Appraisal of 626 North Glenwood  
Avenue  
Dalton, Georgia 30720  
Glenwood Avenue Drainage Project  
Tax ID: 12-200-10-014  
Childers Associates File No. 031.1-24

Dear Ms. Brooks:

In accordance with your request, I analyzed the updated project plans submitted to me for the purpose of updated my previous appraisal, dated August 29, 2024. This update appraisal revises the sizes of the proposed acquisitions and the estimated just compensation due to the property owner. I have not reinspected the subject property for this update. The descriptions and analyses presented in the previous appraisal are included herein unless otherwise noted.

I inspected the above referenced property for the purpose of estimating the market value of the property rights proposed for acquisition. Additionally, I also considered the impact of the proposed acquisitions on the remaining property and determined that the remainder is unaffected by the acquisitions. Therefore, only the underlying land and property rights acquired will be appraised. The attached analysis and conclusions represent an appraisal presented in a summary report format. All of the supporting data and analysis needed to fully understand the appraisal is included herein.

The purpose of the appraisal is to establish the just compensation due to the property owner in consideration of the proposed acquisitions. The intended use of the document is to facilitate the City of Dalton's negotiations to acquire the necessary property rights from the property owner. The intended users of the report are the City of Dalton – as the client – and its authorized representatives, including yourself.

Page 2  
Ms. Devon Brooks  
September 27, 2024

The effective date of value for the appraisal is the date of my most recent inspection, August 15, 2024. Based on my analysis included herein, the estimated just compensation for the proposed acquisitions is:

**Award Summary**

Market Value of Parts Acquired	
Land	\$6,676
Improvements	<u>0</u>
Total	\$6,676
Temporary Construction Easement	\$2,700
Consequential Damages	<u>\$0</u>
Total Award	\$9,376
As Rounded	\$9,400

It has been a pleasure to serve you in this matter. If you have any questions concerning the attached appraisal, please do not hesitate to contact me.

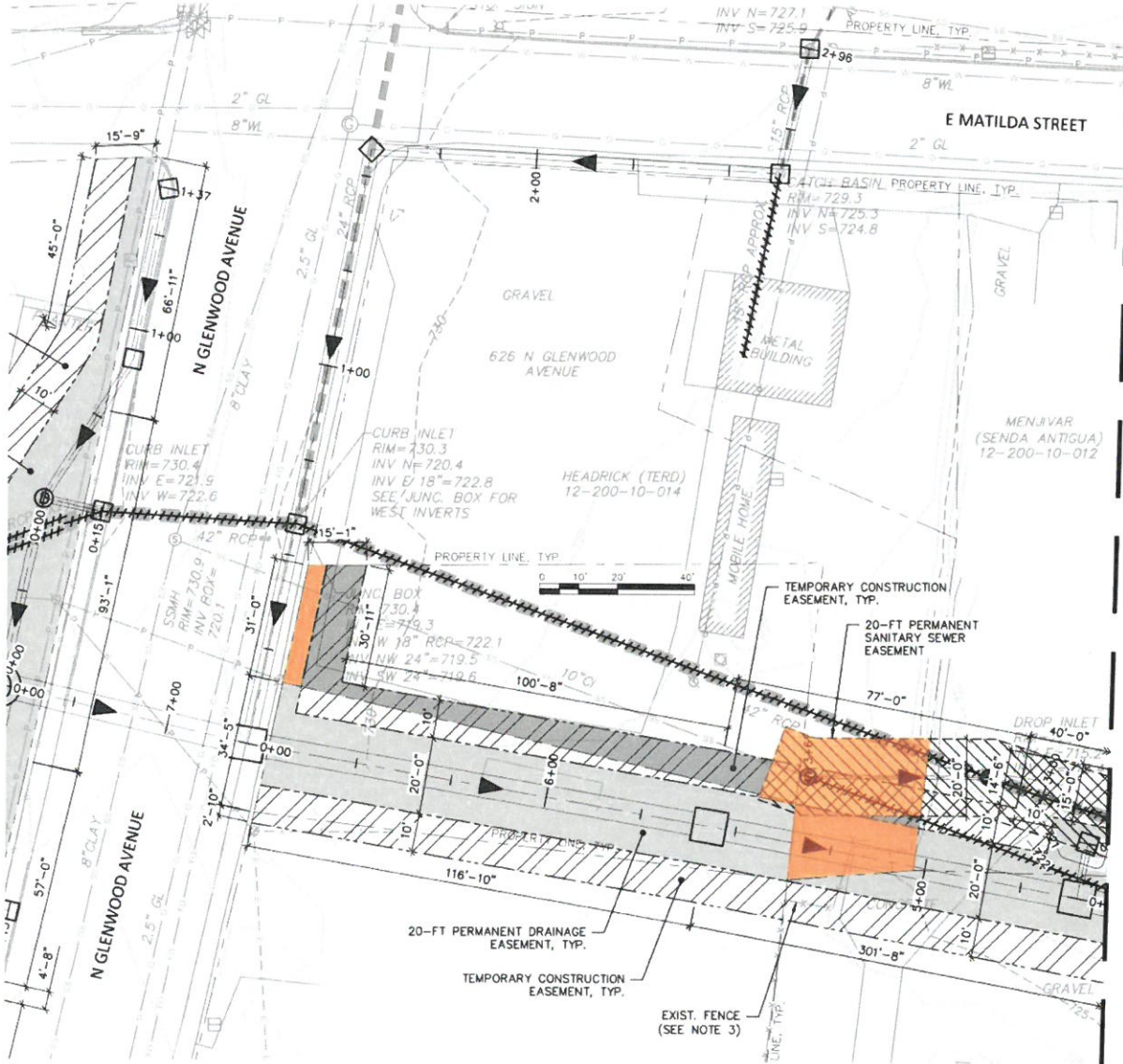
Sincerely,



John P. Murray, MAI  
Certified General Real Property Appraiser  
State of Georgia No. 261994  
Date of Expiration: November 30, 2024

# DESCRIPTION OF PART ACQUIRED

## Land



### Permanent Easements

Size:

Easement 1: 155 square feet (along Glenwood)

Easement 2: 1,299 square feet (southeast corner)

Total: 1,454 square feet (shown in orange)

NOTE: The easements include one permanent drainage easement and one permanent sewer easement. The easement area is allocated as approximately 732 square feet for the sewer and 722 square feet for drainage.

General shape: Irregular (see sketch)  
 Approximate dimensions: Easement 1: 31 feet along Glenwood and 5 feet deep  
 Easement 2: About 32.5 feet wide on the southern edge, a combined 38 feet wide on the northern boundary; the southern portion ranges from 6.7 feet deep on the eastern edge to 17.50 feet deep on the western edge while the northern portion ranges from about 19.7 feet deep on the western side to about 20.8 feet on the eastern side.

Topography: Level but sloping downward to the southeast  
 Flood plain/Wetlands: None  
 Access/Driveways: The easements are situated along the southern portion of the Glenwood Avenue frontage and along the southern portion of the tract; access is not impacted by the acquisitions.

Remarks/Conclusions: The permanent easements are for the installation and maintenance of a 68-inch by 43-inch, elliptical concrete pipe that will be used for stormwater drainage; the easement will also be used to expand the existing sanitary sewer lines. The easements will allow the contractor the right to access and use the encumbered areas for the purpose of the project. The easement areas are too small and irregular in shape to support independent development. Therefore, the tract will be valued as part of the whole.

#### **Temporary Construction Easement**

Size: Easement 1: 1,012 square feet (along Glenwood)  
 Easement 2: 27 square feet (southeast corner)  
 Total: 1,039 square feet (shown in grey)

General shape: Irregular  
 Approximate dimensions: See sketch  
 Topography: Level but sloping downward to the southeast  
 Flood plain/Wetlands: None  
 Access/Driveways: None; the temporary easements are located to the rear of the permanent easements and do not have access to Glenwood Avenue.

Remarks/Conclusions: The easements are highly irregular in shape and lack sufficient depth and dimensions to support any independent use. The acquisitions will therefore be considered as part of the whole.

#### **Improvements**

The acquisition areas are unimproved.

## IMPACT OF ACQUISITION ON REMAINDER

Size:	Unchanged
Shape:	Unchanged
Topography:	Unchanged
Grade:	Unchanged
Access/Driveways:	Unchanged
Exposure:	Unchanged
Distance to New Right of Way:	N/A
Distance to New Pavement:	N/A
Parking:	N/A
Describe Cross Sections:	N/A
Other:	The acquisitions will diminish the property rights slightly as a 1,454-square foot permanent easement is established on the land. The diminished property rights do not impact the use or utility of the land and have no impact on the remainder.

How does the acquisition affect the value of the remainder?

The acquisition involves two permanent easements for the installation and maintenance of a stormwater drain pipe and a sanitary sewer pipe and a temporary construction easement that will allow the contractor the right to access the encumbered areas. The easements are fairly small and do not alter the use or utility of the subject remainder. In this regard, the acquisitions are judged to have no impact on the value of the remainder.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11-18-24

**Agenda Item:** Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement at 308 E. Matilda Street

**Department:** Administration

**Requested By:** Devon Brooks

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$9,400

**Funding Source if Not in Budget**

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

Purchase Agreement with Jose Efrain Menjivar for Permanent Stormwater Drainage Easement at 308 East Matilda Street.



## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

**This Agreement for the Sale and Purchase of Real Property** ("this Agreement) dated as of the Effective Date (as defined in Section 12.k below) by and between, **Jose Efrain Menjivar d/b/a Lasenda Antigua** (the "Seller") and the **City of Dalton**, a municipal corporation of the State of Georgia (the "Purchaser").

### W I T N E S S E T H:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase certain real estate more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all improvements thereon; and all appurtenances thereto (the "Property"). The Property has a mailing address as follows: 308 East Matilda Street, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$ 2,400.00 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable fee simple title to the Property. The parties agree that Seller may discharge any outstanding liens and encumbrances out of the purchase money at Closing. At Closing, Seller shall deliver to Purchaser an affidavit concerning the absence of boundary line disputes on the Property, the possession of the Property by Seller, improvements or repairs made on the Property within three (3) months of the Closing date, the absence of legal proceedings against Seller, and such other matters as Purchaser may reasonably require. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers). At Closing Seller will furnish Purchaser with a general warranty deed, properly executed by Seller and delivered to Purchaser, in proper form
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller's obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia ("Title Standards"). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Proration.** Taxes and other assessments assessed against the Property for the calendar year during which the Closing occurs shall be prorated as of the date of Closing. If the taxes and other assessments of said calendar year are not known on the Closing date, the proration shall be based upon the actual taxes and

other assessments for the immediately preceding calendar year, and Purchaser and Seller shall adjust the proration at such time as the actual taxes or other assessments for the calendar year of the Closing are billed.

6. **Closing.** The closing date of this transaction (the "Closing") shall be on \_\_\_\_\_ at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.

7. **Risk of Loss.** Seller shall bear all risk of loss or damage from any casualty suffered by any and all improvements and personal property located on the Property until such time as legal title has passed to or possession given to Purchaser, but shall be entitled to recover from the Purchaser for any damage or loss caused by Purchaser's negligence. In the event that the improvements or personal property sustain substantial damage or total destruction, prior to the date of Closing, either party shall have the right to declare this Agreement null and void, and the earnest money shall then be returned to Purchaser and the parties shall have no further liability hereunder.

8. **Use of Property.** Seller warrants that the Property and the use of the Property is currently in compliance with all zoning ordinances, building codes, fire codes or regulations and all other laws, regulations or ordinances which are applicable to the Property or its present use. Seller further warrants and represents that Seller has received no notice of any violation or pending change in any such ordinance, law or regulation which, if enforced or enacted, would result in the noncompliance of the Property with any such ordinance, law or regulation. Seller shall reaffirm such warranty and representation at Closing.

9. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

10. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

11. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

**12. Miscellaneous Provisions.**

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

e. *Time of the Essence.* Time is of the essence of each and every provision of this Agreement.

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten

signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

l. *Time Limit of Offer.* The offer made herein by \_\_\_\_\_ shall expire at 11 o'clock 4.m. on the date 11/18/2024.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

**SELLER:**

**PURCHASER:**

**City of Dalton**

 (Seal)

By: \_\_\_\_\_ (Seal)

Jose Efrain Menjivar  
d/b/a Lasenda Antigua

Title:

Seller Contact Information:

Purchaser Contact Information:

Mailing Address:

Mailing Address:

817 Luckiest

Dalton GA 30720

Phone: 706 288 8625

Phone: \_\_\_\_\_

Email: Josee.menjivar@t4h.com

Email: \_\_\_\_\_

Date of Execution: 11-6, 2024.

Date of Execution: \_\_\_\_\_, 2024.

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 201 in the 12th District and 3rd Section of Whitfield County, Georgia, being in the City of Dalton, and being more particularly described as follows:

BEGINNING at a point on the south side of Matilda Street, said point being located 150 feet east, along the south side of Matilda Street, from the southeast corner of the intersection of said Matilda Street and North Depot Street; thence east, along the south side of Matilda Street, 74 feet, more or less, to a point; thence south 165 feet, more or less, to a point; thence west 74 feet, more or less, to a point; thence north 165 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 4061 Page 234, Whitfield County, Georgia Land Records.

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **Jose Efrain Menjivar d/b/a Lasenda Antigua**, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit "A," attached hereto and made a part hereof by reference (the "Servient Property"); and

**WHEREAS**, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **North Elm Street** the "City Property"); and

**WHEREAS**, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the "Municipal Storm Sewer") and being located on that certain portion of the Servient Property more particularly described as the "20-Ft Permanent Drainage Easement" on the drawing attached hereto as Exhibit "B," attached hereto and made a part hereof by reference (the "Permanent Storm Drainage Easement"); and

**WHEREAS**, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement, and being located on either side thereof (collectively the "Construction Easement") and being located on that certain portion of the Servient Property more particularly described as the "Temporary Construction

Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**WHEREAS**, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all water and flooding of the Servient Property; and

**WHEREAS**, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the City Property into the Municipal Storm Sewer;

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses to said jurisdiction and venue.

8. *Severability.* The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

11. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express



Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), (C) transmitted via certified U.S. Mail return receipt requested, or (D) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A), (B), or (C) above. Notices shall not be given by any other means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; (C) on the date signed for if transmitted via certified U.S. Mail; or (D) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto. The addresses for Notices given pursuant to this Agreement shall be as follows:

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Charles K. Reader  
Unofficial Witness

[Signature]  
Notary Public

My commission expires 12/06/2008  
Notarial Seal



**GRANTOR:**

Jose Efrain Menjivar d/b/a Lasenda (Seal)  
Jose Efrain Menjivar d/b/a Lasenda  
Antigua  
[Signature]

**RECEIPT ACKNOWLEDGED BY:**

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

[Notarial Seal]

**GRANTEE:**

**City of Dalton, Georgia**

By \_\_\_\_\_  
Title:

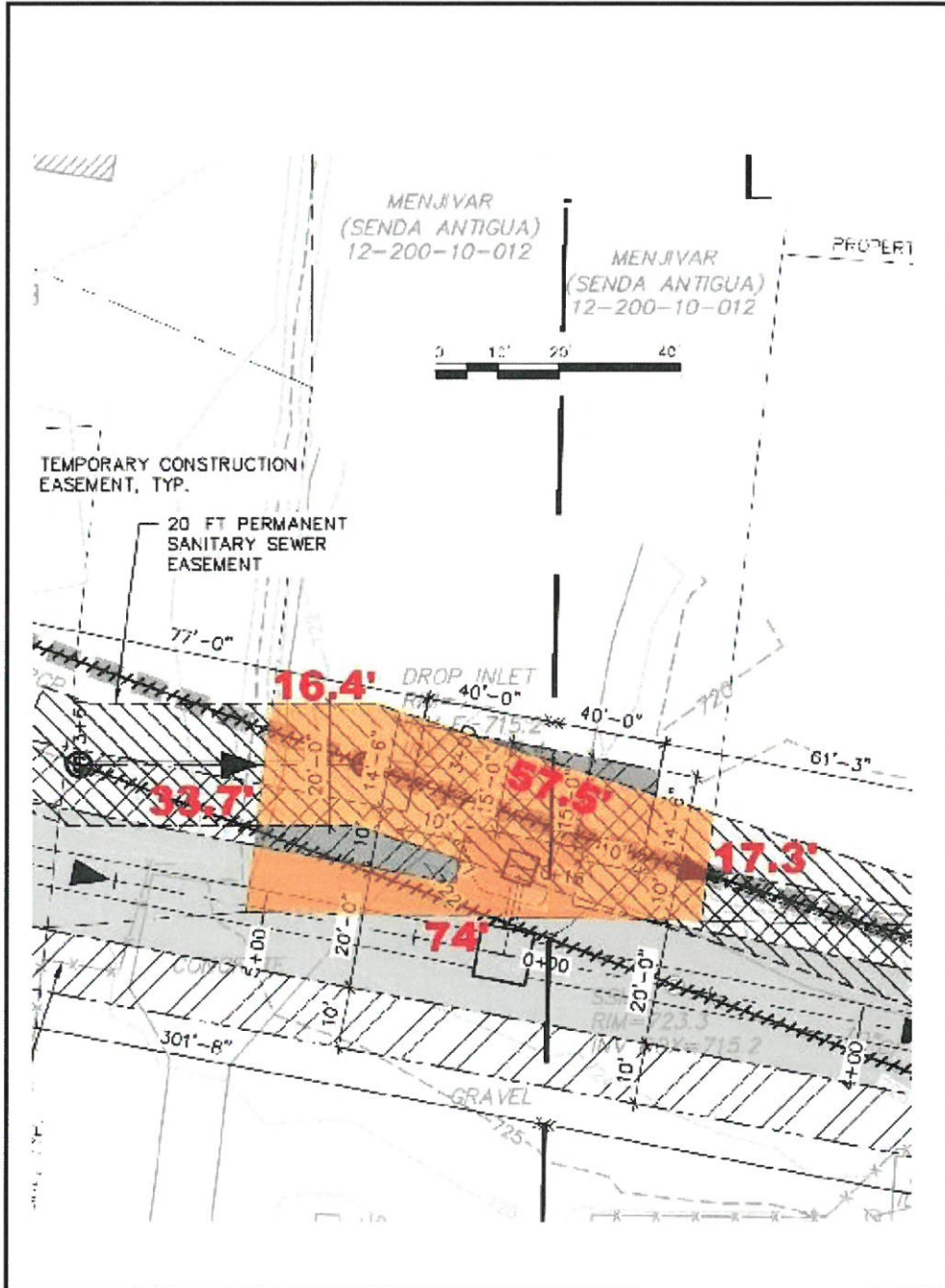
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BEGINNING at a point on the south side of Matilda Street, said point being located 150 feet east, along the south side of Matilda Street, from the southeast corner of the intersection of said Matilda Street and North Depot Street; thence east, along the south side of Matilda Street, 74 feet, more or less, to a point; thence south 165 feet, more or less, to a point; thence west 74 feet, more or less, to a point; thence north 165 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 4061 Page 234, Whitfield County, Georgia Land Records.

# EXHIBIT "B"



**Appraisal of  
308 East Matilda Street  
Dalton, Georgia 30720**



**Appraised by:  
John P. Murray, MAI  
Date of Valuation: August 15, 2024**

CHILDERS ASSOCIATES  
REAL ESTATE CONSULTANTS AND APPRAISERS  
321 FOURTEENTH STREET, N.W.  
ATLANTA, GEORGIA 30318  
TELEPHONE: (404) 876-5100  
FAX: (404) 876-8863

DAVID W. CHILDERS, MAI  
JOHN P. MURRAY, MAI  
CHAD LIESKE

September 27, 2024



Ms. Devon Brooks  
Special Projects Coordinator  
City of Dalton  
535 Elm Street  
Dalton, Georgia 30722

Re: Appraisal of 308 East Matilda Street  
Dalton, Georgia 30720  
Glenwood Avenue Drainage Project  
Tax ID: 12-200-10-012  
Childers Associates File No. 032.1-24

Dear Ms. Brooks:

In accordance with your request, I analyzed the updated project plans submitted to me for the purpose of updated my previous appraisal, dated September 5, 2024. This update appraisal revises the sizes of the proposed acquisitions and the estimated just compensation due to the property owner. I have not reinspected the subject property for this update. The descriptions and analyses presented in the previous appraisal are included herein unless otherwise noted.

I inspected the above referenced property for the purpose of estimating the market value of the property rights proposed for acquisition. Additionally, I have also considered the impact of the proposed acquisitions on the remaining property and determined that the remainder is unaffected by the acquisitions. Therefore, only the underlying land and property rights acquired will be appraised. The attached analysis and conclusions represent an appraisal presented in a summary report format. All of the supporting data and analysis needed to fully understand the appraisal is included herein.

The purpose of the appraisal is to establish the just compensation due to the property owner in consideration of the proposed acquisitions. The intended use of the document is to facilitate the City of Dalton's negotiations to acquire the necessary property rights from the property owner. The intended users of the report are the City of Dalton – as the client – and its authorized representatives, including yourself.

Page 2  
Ms. Devon Brooks  
September 27, 2024

The effective date of value for the appraisal is the date of my most recent inspection, August 15, 2024. Based on my analysis included herein, the estimated just compensation for the proposed acquisitions is:

**Award Summary**

Market Value of Parts Acquired	
Land	\$7,871
Improvements	<u>1,007</u>
Total	\$8,878
Temporary Construction Easement	\$445
Consequential Damages	<u>\$0</u>
Total Award	\$9,323
As Rounded	\$9,400

It has been a pleasure to serve you in this matter. If you have any questions concerning the attached appraisal, please do not hesitate to contact me.

Sincerely,



John P. Murray, MAI  
Certified General Real Property Appraiser  
State of Georgia No. 261994  
Date of Expiration: November 30, 2024





### Permanent Easements

Size:	2,078 square feet; the permanent easement includes one permanent drainage easement and one permanent sewer easement; we have allocated by scaled measurement the easements as follows: Drainage Easement: 557 square feet Sewer Easement: 1,390 square feet Overlap: 131 square feet
General shape:	Rectangle (see sketch)
Approximate dimensions:	See sketch
Topography:	Level but sloping downward to the east and southeast
Flood plain/Wetlands:	None
Access/Driveways:	The easements are situated along the southern portion of the property and do not impact the access to the site.
Remarks/Conclusions:	The permanent easements are for the installation and maintenance of a 43-inch by 68-inch, elliptical concrete drainage pipe and an expansion of the existing sanitary sewer lines. The easements will allow the contractor the right to access and use the encumbered areas for the purpose of the project. The easement areas are too small and irregular in shape to support independent development. Therefore, the tract will be valued as part of the whole.

### Temporary Construction Easement

Size:	Easement 1: 166 square feet (center) Easement 2: 43 square feet (northern edge) Total: 209 square feet (shown in grey)
General shape:	Irregular
Approximate dimensions:	See sketch
Topography:	Level but sloping downward to the southeast
Flood plain/Wetlands:	None
Access/Driveways:	None
Remarks/Conclusions:	The easements are highly irregular in shape and lack sufficient depth and dimensions to support any independent use. The acquisitions will therefore be considered as part of the whole.

### Improvements

The acquisition area is improved with 2,078 square feet of asphalt pavement. The pavement is used for parking for the subject church use. The site improvement will be acquired as part of the project.

## IMPACT OF ACQUISITION ON REMAINDER

Size:	Unchanged
Shape:	Unchanged
Topography:	Unchanged
Grade:	Unchanged
Access/Driveways:	Unchanged
Exposure:	Unchanged
Distance to New Right of Way:	N/A
Distance to New Pavement:	N/A
Parking:	N/A
Describe Cross Sections:	N/A
Other:	The acquisitions will diminish the property rights slightly as a 2,078-square foot permanent easement is established on the land. The diminished property rights do not impact the use or utility of the land and have no impact on the remainder.

How does the acquisition affect the value of the remainder?

The acquisition involves two permanent easements for the installation and maintenance of a stormwater drain pipe and a sanitary sewer pipe. The easements are fairly small and do not alter the use or utility of the subject remainder. In this regard, the acquisitions are judged to have no impact on the value of the remainder.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 11-18-24  
**Agenda Item:** Memorandum of Understanding with the Carter Hope Center  
**Department:** Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$24,000/year

**Funding Source if Not in Budget**

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

Memorandum of Understanding with the Carter Hope Center for Narcotics Anonymous and other programs in the City of Dalton to address and treat drug addiction. The \$24,000/year will be funded from the National Opioids Settlement.

## MEMORANDUM OF UNDERSTANDING

### GEORGIA, WHITFIELD

**THIS MEMORANDUM OF UNDERSTANDING** (“Agreement”) is made and entered into this the \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and W.O.L., INC., d/b/a Carter Hope Center, a Georgia non-profit corporation (hereinafter referred to as “CHC.”)

#### WITNESSETH:

**WHEREAS**, CHC hosts Narcotics Anonymous and other programs in the City of Dalton which are designed to address and treat drug addiction; and

**WHEREAS**, the City has determined that there is a significant public benefit to the City by operation of CHC; and

**WHEREAS**, the City desires to provide certain funding for CHC through funds received (“Settlement Funds”) from the settlement of certain litigation against certain opioid distributors and others, which is commonly referenced as the “National Opioids Settlement.”

**WHEREAS**, Narcotics Anonymous and other programs conducted or supported by CHC are an approved use of settlement funds pursuant to the National Opioids Settlement as identified on Exhibit E, Schedule B of the Settlement Agreement in the National Opioids Settlement (“Approved Uses”), which is attached hereto and incorporated herein as Exhibit 1; and

**WHEREAS**, the City desires to allocate the sum of twenty-four thousand dollars (\$24,000.00) from Settlement Funds to CHC for such Approved Uses by CHC;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CHC herewith agree as follows:

-1-

The City shall remit to CHC the total sum of twenty-four thousand dollars (\$24,000.00) (“City Funds”) from the Settlement Funds, which may be paid via a lump sum or in monthly installments for no more than one year from the date of this Agreement, in the sole discretion of the City.

-2-

CHC shall use the City Funds only for the operation of CHC and only for Approved Uses, including rent, utilities, program materials, and supplies.

1.

**-3-**

CHC shall provide the City with a complete financial statement showing the use of the City Funds after the City Funds have been exhausted and at such other times as may be reasonably requested by the City while CHC is utilizing City Funds.

**-4-**

CHC may make subsequent requests for funding by the City, which may be documented by subsequent agreement; however, nothing in this Agreement shall obligate the City to provide any such funds.

**-5-**

If the City makes a lump sum payment and CHC subsequently ceases operation or ceases to provide programming which constitutes one of the Approved Uses, the City shall be entitled to receive a prompt refund of any unused City Funds.

**-6-**

If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

**-7-**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

**-8-**

This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.

**-9-**

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail, as addressed as follows:

2.

As to the City: City Administrator  
City of Dalton  
P.O. Box 1205  
Dalton, GA 30722-1205

As to CHC: Carter Hope Center  
c/o Director  
506 East Hawthorne Street  
Dalton, GA 30721

or to such other address as shall be furnished by notice to the other party.

-10-

No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

-11-

The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

**IN WITNESS WHEREOF**, we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

**City of Dalton**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tempore

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk  
(SEAL)

**W.O.L., Inc. d/b/a Carter Hope Center**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
[Corporate Seal]

# **EXHIBIT 1**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.



8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.



10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11/18/24

**Agenda Item:** Burr Park Roof Extension Design/Build Contract

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved by City Attorney?** No

**Cost:** \$38,300

**Funding Source if Not in Budget** General Fund & Donated Funds

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

This request is to approved the Burr Park Roof Extension Design/Build contract in the amount of \$38,300 with Leonard Construction, Incorporated.

Approximately \$13,300 of the contract will be covered by the Public Works Department general fund account that is set aside for Burr Park and the remaining \$25,000 of the contract will be funded by a generously donated funds.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL CONSTRUCTION**

**AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 18th day of November, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Leonard Brothers Construction, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 101 S Hamilton St., Dalton, GA 30720 upon which the Public Works Department operates Burr Performing Arts Park; and

WHEREAS, CITY desires to construct a roof expansion upon said Property; and

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 101 S Hamilton St., Dalton, GA 30720, hereinafter "subject property".

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

Days: 6 days a week if needed,

Time of day: 7:00 am to 7:00 PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Public Works Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director.

The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept

and stored in proper receptacles and secured thorn access by the public at the subject properly during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals – Design/Build Burr Park Stage Roof Extension which is included herein by reference and the specifications provided in the CONTRACTOR’s proposal attached hereto as Exhibit “A”, hereinbefore and after “the project”.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on November 25, 2024.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before January 31st, 2025.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 38,300.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 300.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

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

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

property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:
  - (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
  - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
  - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
  - (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
  - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
  - (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
  - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
  - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
  - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project;
  - (e) to use the subject property in a safe, careful and lawful manner;
  - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect

CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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



costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

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

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

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

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

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

(1) **Workers' Compensation statutory limits;**

(2) **Employer's Liability:**

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

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

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

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

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

(d) **Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.**

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

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

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

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

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: Public Works Department/Chad Townsend  
300 W Waugh Street  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Leonard Brothers Construction  
P.O. Box 1950  
Chatsworth, GA 30705

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

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

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

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy

or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

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

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

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of one (1) year from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Design/Build Burr Park Stage Roof Extension.

23. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

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

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

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

CONTRACTOR:

LEONARD CONSTRUCTION, INC.

BY: \_\_\_\_\_  
*Paul Lee*

TITLE: C.F.O.

CITY:

CITY OF DALTON, GEORGIA

BY: \_\_\_\_\_

MAYOR

ATTEST: \_\_\_\_\_

# Exhibit A

## Request for Proposal Packet

**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
**PROJECT:**

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
PO BOX 1205  
DALTON, GEORGIA 30722**

**ADVERTISEMENT FOR PROPOSAL**

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

Sealed proposals will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

**FRIDAY, NOVEMBER 12, 2024 AT 2:00 PM**

for the furnishing of all design, permitting, materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

The structural design for and construction of an extension to the existing roof on the stage located at Burr Performing Arts Park. The roof of the stage at Burr Park stops short of the existing cantilever beams and the desire is to utilize the existing cantilever beams to extend the roof approximately +/-12' to the rear of stage. The roof extension should match the construction of the existing structural elements, decking material and roofing material.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the proposal package, contract, related documents and State and Federal Law.

The proposal package and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

A **Mandatory** pre-bid meeting is scheduled for **1:00 PM Friday, November 5, 2024** to be held onsite at Burr Performing Arts Park, 101 S Hamilton St – Dalton, GA 30720. Please reserve time to tour the site location. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the proposal documents should be submitted in writing via email by the **questions deadline of 2:00 PM November 6, 2024**. Questions must be directed to Chad Townsend at: [ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date.

Design/Build Proposers are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all design, work, and the contract duration shall be 10 weeks from notice to proceed. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents and the proposal package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: [ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov).

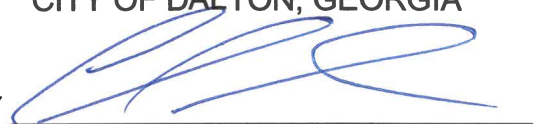
Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the proposal, **if the proposal is over \$100,000**, to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY



Chad Townsend  
Director of Public Works



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## SECTION 0100 – INFORMATION FOR PROPOSERS

### 0101 RECEIPT AND OPENING OF PROPOSALS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites DESIGN/BUILD PROPOSALS on the form attached hereto, all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30722 until NOVEMBER 12, 2024 AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the proposals must be sealed and designated as the proposal for the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposal may withdraw a proposal within 60 days after the actual date of the opening thereof.

### 0102 PREPARATION OF PROPOSAL

Each proposal must be submitted on the prescribed form attached as “Exhibit C”. All blank spaces for proposal prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

It is desired, that each proposal be inclusive of Contractor Qualifications, Structural Engineer Design Firm Qualifications, references for Contractor, references for Structural Engineer, and construction schedule.

Each proposal must be submitted in a sealed envelope bearing on the outside, the name of the proposer, his address, and the name of the project for which the proposal is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED PROPOSALS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT**, THIS DOCUMENT CAN BE FOUND IN THE PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal form. Any

proposal which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each proposer will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their proposal submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

#### 0103 ELECTRONIC MAIL MODIFICATION

Any proposer may modify his proposal by written electronic communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the proposal was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

#### 0104 QUALIFICATIONS OF PROPOSERS

The Owner may make such investigations as he deems necessary to determine the ability of the proposers to perform the work, and the proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his proposal, the proposer acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

Written information pertaining to the proposer's qualifications may be requested by the Owner. Failure of the proposer to provide such information within fifteen days of notification will be grounds for disqualification.

#### 0105 PROPOSAL SECURITY

**IF THE PROPOSAL EXCEEDS \$100,000**, the proposal must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the proposer as principal and having as surety thereon a surety

company approved by the Owner, in the amount of five (5)% of the proposal. Such certified checks or bid bonds will be returned to all except the three lowest proposers within three days after the opening of proposals, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted proposer have executed the contracts, or, if no award has been made within 60 days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful proposer, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his proposal.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Proposer must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Proposer must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for December 3, 2022.

0108 CONDITION OF WORK

Each proposer must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful proposer of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of the proposal documents & contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Chad Townsend ([ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)) and to be given consideration must be received by the questions deadline of 2:00 PM November 6, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP documents, which, will be emailed to all prospective proposers. Failure of any proposer to receive any such addendum or

interpretations shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, **IF CONTRACT AMOUNT EXCEEDS \$100,000**, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The proposers' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made available by the City through written addenda to this RFP. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

0114.A Evaluation Scoring Criteria

Proposers will be selected based upon the highest score out of a total of 100 points as per the evaluation criteria identified below:

1. Costs (50 Points)
2. Professional Qualifications (30 Points)
3. Understanding of Project (10 Points)
4. Completion Timeline (10 Points)

0115 OBLIGATION OF PROPOSER

At the time of the opening of proposals, each proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP packet and contract documents (*including all addenda*). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to his proposal.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all design & construction entailed in this project. The contractor will furnish all design, labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete. Design shall be executed by and stamped by a licensed structural engineer in the State of Georgia.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any engineer, subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.



0119 SUBCONTRACTS

If required by the Owner, the apparent Successful proposer, and any other proposer so requested, will within seven days after the day of the proposal opening submit to Owner a list of all Subcontractors and other persons and organizations *(including those who are to furnish the principal items of material and equipment)* proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful proposer to submit an acceptable substitute without an increase in proposal price. If the apparent Successful proposer declines to make any such substitution, the contract shall not be awarded to such proposer, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Proposer, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

.....END OF SECTION.....

SECTION 0200 – BID PROPOSAL

**BID BONDS, PAYMENT BONDS & PERFORMANCE BONDS ON APPLICABLE IF  
PROPOSAL EXCEEDS \$100,000  
E-VERIFY AFFIDAVIT MUST BE SUBMITTED WITH PROPOSAL**

**BID BOND**  
*(Five Percent of Bid)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_

of the City of \_\_\_\_\_ State of \_\_\_\_\_ and County of \_\_\_\_\_

as Principal and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of

BID BOND  
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Witness As To Principal

\_\_\_\_\_  
Principal

By \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness As To Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

By \_\_\_\_\_ SEAL  
Attorney-in-Fact



BID PROPOSAL

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_ (*hereinafter called "Bidder"*) a contractor organized and existing under the laws of the City of \_\_\_\_\_ State of \_\_\_\_\_ and County of \_\_\_\_\_, \* an individual, a corporation, or a partnership doing business as \_\_\_\_\_.

TO: CITY OF DALTON, GEORGIA  
(*Hereinafter called "Owner"*)

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the BURR PARK STAGE ROOF EXTENSION DESIGN BUILD having examined the RFP Packet and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

\_\_\_\_\_

\*Strike out inapplicable terms

BID PROPOSAL  
(Continued)

Amount shall be shown in figures.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the \_\_\_\_\_ of \_\_\_\_\_ in the amount of \_\_\_\_\_ according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

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BID PROPOSAL  
*(Continued)*

Dated at:

\_\_\_\_\_

The \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_ SEAL



CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

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OWNER *(Name and Address):*

CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description *(Name and location):*

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

SURETY *(Name and Principal place of Business):*

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond Number: \_\_\_\_\_

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND  
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice



CONSTRUCTION PAYMENT BOND  
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND  
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

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OWNER *(Name and Address):*

CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description *(Name and location):*

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

SURETY *(Name and Principal place of Business):*

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BOND:

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND  
(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
  
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND  
(Continued)

Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
  
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
  
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
  
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND  
(Continued)

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_





CONTRACT

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and \_\_\_\_\_  
a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_  
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

hereinafter called the "Project", for the sum of \_\_\_\_\_ Dollars ( ) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 8 weeks of receiving "Notice to Proceed". The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

\*Strike out inapplicable terms.

CONTRACT  
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- 0302.07 Design-Builder – Another name for the Contractor. The person, company, or entity engaged by the Owner for the proposes of designing and building the Project.
- 0302.08 Design-Professional – The person, company, or entity engaged by the Design-Builder for the purposes of completing the design work necessary

for the project. A Design Professional shall have all of the qualifications and experience as is required by statute, code, ordinance or regulation to complete and certify the designs and drawings which they produce. May be the same person, company, or entity as the Design-Builder.

0302.09 Contract Price – The total compensation to the Design-Builder for performance of the Contract as initially stated in the Contract and modified by any subsequent Change Order.

### 0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all design, labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

### 0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all permits, design, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 DESIGN BUILDER'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Design-Builder or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Design-Builder warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE DESIGN-BUILDER

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Design-Builder shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

0308 PATENTS

- 0308.01 The Design-Builder shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Design-Builder.
- 0308.03 If the Design-Builder uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Design-Builder and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement

by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

### 0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Design-Builder any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Design-Builder shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Design-Builder shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

### 0310 DESIGN-BUILDER'S OBLIGATIONS

- 0310.01 The Design-Builder, through a qualified Design Professional shall and will
- 0310.02 The Design-Builder shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.03 The Design-Builder shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.04 Design Builder shall be required to submit a design schedule in their proposal and notify Owner of any deviations therefrom from within 7 days of the deviation.

0310.05 Design Builder shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

0311 DESIGN BUILDER'S RESPONSIBILITY

The Design-Builder shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Design-Builder shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Design-Builder has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Design-Builder will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Design-Builder or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Design-Builder.

0313 SAFETY PROVISIONS

0313.01 The Design-Builder shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Design-Builder shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Design-Builder shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.



0314 SANITARY PROVISIONS

The Design-Builder shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Design-Builder's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Design-Builder shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Design-Builder shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Design-Builder will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Design-Builder due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Design-Builder has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Design-Builder on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Design-Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY DESIGN-BUILDER

At the site of the work, the Design-Builder shall employ a construction superintendent or foreman who shall have full authority to act for the Design-Builder. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Design-Builder's payroll.

0320 COMPETENT LABOR

0320.01 The Design-Builder shall employ only competent and skilled workers on the project. The Design-Builder shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Design-Builder shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Design-Builder shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Design-Builder will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any

Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.

- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Design-Builder believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Design-Builder without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Design-Builder's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Design-Builder will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Design-Builder signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Design-Builder for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Design-Builder shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

- 0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).
- 0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).
- 0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.
- 0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:

- 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.
- 0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under

paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0323.06 The Design-Builder Generally bares the risk of its cost deviating from the Contract Price. Therefore, the Design-Builder is generally prohibited from making a claim against Owner for an adjustment in the Contract Price subject to the following Exceptions:

0323.06.1 Design-Builder shall be entitled to an adjustment in Contract Price for Change Orders and Field Orders which materially impact the cost incurred by the Design-Builder

0323.06.2 Design-Builder shall be entitled to an adjustment in Contract Price for delays caused by the action or neglect of the Owner or the separate contractors of the Owner.

0323.06.3 Design-Builder shall be entitled to an adjustment in Contract Price for the discovery of unanticipated Hazardous Materials on the project site. Hazardous Materials shall have the same meaning as "Hazardous Waste" and "Hazardous Chemicals" in 42 USC § 6901 et seq. and any corresponding state or local regulation.

0323.06.4 Design-Builder shall be entitled to an adjustment in Contract Price if the worksite conditions are determined to be materially different than originally understood. The worksite conditions will be determined to be materially different than originally understood when a competent, and reasonably prudent Design-Builder would not have observed or reasonably anticipated the worksite condition after a diligent inspection of the worksite.

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an

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extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

#### 0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

#### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.



0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the

Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

### 0330 TIME SCHEDULE AND PERIODIC ESTIMATES

0330.01 DESIGN PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Design Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

At the completion of the Design Phase, Design-Builder shall furnish all designs, plans, and drawings, along with certificates and proof of all insurance required by the contract documents, to the Owner for approval. The plans shall include a schedule for the construction phase of the project with a timeline that completes the project on or before the completion date pursuant to the contract documents and a cost estimate, with monthly breakdowns, that are within the Contract Price. The Owner may reject the design documents if they fail to meet the standards required by the project specifications or reasonably inferred therefrom or fails to meet the constraints set by the Contract Price or the completion date specified in the contract documents or any other provision of the contract documents. If the Owner rejects the design documents, the Design-Builder and Design Professional, at their own cost, must redraft the designs to meet all above stated requirements. Upon approval of the design documents, the Owner shall, within seven days, issue a NOTICE OF COMMENCEMENT for the construction phase.

0330.02 CONSTRUCTION PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Construction Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;

0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the

report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully

performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Design-Builder, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Design-Builder as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

### 0334 DESIGN-BUILDER'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner

may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Design-Builder either directly or through its Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

0334.09 The Design-Builder shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.10 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Design-Builder chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required



minimum of \$1,000,000 can be achieved by the excess liability policy required.

**General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment  
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

**Comprehensive Automobile Liability:**

Combined Single Limit Per Occurrence, For Any and  
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

0334.11 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Design-Builder shall carry such additional insurance as may be required to provide adequate protection of the Design-Builder and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Design-Builder shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Design-Builder with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.12 Certificate Holder should read:**

**CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722**

0334.13 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0335 CONTRACT SECURITY**

The Design-Builder, if contract value meets or exceeds \$100,000, shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the Contract Price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

**0336 ADDITIONAL OR SUBSTITUTE BOND**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Design-Builder shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Design-Builder. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

**0337 LIEN**

Neither the final payment nor any part of the retained percentage will become due until the Design-Builder, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Design-Builder may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Design-Builder shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Design-Builder shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Design-Builder assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Design-Builder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Design-Builder, any other contractor or subcontractor, shall suffer loss or damage on the work, the Design-Builder agrees to settle with such other Design-Builder or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Design-Builder, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Design-Builder shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Design-Builder, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Design-Builder shall utilize the service of specialty subcontractor on those

parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Design-Builder's own organization and that such organization is presently competent to perform such work, the Design-Builder shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Design-Builder shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Design-Builder submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Design-Builder shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Design-Builder shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Design-Builder by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Design-Builder the same power as regards terminating any subcontract that the Owner may exercise over the Design-Builder under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Design-Builder expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Design-Builder shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Design-Builder shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

- 0345.01 All work constructed under this contract shall be fully guaranteed by the Design-Builder for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Design-Builder at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Design-Builder of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said contractor at his last given address, or delivered in person to the said contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Design-Builder shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Design-Builder shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage,

all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Design-Builder shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Design-Builder shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Design-Builder shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Design-Builder, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

#### 0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Design-Builder shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Design-Builder hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

#### 0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Design-Builder shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Design-Builder of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Design-Builder for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Design-Builder or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

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The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Design-Builder to carry out the provisions or to meet the specified requirements. The Design-Builder shall not suspend operations without the Owner's permission.

**0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 0358.01 It is hereby understood and mutually agreed, by and between the Design-Builder and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced, as to the Design Phase, within 7 days of the date of the Contract, and as to the Construction Phase, immediately upon the Design-Builder's receipt of the Notice to Proceed.
- 0358.02 The Design-Builder agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design-Builder and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Design-Builder shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Design-Builder does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Design-Builder shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Design-Builder and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work,

the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the Owner determines that the Design-Builder is without fault and the Design-Builder's reasons for the time extension are acceptable to the Owner; provided, further, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Design-Builder, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Design-Builder shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Design-Builder within a reasonable time of its decision in this matter.

.....END OF SECTION.....

AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Design-Builder)

TO: CITY OF DALTON, GEORGIA \_\_\_\_\_ (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled BURR PARK STAGE ROOF EXTENSION DESIGN BUILD

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

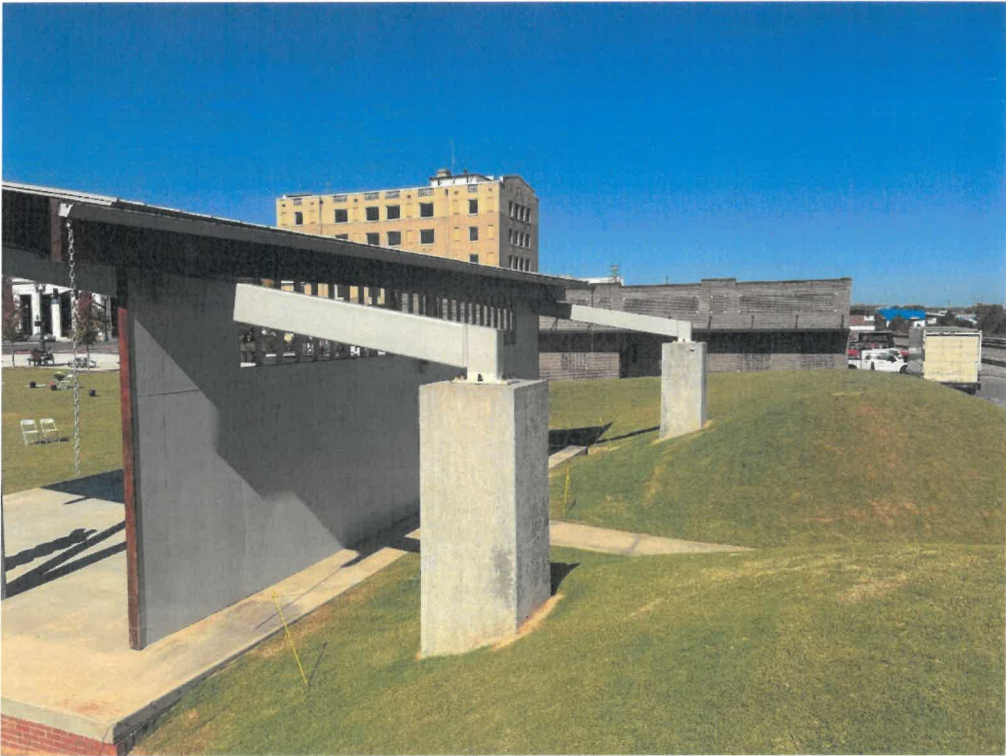
\_\_\_\_\_ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GOVERNING STANDARDS, CONSTRUCTION DETAILS, AND THE DESIGN DOCUMENTS GENERATED BY THE DESIGN-BUILDER'S DESIGN PROFESSIONAL AND APPROVED BY THE OWNER, SUCH DOCUMENTS, AT THE TIME OF THEIR APPROVAL, SHALL BE INCORPORATED HERE BY REFERENCE.
3. THE DESIGN BUILDER SHALL RESTORE SITE TO ITS ORIGINAL STATE FOLLOWING COMMENCEMENT OF WORK.
4. THE DESIGN BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE DESIGN BUILDER AT NO ADDITIONAL COST TO THE CITY.
5. PEDESTRIAN SAFETY MEASURES AND TRAFFIC CONTROL SHALL BE PERFORMED THROUGHOUT THE ENTIRETY OF THE CONTRACT AT NO ADDITIONAL EXPENSE TO THE OWNER.
6. THE DESIGN BUILDER WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE DESIGN BUILDER AT THE RATE OF \$200 PER HOUR.
8. IF AN NOI IS REQUIRED FOR THIS PROJECT, DESIGN BUILDER SHALL OBTAIN NOI AND MAINTAIN NPDES INSPECTIONS AS REQUIRED BY THE STATE OF GEORGIA. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.

9. ALL PERMITTING IS REQUIRED TO BE OBTAINED BY DESIGN BUILDER. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.
10. COORDINATION OF PROJECT WITH OWNERS – DESIGN BUILDER SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.

# Exhibit A





# Exhibit B

## Original Design

**FOR REFERENCE ONLY**





**SUPERIOR**  
*RECREATIONAL PRODUCTS*

**QUO0138783**  
**32' x 50' (SF) Range Shelter**  
**2:12 Roof Pitch**

**JOB SITE ADDRESS:**

Job Name: [Burr Park](#)  
Contact: Lowell Kirkman  
Phone #: 706-260-1099  
Address: Hamilton Street  
City: Dalton  
State: Georgia  
Zip: 30720

**QUO0138783 - 32'-0" x 50'-0" (SF) Range Shelter**  
**2:12 Pitch**

CALLOUT	PART NUMBER	DESCRIPTION	H	W	Thk	Length	QTY
		Type					
C1A		Column	8	8	1/2	170 9/16	2
C1B		Column Brace	8	8	1/2	178 1/2	2
C2		Column	12	8	1/2	18 1/4	2
HZ		Horizontal Beam	16	8	1/2	480 1/16	2
HB		Header Beam	5 x 19 1/2" Penta #6 Lam			600	5
		Cover Plates	7 1/2	4 1/4	1/8		4
		Top Caps	11 1/8	7	1/8		2

CALLOUT	PART NUMBER	DESCRIPTION	QTY
	HWB0184	Bolt 3/4"-10 x 3" HH A325	40
	HWB0197	Bolt 3/4"-10 x 7-1/2" HH SS	22
	HWWR0055	Washer 3/4" ID x OD x thick Flat F436	40
	HWWR0056	Washer 3/4" ID x 1 3/4" OD Flat 316 SS	44
	HWN0085	Nut 3/4"-10 SS Hex	22
	HWS0021	Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS	17

T&G Decking			
CALLOUT	PART NUMBER	DESCRIPTION	QTY
		<b>PRE-CUT METAL ROOF:</b>	
	RMMR00005	26ga. Meridian 16" Wide	38
		Eave Trim for 90 degrees	12
		Eave Drip Trim	5
	RMMR00085	Zee trim for Meridian x 10'-3"	12
	HWS0173	Rivet 43D Pop	200
	HWS0280	Screw #10 x 1" Pancake Head Phillips Plain - Wood	800
	HWS0172	Screw #9-15 x 1" Woodgrip Type A ZAC w/Washer	300
	HWM0472	Tape, Sealant - 3/32" x 1" x 45' Roll - Gray (For Metal Roof)	6
	HWM0369	Hemming Tool	1
	TouchUp	Touch-Up Paint [Frame Color] (Cans)	1
	RMMR00119	Touchup 1.7 oz. Applicator Pen Kynar ADS (Roof Color)	1

T&G DECKING:			QTY
	SP0077	Wood, T&G SYP 2x6(nom) x 10'-0" #1	130
	SP0082	Wood, T&G SYP 2x6(nom) x 14'-0" #1	70
	SP0081	Wood, T&G SYP 2x6(nom) x 16'-0" #1	70
	SP0087	Wood, T&G SYP 2x6(nom) x 18'-0" #1	70
	HWM0455	Nail x 16D Sinker Galv	30
	SP0002	Felt, #30 Roll	10
	HWM0285	Nail x 3/4" Shingle Galv	5

ANCHORING HARDWARE:						QTY
		W	D	Thk	Hole Size	
	Anchor Bolt Template	18	18	1/8	1 1/16	2
	Anchor Bolt Template	14	14	1/8	1 1/16	2
	HWA0056	Anchor ASTM F1554 GR36 1"-8 x 22" w/ tack welded nut				32
	HWWR0009	Washer 1" I.D. F436 STR RD WASHER DOM.				64
	HWN0007	Nut 1"-8 Hex A563 Plain				64

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Page #	Description
1	General Specs and Notes
2	Primary Structural Views
3	Ground Plan Layout
4	Footer/Anchor Illustration
5	Member/Connection Callouts
6	Connections Details
7	T&G Layout
8	Roof Panel Layout
9	Roof Screw Schedule
10	Eave/Rake Detail
11	Purlin/Ridge Detail
12	Section Detail
13	Trim Profiles

**Design Criteria**  
Refer to sealed calculations.

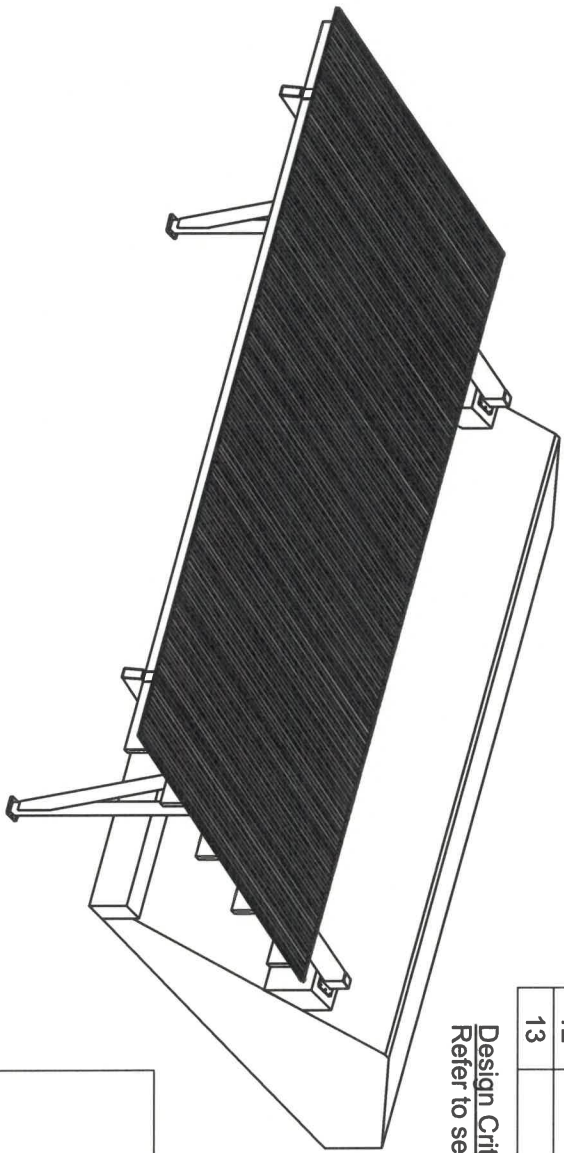
- Material Specifications and Notes:**
1. All structural steel tubing shall be ASTM A-500 Grade B-C
  2. All other steel (plates, gussets, etc.) shall be ASTM A-36.
  3. All welding is to be done in accordance with the latest AWS standards.
  4. Standard bolts to be ASTM A-325 & threaded rod to be ASTM B-7 unless otherwise noted.
  5. All fabricated steel & structural tubes are blasted to a near-white condition prior to application of primer and top coat.

**Erection Notes:**  
All members must be properly braced until the complete structural system has been constructed. Bracing material and method is the responsibility of the G.C.

This building has been designed as a free standing, open structure. If walls or other modifications are to be made, the structure must be re-engineered prior to these modifications.

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**N.I.C. = NOT IN CONTRACT**  
**G.C. = GENERAL CONTRACTOR**



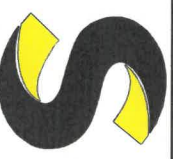
**Model #: QU00138783**  
**32'-0" x 50'-0" (SF) Range Shelter**  
**2-12 Pitch**

**Engineering**  
An engineering seal and signature, if present, is limited to the design and material provided by SUPERIOR RECREATIONAL PRODUCTS. It **DOES NOT** represent the Engineer of Record in any manner

## Superior Recreational Products

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Toll Free: 800-327-8774 Local: 770-832-6660



**SUPERIOR**  
RECREATIONAL PRODUCTS

Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Description:

## General Specs and Notes

Material:

Weight:

Rev: xx

Drawing Number: QU00138783

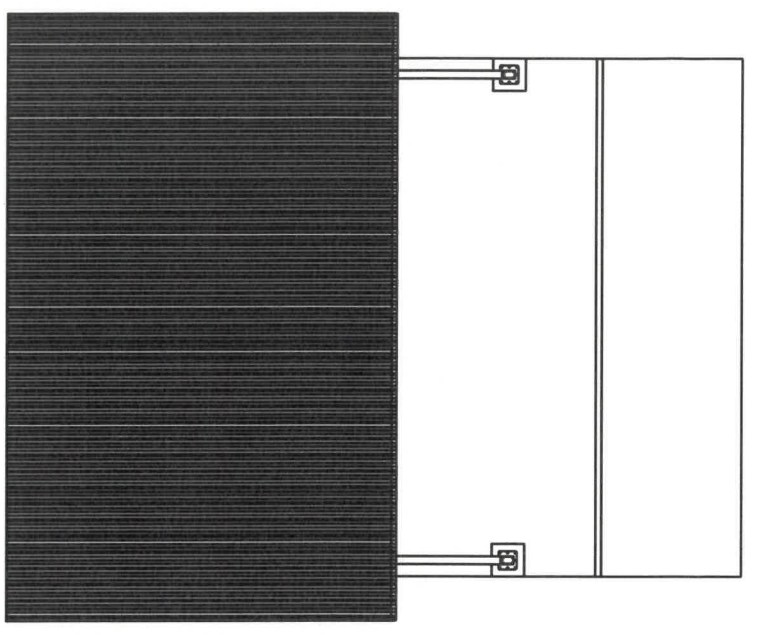
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Units: Inch

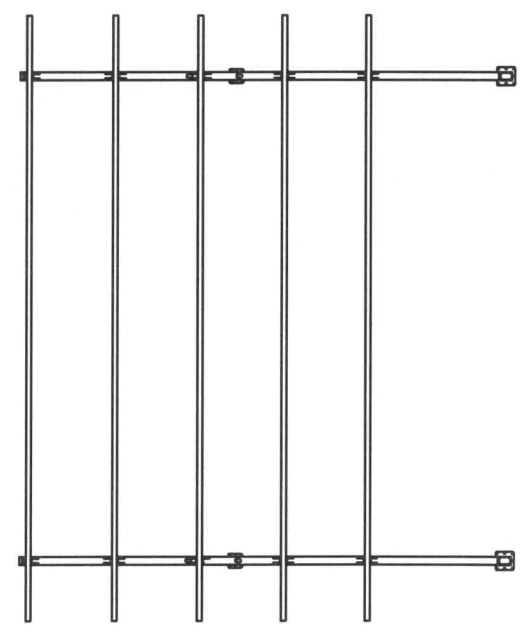
Tol: ±.0625 Unless Otherwise Specified

Scale: NTS

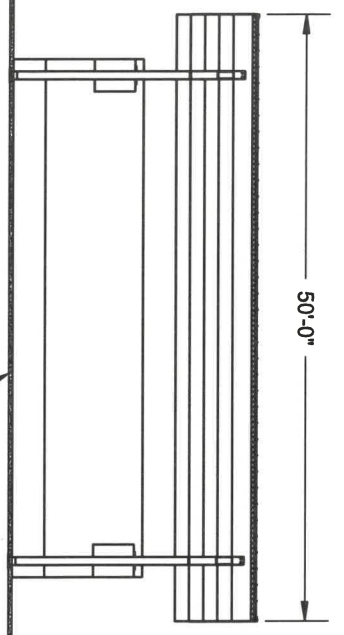
Sheet: 1 of 13



**Top View**

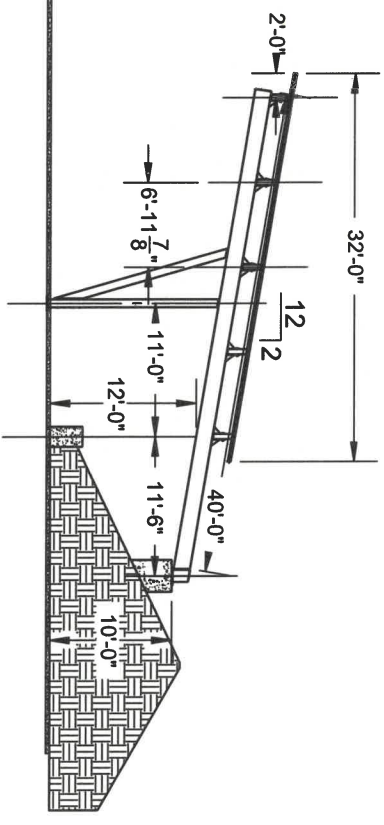


**Top View (Frame Only)**



**Front View**

CONCRETE SLAB (NIC)



**Side View**

**Superior Recreational Products**

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

Description:

**Primary Structural Views**

Material:

Weight:

Size: A

Units: Inch

Rev: xx

Tol: ± 0.625 Unless Otherwise Specified

Scale: NTS

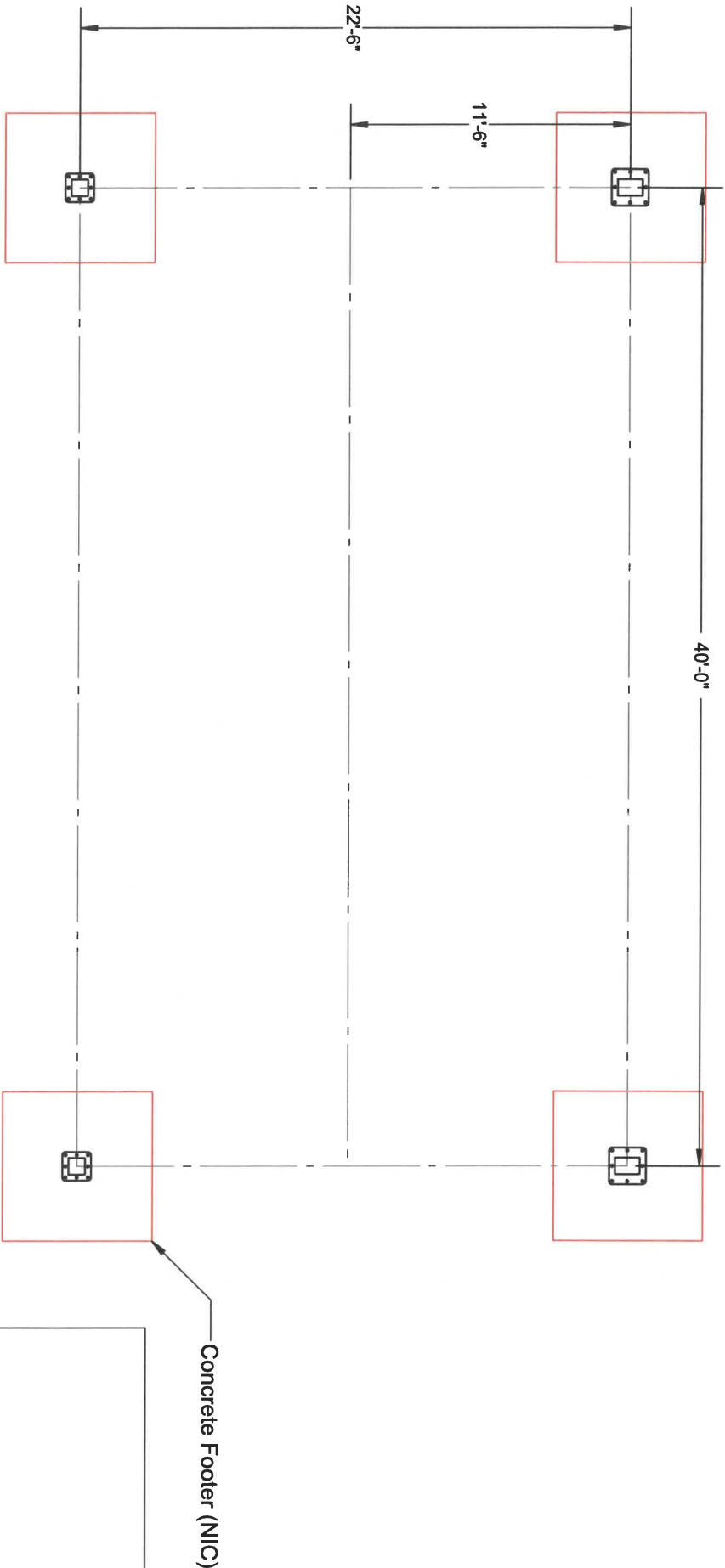
Sheet: 2 of 13

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**Footing Layout Notes:**  
 Superior Recreational Products strongly recommends the use of provided anchor bolt templates to insure accuracy of anchor bolt placements.



Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

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1050 Columbia Drive, Carrollton GA 30117  
 Toll Free: 800-327-8774 Local: 770-832-6660

Description:

**Ground Plan Layout**

Material:

Weight:

Size: A

Units: Inch

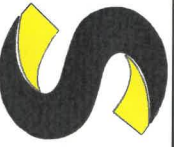
Rev: xx

Tol: ± 0.625 Unless Otherwise Specified

Scale: NTS

Sheet: 3 of 13

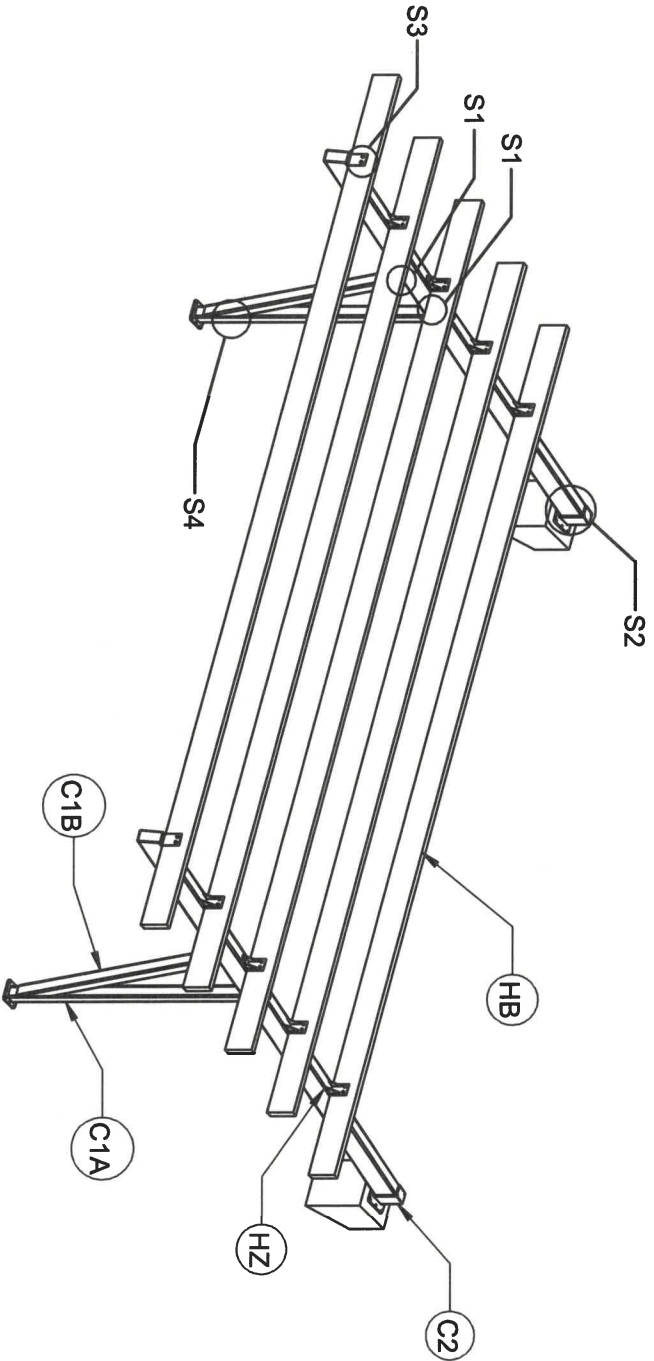
Drawing Number: QU00138783



**SUPERIOR**  
 RECREATIONAL PRODUCTS



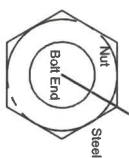
Plate Location	Plate Thickness
C1A/HZ	1"
C1A/C1B	1"
C1B/HZ	1"
C2/HZ	1"
HZ/HB	1/2"



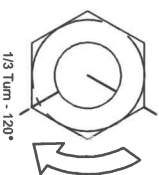
**Tightening Method for Snug-Tightened Joints**

- All bolt holes shall be aligned permit insertion of the bolts with undue damage to the threads.
- Bolts shall be placed in all holes with washers positioned as required.
- Snug-tighten to bolts in the joint.
- Match-mark the nut and protruding end of the bolt.
- Rotate the nut 1/3 turn past snug-tight.

**Matchmarking**



**Required Turns**



\*See AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for complete details.

NOTE: NUTS ARE PRE-WELDED TO THE INSIDE OF HIP BEAM / PURLIN / COLUMN END PLATES.

**Superior Recreational Products**

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

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1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-832-6660

Description:

**Member/Connection Callouts**

Material:

Weight: lbs.

Size: A

Units: Inch

Rev: xx

Tol: ±.0625 Unless Otherwise Specified

Scale: NTS

Sheet: 5 of 13

Drawing Number: Q000138783



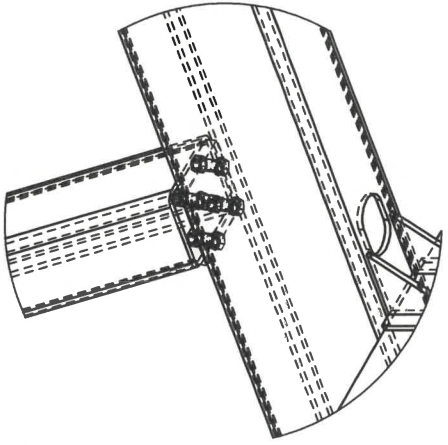
**SUPERIOR**  
RECREATIONAL PRODUCTS

**CONNECTION (S1)**

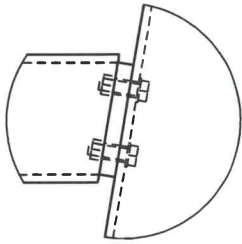
(4) PLACES

FASTENERS USED @ EACH CONNECTION

- (4) Bolt 3/4"-10 x 3" A325 Plain
- (4) Washer 3/4" ID x 1 1/2" OD x thick Flat F436



CONNECTION VIEW



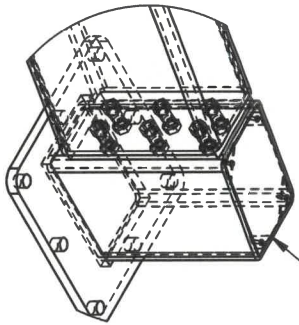
SIDE VIEW

**CONNECTION (S2)**

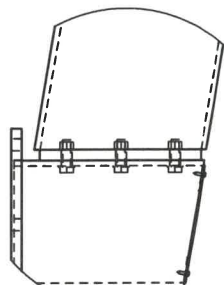
(2) PLACES

FASTENERS USED @ EACH CONNECTION

- (6) Bolt 3/4"-10 x 3" A325 Plain
- (6) Washer 3/4" ID x 1 1/2" OD x thick Flat F436
- (4) Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS
- (1) Top Cap



CONNECTION VIEW



SIDE VIEW

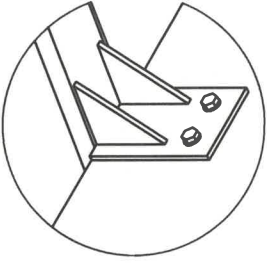
Apply sealant along edges of cap

**CONNECTION (S3)**

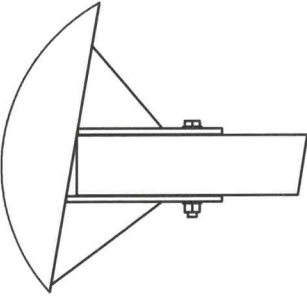
(10) PLACES

FASTENERS USED @ EACH CONNECTION

- (2) Bolt 3/4"-10 x 7-1/2" HH SS
- (4) Washer 3/4" ID x 1 3/4" OD Flat 316 SS
- (2) Nut 3/4"-10 SS Hex



CONNECTION VIEW



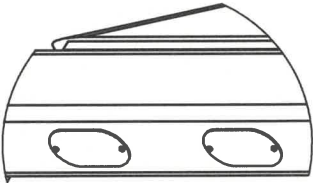
SIDE VIEW

**CONNECTION (S4)**

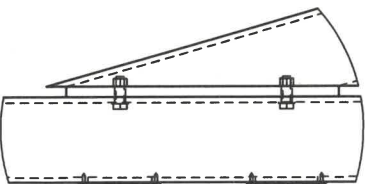
(2) PLACES

FASTENERS USED @ EACH CONNECTION

- (4) Bolt 3/4"-10 x 3" A325 Plain
- (4) Washer 3/4" ID x 1 1/2" OD x thick Flat F436
- (4) Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS
- (2) Cover Plates



CONNECTION VIEW



SIDE VIEW

**Superior Recreational Products**

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

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1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-832-6660

Description:

**Connection Details**

Material:

Rev: xx

Drawing Number: QU00138783

Weight:

lbs.

Size: A

Units: Inch

Tol: +.0625 Unless Otherwise Specified

Scale: NTS

Sheet: 6 of 13

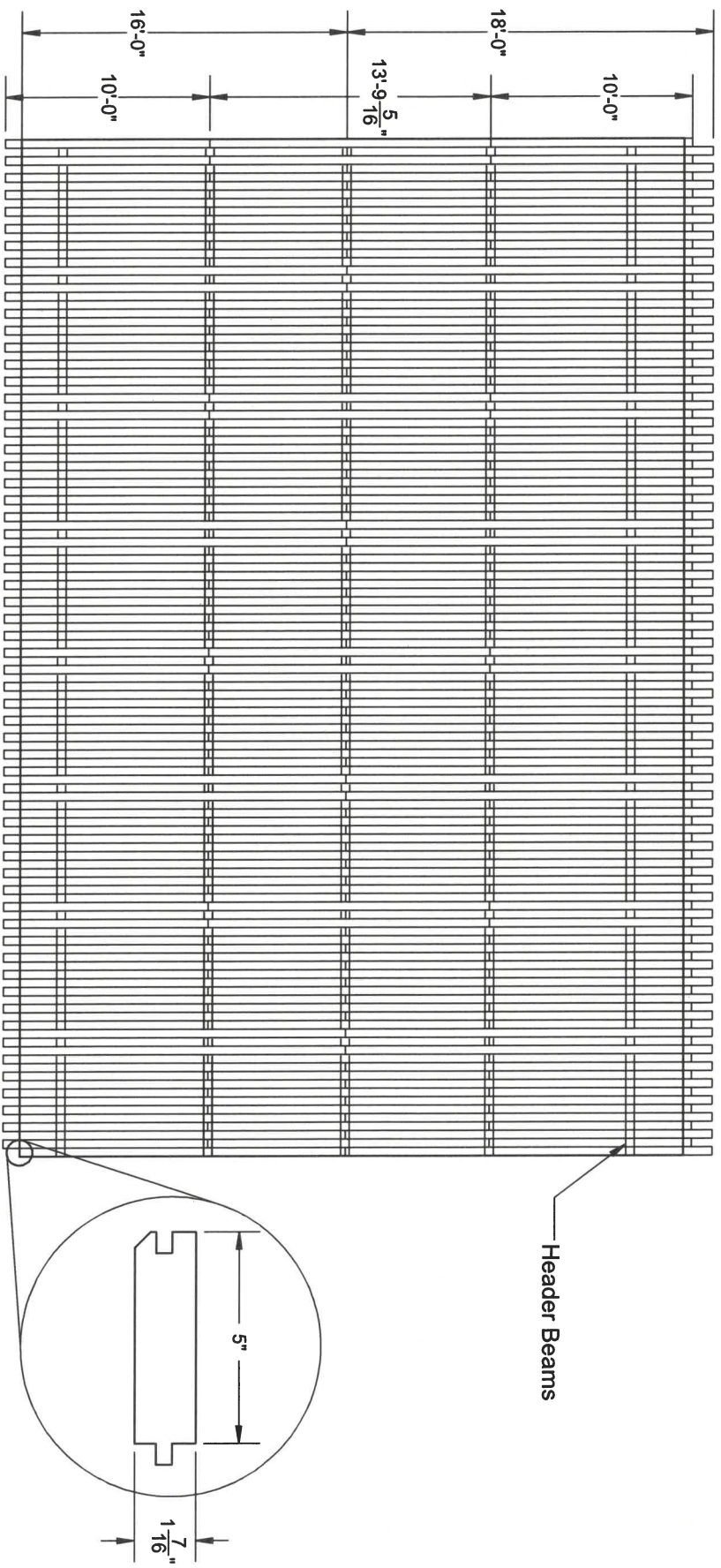


**SUPERIOR**  
RECREATIONAL PRODUCTS



Attach T&G to Header Beam using the 16D galv nails, two nails at every point of contact.

- 10'-0" x 2" x 6" (Nom) SYP #1 Grade
- QTY = 120 per section
- 14'-0" x 2" x 6" (Nom) SYP #1 Grade
- QTY = 60 per section
- 16'-0" x 2" x 6" (Nom) SYP #1 Grade
- QTY = 60 per section
- 18'-0" x 2" x 6" (Nom) SYP #1 Grade
- QTY = 60 per section



## Superior Recreational Products

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

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Toll Free: 800-327-8774 Local: 770-832-6660

Description:

## T&G Layout

Material:

Weight:

lbs.

Size:

A

Units:

Inch

Rev:

xx

Drawing Number:

QU00138783

Tol: ± 0.0625

Unless Otherwise Specified

Scale:

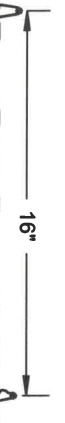
NTS

Sheet:

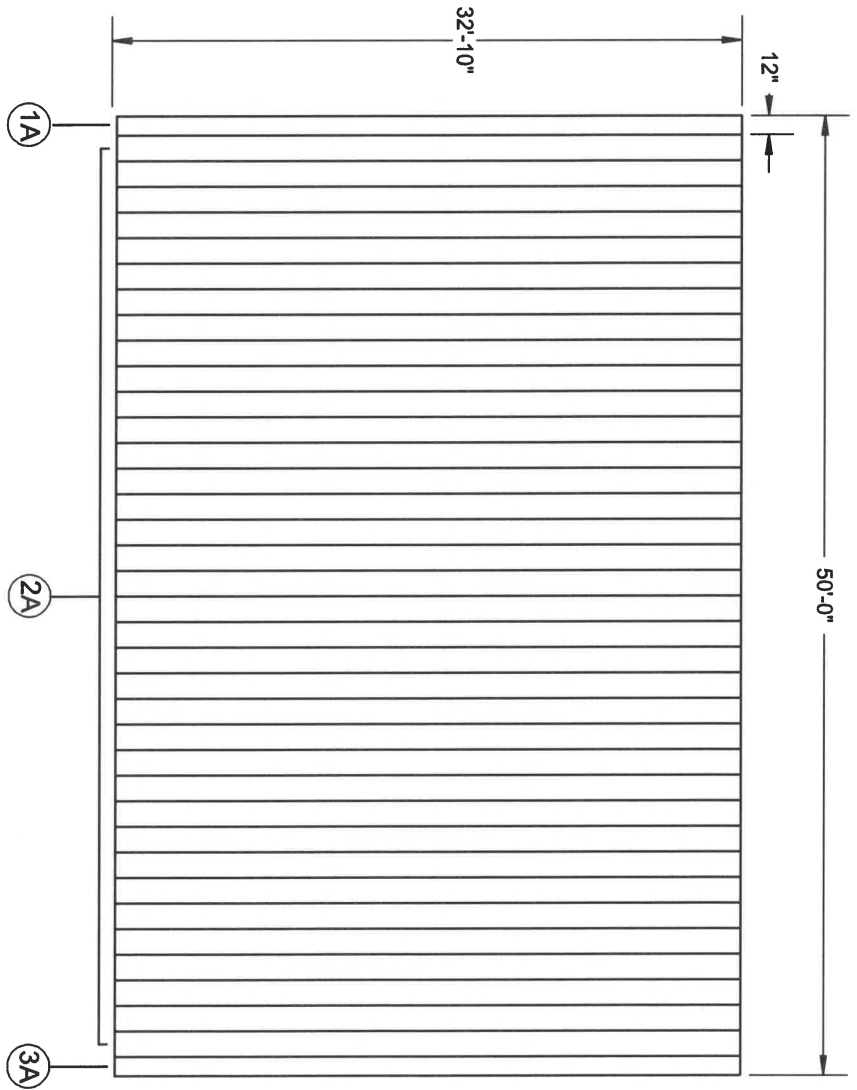
7 of 13



**SUPERIOR**  
RECREATIONAL PRODUCTS



269a. Meridian Profile



Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

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1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-852-6660

Description:

**Roof Panel Layout**

Material:

Rev: xx  
Drawing Number: QU00138783

Weight: lbs.

lbs.

Size: A

A

Units: Inch

Inch

Tol: ±.0625 Unless Otherwise Specified

±.0625 Unless Otherwise Specified

Scale: NTS

NTS

Sheet: 8 of 13

8 of 13



**SUPERIOR**  
RECREATIONAL PRODUCTS

Rear Trim Detail



Header Detail



Rake Detail



Front Trim Detail



Correct Tightening Methods



CORRECT



TOO LOOSE



TOO TIGHT

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

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1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-832-6660

Description:

**ROOF SCREW SCHEDULE**

Material:

Weight:

lbs.

Size:

A

Units:

Inch

Rev:

xx

Drawing Number:

QU00138783

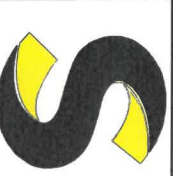
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Unless Otherwise Specified

Scale:

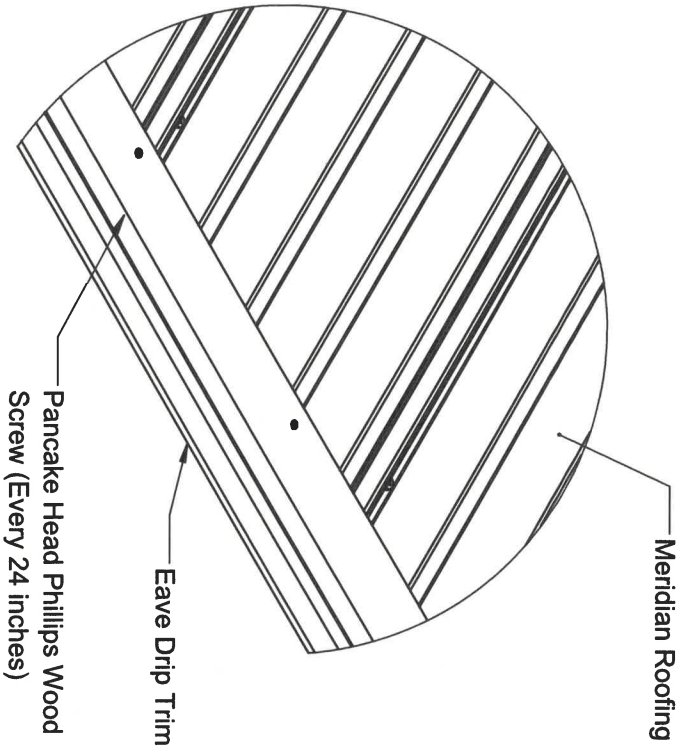
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Sheet:

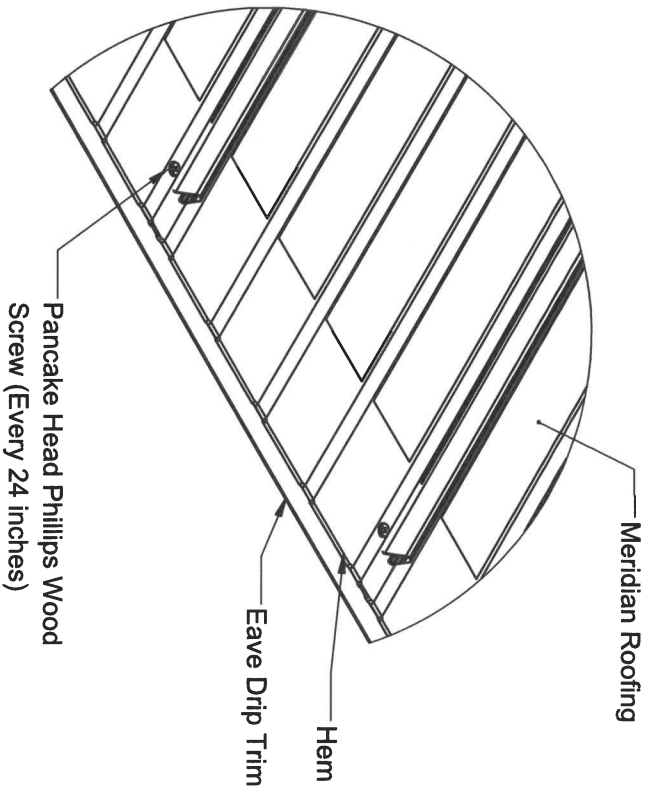
9 of 13



**SUPERIOR**  
RECREATIONAL PRODUCTS



**Front Trim Detail**



**Rear Trim Detail**

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

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1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-832-6660

Description:

**Rear/Front Trim Details**

Material:

Weight:

lbs.

Size:

A

Units:

Inch

Rev:

xx

Drawing Number:

QU00138783

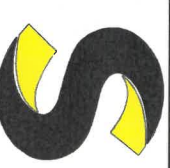
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Unless Otherwise Specified

Scale:

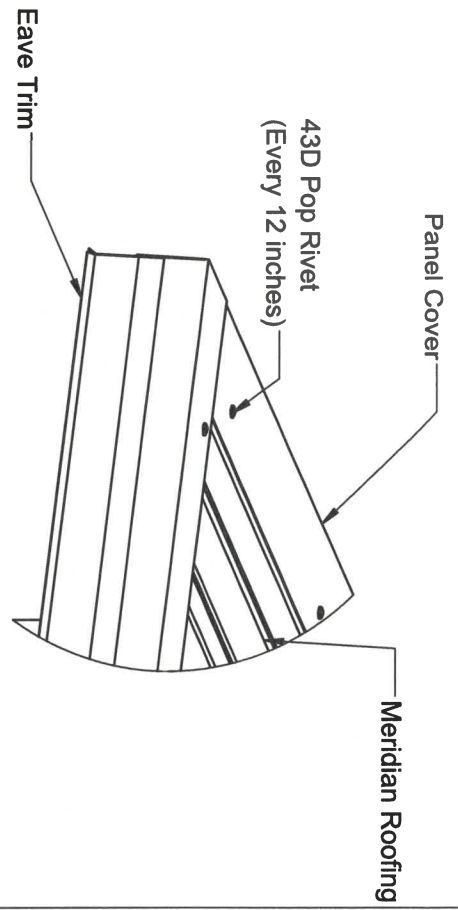
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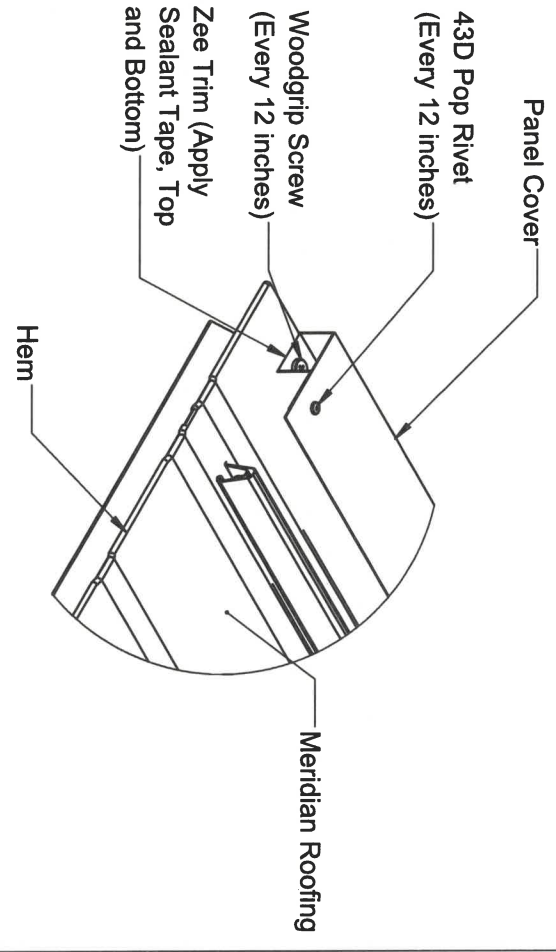
10 of 13



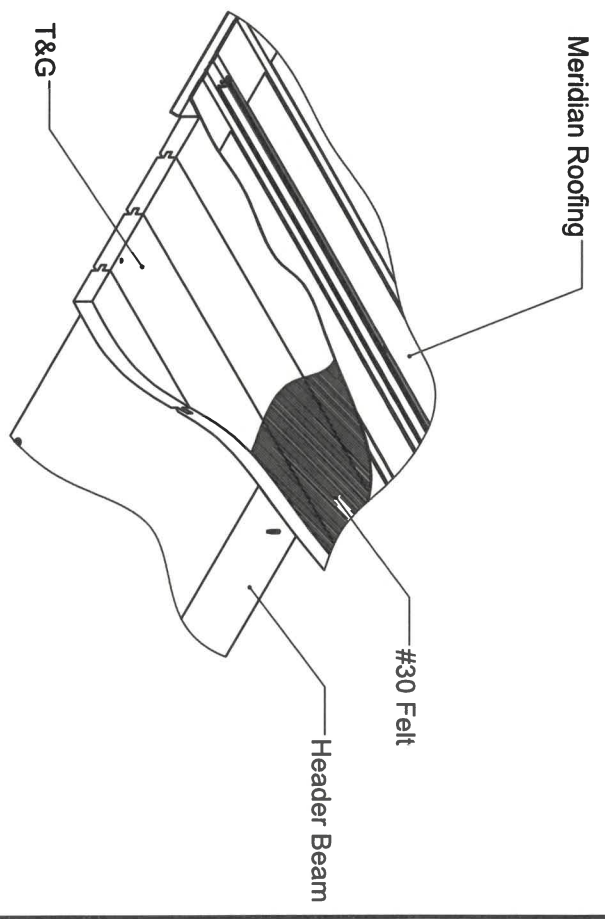
**SUPERIOR**  
RECREATIONAL PRODUCTS



**Upper Rake Detail**



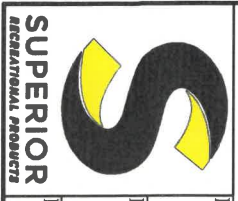
**Lower Rake Detail**



**Header Detail**

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Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Description:

**Rake/Header Details**

Material:

Weight:

lbs.

Size:

A

Rev: xx

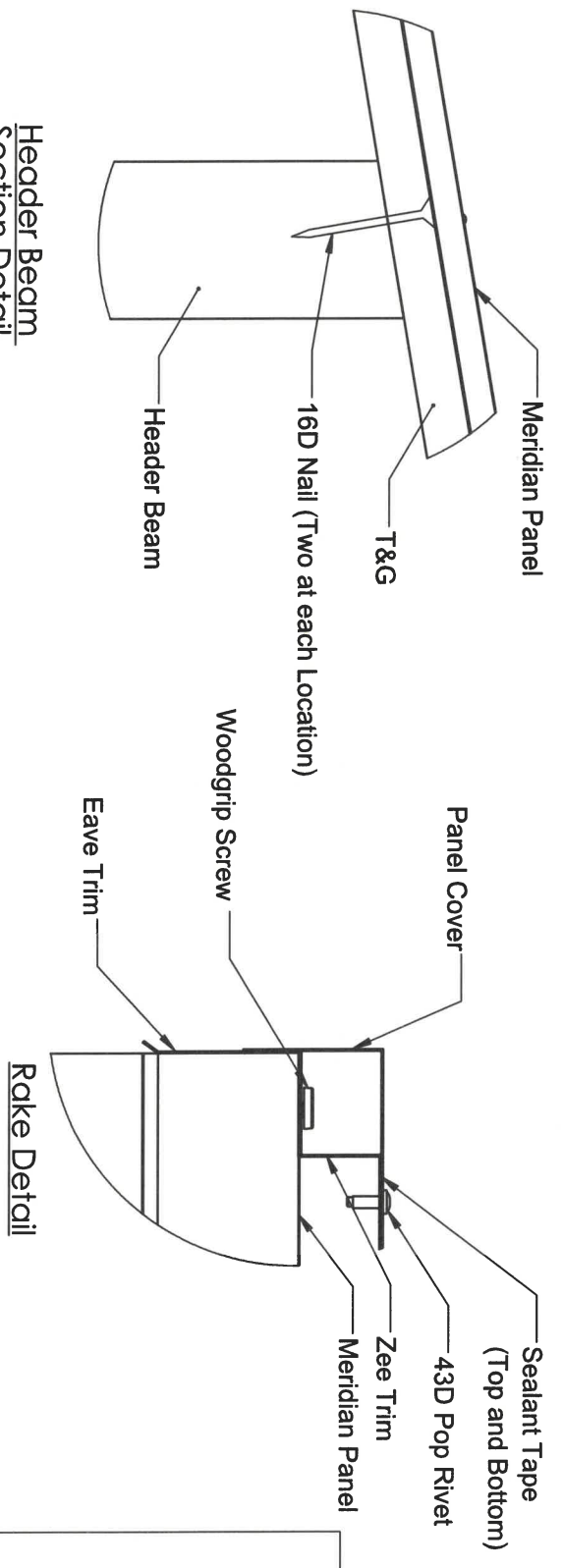
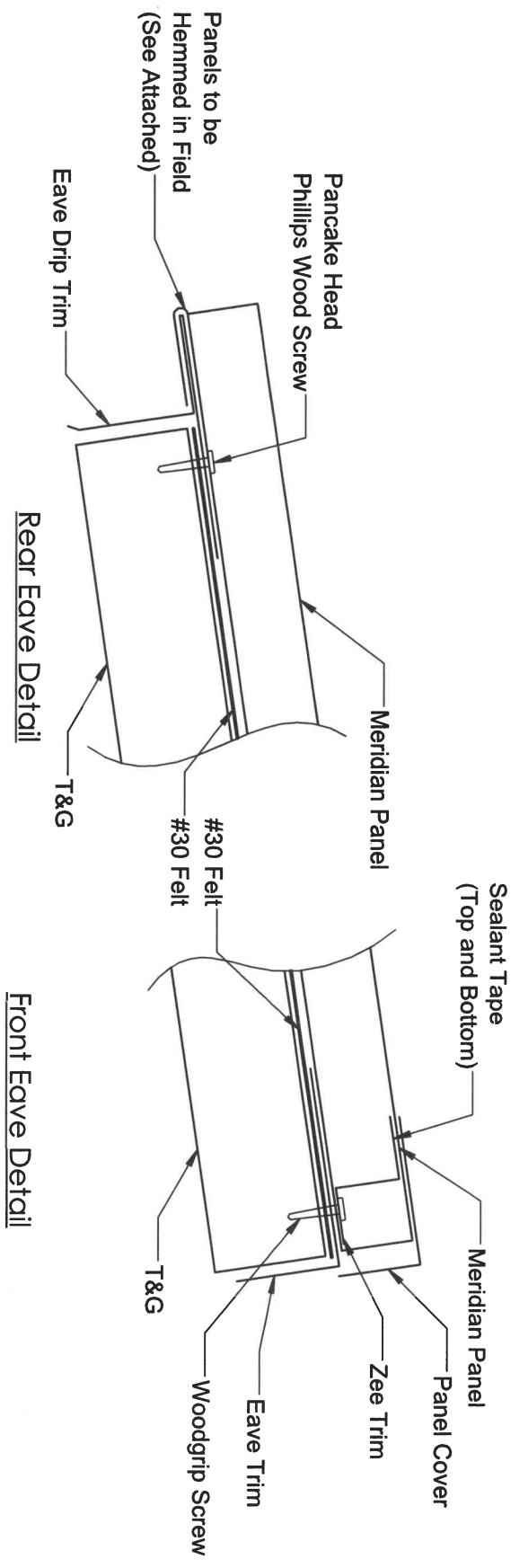
Drawing Number: QU00138783

Tol: ±.0625 Unless Otherwise Specified

Scale: 1:40

Sheet: 11 of 13

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**Header Beam Section Detail**

**Rake Detail**

Rev Date & Description:

**Superior Recreational Products**

Description:

**Section Detail**

Rev Date & Description:

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Material:

Weight:

Size:

Units:

Rev:

lbs.

A

Inch

XX

Scale:



Date: 1/15/2018

Drawn By: DEB

1050 Columbia Drive, Carrollton GA 30117  
Toll Free: 800-327-8774 Local: 770-832-6660

Weight:

lbs.

Size:

A

Units:

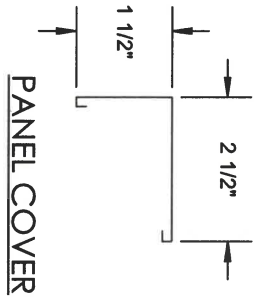
Inch

Rev:

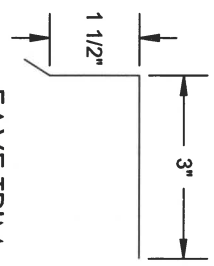
Scale:

Drawing Number: QU00138783

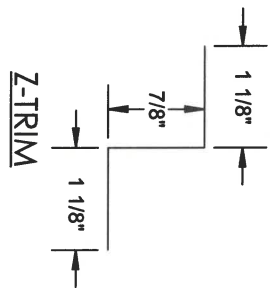
Sheet: 12 of 13



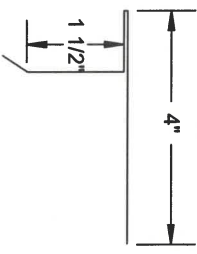
PANEL COVER



EAVE TRIM



Z-TRIM



EAVE DRIP TRIM

**TRIM PROFILES**

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Rev Date & Description:	
Rev Date & Description:	
Date:	1/15/2018
Drawn By:	DEB

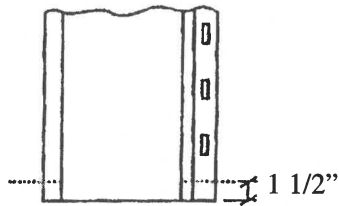
1050 Columbia Drive, Carrollton GA 30117  
 Toll Free: 800-327-8774 Local: 770-832-6660

Description:		Trim Profiles	
Material:		Rev:	xx
Weight:	lbs.	Size:	A
Units:	Inch	Tol:	+ .0625 Unless Otherwise Specified
Scale:	1:1	Drawing Number:	QU00138783
Sheet:	13 of 13		



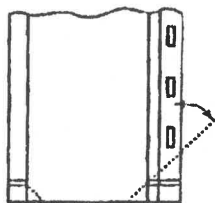
b. Panels can also be terminated with a hemming tool to provide a smoother appearance.  
 Cut through male and female legs/ribs 1 1/2" up from panel end as shown in Figure #5.

FIGURE #5



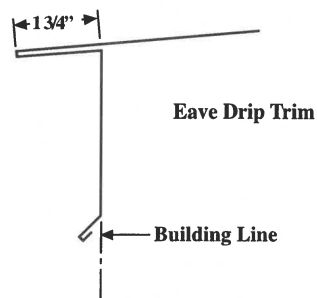
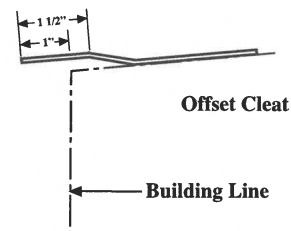
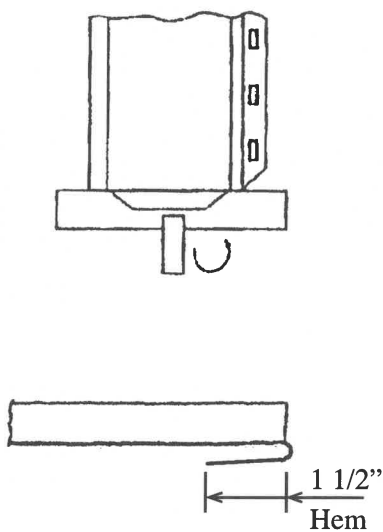
Then cut diagonally with metal shears as shown in Figure #6.

FIGURE #6



Place hemming tool over panel tab. Bend down and under to 180° as shown in Figures #7 & #8.

FIGURE #7



Note: When the eave drip trim condition is used, the panel lengths need to be 3/4" longer than panels used for offset cleat condition.



# Exhibit C

## BID FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	DESIGN	
2	PERMITTING	
3	MOBILIZATION	
4	CONSTRUCTION	
5	RESTORE SITE TO EXISTING CONDITIONS	
	<b>TOTAL</b>	

## ADDENDUM #1

Date Issued: 10/1/24

Bid Date: Tuesday - November 12, 2024

Bid Time: 2:00 PM ET

Bid Location: City of Dalton Finance Department  
300 W Waugh St – Dalton, GA

### Contractor Action:

1. Acknowledge receipt of this addendum by writing in “Addendum No. 1” on page 0200-3 of bid proposal.
2. On the advertisement for proposal, please replace proposal received date of “Friday, November 12, 2024 at 2:00 PM” with “Tuesday, November 12, 2024 at 2:00 PM”.
3. On the advertisement for proposal, please replace mandatory pre-bid meeting is scheduled for “1:00 PM Friday, November 5, 2024” with “1:00 PM Tuesday, November 5, 2024”

## Exhibit B

# Leonard Construction, Inc. Proposal Submission

# LEONARD BROTHERS CONSTRUCTION

706-695-8351

P.O. Box 1950  
Chatsworth, GA 30705

## PROPOSAL

PROPOSAL SUBMITTED TO:  
CITY OF DALTON

DATE:  
November 11, 2024

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

### BURR PARK ROOF EXTENSION:

Provide structural engineered drawing.  
Install welded on beam clips to existing rafters, paint to match.  
Cut back roofing / decking to center of existing beam.  
Install two 5" x 19-1/2" x 50' glue lam beams to match existing.  
Install 2 x 6 tongue and groove decking.  
Stain new beams and underside of decking.  
Install synthetic roofing felt.  
Install 26 ga. Meridian metal roof panels to match existing with all associated trim, mastic and screws.  
Install new gutter and downspouts.  
Storm drainage piping by owner.

#### Note:

Existing roof panels are not designed to be end lapped, so it may be necessary to drop roof line and create a step down in roof. This will require a ledger board to be attached to existing beam to receive decking and possibly a third beam per structural engineer. This options, if necessary, will be an additional 1,000.00 to cover cost of extra beam.

We Propose, hereby to furnish material and labor ----- complete in accordance with above specification, for the estimated price of:

Thirty-Eight Thousand Three Hundred dollars & 00/100------(38,300.00)

#### Payment to be made as follows:

Not withstanding any other billing provision, payment will be due 10 days after materials are placed on site. Charges for all other material and labor will be billed monthly and payment will be due 10 days from the date of invoice. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts. Customer agrees to pay all cost of collection including reasonable attorney's fees incurred in collection of the amount under the laws of the state of Georgia and Constitution of the United States. Final payment will be due 10 days after completion of job.

Leonard Construction Inc. carries full insurance on all men; materials and equipment at all job sites. This insurance shall include Workman's Compensation, General Liability, Builders risk and Auto. Full documentation shall be provided upon request.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Leonard Construction, Inc.

C.F.O.  
Title

11/12/24  
Date of Acceptance

Authorized Signature

Title

Date of Acceptance

NOTE: This proposal may be  
Withdrawn by us if not accepted within 30 days.

# Exhibit C

## BID FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	DESIGN	1,800.00
2	PERMITTING	0.00
3	MOBILIZATION	2,628.00
4	CONSTRUCTION	32,672.00
5	RESTORE SITE TO EXISTING CONDITIONS	1,200.00
<b>TOTAL</b>		<b>38,300.00</b>

\* SEE ATTACHED PROPOSAL FOR SPECS / NOTES

BID PROPOSAL

Place BURR PARK  
Date 11/2/24

LEONARD CONSTRUCTION, INC D.B.A.

Proposal of LEONARD BROTHERS CONSTRUCTION (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of CHATSWORTH State of GEORGIA and County of MURRAY, \* an individual, a corporation, or a partnership doing business as LEONARD BROTHERS CONSTRUCTION.

TO: CITY OF DALTON, GEORGIA  
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the BURR PARK STAGE ROOF EXTENSION DESIGN BUILD having examined the RFP Packet and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

ADDENDUM 1

\*Strike out inapplicable terms

**BID PROPOSAL**  
*(Continued)*

Amount shall be shown in figures.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the \_\_\_\_\_ of \_\_\_\_\_ in the amount of \$0.00 according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

CHAD RIDLEY - CHATSWORTH, GA

SHERRI RIDLEY - CHATSWORTH, GA

DAN TROWELL - ROCKY FACE, GA

**BID PROPOSAL**  
*(Continued)*

Dated at:

\_\_\_\_\_  
The 12<sup>th</sup> day of NOVEMBER, 24

*Ona Zille*

\_\_\_\_\_  
Principal

By \_\_\_\_\_ SEAL





CONTRACT

THIS AGREEMENT made this the 12<sup>th</sup> day of NOVEMBER, 24, by  
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and LEONARD BROTHERS CONSTRUCTION  
a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of CHATSWORTH, County of MURRAY, and State of GEORGIA  
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements  
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby  
agrees to commence and complete the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD  
DALTON PROJECT NO. PW-2024-GF-30005**

hereinafter called the "Project", for the sum of SEE ATTACHED PROPOSAL  
Dollars ( ) and all extra work in connection therewith, under the terms as stated in the  
Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all  
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and  
other accessories and services necessary to complete the said project in accordance with  
the conditions and prices stated in the proposal, the General Conditions of the Contract,  
the specifications and contract documents therefore as prepared by the Owner and as  
enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof  
and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date  
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the  
project within 8 weeks of receiving "Notice to Proceed". The Contractor further agrees to  
pay as liquidated damages the sum of \$300.00 for each consecutive calendar day  
thereafter as hereinafter provided in the General Conditions under "Time of Completion  
and Liquidated Damages."

\*Strike out inapplicable terms.

CONTRACT  
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

666380  
EEV/Basic Pilot Program\* User Identification Number

LEONARD BROTHERS CONST. 6-23-14  
BY: Authorized Officer or Agent Date  
(Contractor Name)

Dan Lee C.F.O.  
Title of Authorized Officer or Agent of Contractor

DAN TROWER  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
12<sup>th</sup> DAY OF November, 2024  
Sherri A. Ridley  
Notary Public  
My Commission Expires:  
January 13, 2027

SHERRI L RIDLEY  
NOTARY PUBLIC  
MURRAY County  
State of Georgia  
My Comm. Expires JANUARY 13, 2027

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).





## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	11/18/2024
<b>Agenda Item:</b>	Georgia First Responder PTSD Program - Quote Proposal
<b>Department:</b>	Human Resources
<b>Requested By:</b>	Haliyma Jones
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$25,496.00
<b>Funding Source if Not in Budget</b>	2025 FY

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

GMA and ACCG has partnered together to provide the City of Dalton with a quote/proposal that satisfies the requirements of The House Bill 451 "The Ashley Wilson Act". This program fulfills guidelines that requires local governments in the State of Georgia to provide and maintain specific Post-Traumatic Stress Disorder (PTSD) insurance coverages for all eligible first responders effective January 1, 2025. The attached Quote Proposal reflects the annual premium for the coverage period of January 1, 2025 - January 1, 2026.



**GMA - GIRMA Georgia First Responder PTSD Program  
Proposal for Coverage**

**Effective Date: January 1, 2025**

**Anniversary Date: January 1**

**Member: City of Dalton**

**Member Number: 0000386**

**Insurer: Metropolitan Life Insurance Company (MetLife)**

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

<b>Component 1: Lump Sum PTSD Diagnosis Benefit –</b>	
<b>All First Responders</b>	
Lifetime Benefit per first responder:	\$3,000 (Mandated Limit)
<b>Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:</b>	<b>\$7,932.00</b>

<b>Component 2: PTSD Disability Limit</b>	
<b>Employed First Responders</b>	
Monthly benefit:	60% of pre-disability first responder earnings
Maximum monthly benefit per first responder:	\$5,000
<b>Estimated Annual Premium for Employed First Responders:</b>	<b>\$17,564.00</b>
<b>Volunteer First Responders</b>	
Monthly Benefit per first responder:	\$1,500
<b>Estimated Annual Premium for Volunteer First Responders:</b>	<b>\$0.00</b>
<b>PTSD Disability Limit – Estimated Annual Premium for All First Responders:</b>	<b>\$17,564.00</b>

<b>Estimated Annual Premium for Components 1 &amp; 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit</b>	<b>\$25,496.00</b>
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This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

11/4/2024

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)  
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

**Who Does What?**

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

**Definition of First Responder.** A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

**Employer Obligations:**

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

**Benefits Exempt from Income Tax:**

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

**Information Privacy and Security:**

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

**Desired Coverage (See Attached Proposal for Estimated Annual Premiums):**

**Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.**

First Responder Lump Sum PTSD Diagnosis Benefit Only\* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

**On behalf of \_\_\_\_\_ [Name of Participating Employer], \_\_\_\_\_  
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Privacy Notice for Georgia First Responders PTSD Program

*This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.*

**PROGRAM ADMINISTRATORS:** Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

**PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT:** The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

#### PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

#### PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on [GFRPTSDInsurance.com](http://GFRPTSDInsurance.com).

**A RESOLUTION TO BECOME A MEMBER OF THE GEORGIA INTERLOCAL RISK  
MANAGEMENT AGENCY (GIRMA) AND  
PARTICIPATE IN ONE OR MORE OF GIRMA'S FUNDS**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes certain public entities to execute intergovernmental contracts to become members of an interlocal risk management agency for the purpose of sharing their accident, disability, supplemental medical, general liability, motor vehicle and property damage risks in whole or in part; and

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a public entity to pay; and

WHEREAS, public entities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and

WHEREAS, many Georgia public entities do not have sufficient resources to self-insure their risks on an individual basis; and

WHEREAS, the Public Entity of \_\_\_\_\_ ("Public Entity"), located in \_\_\_\_\_ County, Georgia, desires to become a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the intergovernmental contract requires all members of GIRMA to participate in at least one GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the intergovernmental contract, the Fund Election Form, and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed on Public Entity by membership in GIRMA and the Fund or Funds selected on the Fund Election Form are in accordance with the philosophy and public policy objectives of this community; and

WHEREAS, the governing authority of Public Entity finds that it is in the best interest of its residents to become a member of GIRMA and to join the Fund or Funds selected on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to execute the intergovernmental contract required for Public Entity to become a Member of GIRMA and the GIRMA Fund(s) marked in the Election Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.
2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

3. The commencement of operations and the continuing operations of GIRMA and the obligation of Public Entity to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.
4. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA, and is authorized to complete and execute any additional documents required for membership in GIRMA or the selected Fund or Funds.
5. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
6. This resolution shall be effective on the date of adoption.

Adopted this \_\_\_\_ day of 20 \_\_\_\_ . \_\_\_\_\_  
(Name of Public Entity)

By: \_\_\_\_\_  
[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: \_\_\_\_\_  
[Print Name of Person Authorized to Attest, Title]

**Appendix 1**

**Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds**

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency ("GIRMA") by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA's Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the \_\_\_\_\_ [Name of Prospective Member Entity] ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner of the State of Georgia:

NOW, THEREFORE IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each public entity becoming a party to this agreement the parties agree as follows:

**PARAGRAPH 1**  
**PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

**Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract.** The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds; to establish and administer a risk management service; to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

**Section 1.2. Operations and Eligibility for Membership.** The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a "municipality", as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

**PARAGRAPH 2  
DEFINITIONS**

**Section 2.1. Definitions.** In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of GIRMA.
- (4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.
- (5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.
- (7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

**PARAGRAPH 3  
BOARD OF TRUSTEES**

**Section 3.1. Trustee Qualifications.** The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

**Section 3.2. Selection of Board Members.** The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

**Section 3.3. Meetings.** All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

**Section 3.4. Liability of Trustees and Officers.** Trustees and officers of GIRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA, nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.



**PARAGRAPH 4  
BOARD POWERS AND DUTIES**

**Section 4.1. Board Powers and Duties.** The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section I and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

**PARAGRAPH 5  
MEMBERSHIP**

**Section 5.1. Membership.** The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

**Section 5.2. Member Representatives.** The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

**Section 5.3. Withdrawal.**

- (1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90) days advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.
- (3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.
- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

**Section 5.4. Membership Review and Termination.** A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

**PARAGRAPH 6  
OBLIGATIONS OF MEMBERS**

**Section 6.1. Member Obligations.** Members of GIRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund established by the Board.
- (2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.
- (5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.
- (6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.
- (7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.
- (8) To follow all loss reduction and prevention procedures established by GIRMA.
- (9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

**Section 6.2. Optional Defense of Fund Member.** A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided, however, the attorney selected by GIRMA to defend the claim shall be lead counsel in all matters.

**Section 6.3. Contractual Obligation.** This agreement shall constitute a contract among the Members of GIRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of a Fund and assessments may be required to meet any financial obligation of GIRMA or of any Fund.

#### PARAGRAPH 7

#### AMENDMENTS TO CONTRACT

**Section 7.1. Amendments.** This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the voting Members shall become effective immediately or at such future time as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty (30) days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

#### PARAGRAPH 8

#### AUDITS AND FINANCIAL REPORTS

**Section 8.1. Annual Report.** The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

#### PARAGRAPH 9

#### OPERATION OF GROUP SELF-INSURANCE FUNDS

**Section 9.1. Loss Protection.** GIRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

**Section 9.2. Coverage Descriptions.** The Board or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as deems advisable. Such amended Coverage Descriptions shall be effective for GIRMA's subsequent coverage years.

Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

*[To be completed by "New Members" joining after September 1, 2016]*

This foregoing Intergovernmental Contract is entered into on behalf of \_\_\_\_\_ (Name of New Member), this day of \_\_\_\_\_, 20\_\_\_\_, by the duly authorized officer whose signature appears below.

\_\_\_\_\_  
(Name of New Member)

\_\_\_\_\_  
(Authorized Signature/title)

\_\_\_\_\_  
Witness/title

**Georgia Interlocal Risk Management Agency ("GIRMA")**

**Fund Participation Election Form for Prospective Members - For Use On and After January 1, 2025**

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

A coverage description for each GIRMA Fund is on file with the Georgia Department of Insurance and is provided to new Fund members after approval of membership in the Fund. A copy of the coverage descriptions are available to prospective members upon request.

**All Prospective Members joining GIRMA on or after January 1, 2025 must complete this Fund Participation Election Form.**

Please select the Fund or Funds in which the Prospective GIRMA Member named below will participate. This completed Form will be attached to the Resolution to Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds. If Fund B is selected, the Prospective Member also must complete the attached **FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**. If Fund C is selected, the Prospective Member also must complete the attached **FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**.

<p>Fund A</p> <p>Coverage of:</p> <ul style="list-style-type: none"> <li>• Property liability</li> <li>• Automobile physical damage and liability</li> <li>• Law enforcement liability</li> <li>• General liability</li> <li>• Public official liability</li> <li>• Employee benefits liability</li> <li>• Fidelity (including crime and all bonds) liability</li> <li>• Data and network security liability</li> </ul>	<p>Fund B</p> <ul style="list-style-type: none"> <li>• Firefighter Cancer lump sum and disability coverage required by GA House Bill 146, 2016-2017 Regular Session</li> <li>• Coverage is fully insured by Hartford Insurance</li> </ul> <p>Fund C</p> <ul style="list-style-type: none"> <li>• First Responder occupational PTSD lump sum and disability coverage required by GA House Bill 451 (the Ashley Wilson Act.)</li> <li>• Coverage is fully insured by MetLife</li> </ul>
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The **[Name of Prospective Member Entity]** \_\_\_\_\_ elects to join

\_\_\_\_\_ Fund A \_\_\_\_\_ Fund B (**FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT** required)  **Fund C** (**FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT** required). Membership in the Fund or Funds selected shall be effective on the date of approval by Georgia Municipal Association, Inc., the Program Administrator for GIRMA.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Signer: \_\_\_\_\_

**BYLAWS OF THE  
BOARD OF TRUSTEES OF THE  
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

**Revised and Adopted June 23, 2023**

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**BYLAWS OF THE  
BOARD OF TRUSTEES OF THE  
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

**ARTICLE I**

**NAME AND LOCATION**

- Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, ("GIRMA"). In October 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").
- Section 2. The principal office of GIRMA is located at 201 Pryor Street, SW, Atlanta, Georgia 30303.
- Section 3. Other offices for the transaction of business may be established as the GIRMA Board of Trustees (hereinafter referred to as the "Board") may determine.
- Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (the "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

**ARTICLE II**

**ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP**

- Section 1. Eligibility. To become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree to the terms of the Intergovernmental Contract.
- Section 2. Members may voluntarily withdraw after completion of two full fiscal

years of Membership by providing ninety (90) days advance written notice to the Administrator.

- Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.
- Section 4. See Article X for Involuntary Termination of a Membership mid-year.

### ARTICLE III

#### **BOARD OF TRUSTEES**

- Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees ("Board"), which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient, to include contracts with the Georgia Municipal Association, Inc. ("GMA") providing for payment of reasonable institutional value fees.
- Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by the Board, which shall consist of all of those individuals serving on the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated, provided that all such individuals shall be employees of or elected or appointed officers of a municipal corporation that is a Member of GIRMA. In addition to the foregoing qualifications, all Trustees initially elected or appointed on or after January 1, 2021, shall be employees of or elected or appointed officers of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund. Every new Trustee must submit a completed application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the election or appointment, the election or appointment to the Board will be invalidated on a prospective basis.
- Section 3. Nomination, Election and Appointment of Trustees. Trustees shall be nominated, elected, and appointed in accordance with the GMEBS Bylaws.

Section 4. Compensation. Trustees shall not receive any salaries for their services, but the Board may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.

## ARTICLE IV

### POWERS AND DUTIES

Section 1. Administrator. Pursuant to a contract with the Board, GMA shall serve as Administrator and provide the services necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:

- (a) Negotiating and managing contracts with outside agencies and consultants providing services directly to GIRMA;
- (b) Establishing and maintaining administrative and financial procedures for internal and external use consistent with the policies of the Board of Trustees;
- (c) In conjunction with the actuary appointed by the Board, establishing contribution rate methodologies for System Funds;
- (d) Billing for contributions and assessments in accordance with the terms of the Intergovernmental Contract, and in accordance with applicable law and the Board's funding policy;
- (e) Receiving, depositing, disbursing and accounting for all assets received and expended on behalf of GIRMA, and ensuring that all premiums or contributions received are timely remitted to the depository bank or banks;
- (f) Establishing the method for rating the risks of individual Members;
- (g) Providing risk management services including defense and settlement of claims;
- (h) Receiving applications for membership from prospective new members to GIRMA and approving or denying such applications for membership in accordance with such rules or policies as are promulgated by the Board;
- (i) Keeping a register of the post office address, electronic mail address and/or facsimile number of the designated contact for each Member;

- (j) Fulfilling any obligations set forth in contractual documents with the Members as obligations of the Administrator;
- (k) In conjunction with the investment manager and the custodian appointed by the Board, assuring that provisions are made for the valuation of assets;
- (l) In conjunction with the investment consultant appointed by the Board and the custodian appointed by the Board, assuring that funds are invested and reinvested in accordance with Board policy and direction;
- (m) Preparing or causing to be prepared annual fiscal reports regarding the operation of GIRMA and all other reports as directed in writing or through official action by the Board;
- (n) Determining and prorating income from GMEBS investments to the appropriate GIRMA Fund;
- (o) Arranging for the payment of claims due under GIRMA;
- (p) Providing information about GIRMA and offering technical support to the designated contact of the Member as appropriate;
- (q) Providing the Commissioner a copy of the contract with the Administrator and any amendments to the contract to the extent required by law;
- (r) Maintaining a fidelity bond and errors and omissions coverage or other appropriate liability insurance as required by applicable law and Commissioner regulations, and filing evidence of such coverage with the Commissioner to the extent required by law;
- (s) Receiving, reviewing and processing all correspondence submitted to GIRMA;
- (t) Assuring that all GIRMA files and records are maintained and available at all times to the Board;
- (u) Preparing and submitting all documents required to be filed with the Commissioner in accordance with applicable regulations;
- (v) Supporting legal compliance of GIRMA, and where appropriate, notifying the Board of actions taken or recommended in order to maintain compliance;
- (w) Recommending policies to the Board;
- (x) Preparing and submitting to the Board, prior to the beginning of each fiscal year, a proposed budget for GIRMA for that fiscal year for review, revision and approval by the Board; and
- (y) Providing such other administrative assistance as may be requested in writing or through official action of the Board and approved by the Administrator.

Section 2.

Board of Trustees. In addition to its general powers set forth in Article III, the Board has the following specific powers and duties:

- (a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable

federal and state statutes, and applicable governmental regulations;

- (b) To incur debts, liabilities and obligations;
- (c) To acquire, hold, encumber or dispose of real and personal property;
- (d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;
- (e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;
- (f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds;
- (g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;
- (h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;
- (i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;
- (j) To contract for reinsurance with the advice of the Administrator;
- (k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;
- (l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;
- (m) To enter into contracts with GMA to serve as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;
- (n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;
- (o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;
- (p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:
  - (1) Adopting an annual budget for each fiscal year of GIRMA;
  - (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board;
  - (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any

governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner; and

- (4) Abiding by all applicable federal and state statutes and administrative regulations;
- (q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;
  - (r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose;
  - (s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;
  - (t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the Membership for approval at a regular or special meeting of the Membership;
  - (u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks;
  - (v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and
  - (w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

### Section 3.

Fraud Investigation and Reporting. Allegations of fraud relating to the Fund shall be reported to the Chair, Vice Chair, Secretary-Treasurer or the Administrator's Deputy Executive Director of RMEBS, who shall be charged with immediately notifying the

Secretary-Treasurer and the Deputy Executive Director of RMEBS, if they were not previously notified, and the Administrator of such allegation. The Administrator shall promptly report suspected fraud to the Office of the Commissioner of Insurance and Safety Fire Criminal Investigations Division in accordance with its stated procedures, and to the Board.

## ARTICLE V

### MEETINGS OF THE BOARD OF TRUSTEES

- Section 1. Regular Meetings. The Board may provide for the time and place for the holding of regular meetings of the Board and shall hold at least two (2) regular meetings of the Board per year.
- Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose the place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place in compliance with these Bylaws so long as any requirements of applicable law are satisfied. All notices of special meetings of the Board shall state the purposes thereof.
- Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references in these Bylaws to the “place” of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.
- Section 4. Notices. Notice of any regular or special meeting of the Board shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee’s address as shown by the records of the Board. The notice shall state the time, date, and place of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose

of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

Section 5. Quorum. Eight Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, a majority of the Board participating may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting.

Section 6. Manner of Acting. The act of a majority of Trustees participating in a meeting (including those participating by proxy or those participating remotely) shall be the act of the Board, unless the act of a greater number is required by statute, regulation, or the Bylaws.

Section 7. Proxies. At any meeting of the Board, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of each meeting of the Board and shall be noted in the minutes.

## ARTICLE VI

### OFFICERS

Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.

Section 2. Election and Term of Office. The Chairperson and Vice Chairperson of the Board shall be the Trustees elected by the GMEBS Trustees to serve as the Chairperson and Vice Chairperson of the Board of Trustees of GMEBS, provided that such Chairperson and Vice Chairperson are employees of or appointed or elected officials of a municipal corporation that is a GIRMA Member. Additionally, effective on or after January 1, 2021, only Trustees who are employees of or appointed or elected officials of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund may serve as Chairperson or Vice Chairperson. Every new Chairperson or Vice Chairperson must submit a completed application to the Commissioner to serve as an officer of this Board. If the Commissioner objects to his or her



election, the election will be invalidated on a prospective basis. The GMA Executive Director shall serve as the Secretary-Treasurer.

Section 3. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Members and the Board; call the annual meeting of the GIRMA Membership; sign contracts with GMA which the Board has authorized; call regular and special meetings of the Board; appoint an executive committee and special committees of the Board; serve as an ex-officio member of special committees; serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board or as are consistent with the duties of the office of Chairperson.

Section 4. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Members of GIRMA and of the Board in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board from time to time.

Section 5. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is a non-voting member of the Board. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:

- (a) Notifying Members of the time, date and place of annual Member meetings and soliciting and recording proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
- (b) Notifying Trustees of Board meetings and soliciting and recording proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
- (c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board which shall be furnished to the Secretary-Treasurer by such Trustee;
- (d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board;

- (e) Executing contracts with service providers performing services directly to the Fund (except for contracts with GMA) after such service providers have been approved by the Board;
- (f) Serving as a permanent non-voting member of all Board committees, including but not limited to the Executive Committee; and
- (g) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board.

## ARTICLE VII

### BOARD COMMITTEES

Section 1. Executive Committee. The Executive Committee shall be comprised of the five Trustees who serve on the GMEBS Executive Committee: the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson, provided that such Trustees are employees of or appointed or elected officials of municipal corporations that participate in the GIRMA Property and Liability Insurance Fund. The Executive Committee shall recommend policies, review and recommend program operating budgets, and act on behalf of the Board in the interim between Board meetings.

Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.

Section 3. Audit Committee. The Audit Committee shall be comprised of the five Trustees who serve on the GIRMA Executive Committee. The Audit Committee shall meet at least once annually and is responsible for the duties set forth in Rule 120-2-60.14 of the Georgia Department of Insurance, including but not limited to annually selecting the auditor for the next fiscal year (subject to ratification by the full Board), reviewing the annual audit and following its approval of the annual audit, and reporting on and recommending the annual audit to the full Board for approval.

The Administrator shall schedule an annual meeting of the GIRMA Audit Committee to receive a report on, review, and vote to approve

or disapprove the annual audit and to select the auditor for the following year, subject to ratification by the full Board. This annual audit committee meeting may be held jointly with the annual audit committee meetings of the GMEBS and GMA WCSIF audit committees, provided that the Audit Committee receives a report specific to GIRMA and holds discussion and a vote on the GIRMA annual audit independently of any discussion or votes taken concerning the GMEBS or GMA WCSIF annual audit.

Section 4. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V “Meetings of the Board of Trustees” shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with “Committee Members”, all references to the Board shall be replaced with “Board Committee”, and a majority of the Committee members shall constitute a Quorum.

## ARTICLE VIII

### FISCAL YEAR

Section 1. GIRMA shall operate on a fiscal year from 12:01 a.m. January 1 to 12:01 a.m. January 1 of each succeeding year. Each fiscal year shall be maintained separately for accounting purposes.

## ARTICLE IX

### MEETINGS OF THE MEMBERS

Section 1. Annual Meetings; Joint Annual Meeting. For the convenience of Members, when feasible, the Administrator shall schedule an annual, in-person meeting of GIRMA Members during the Administrator’s annual convention in an appropriate location. The annual, in-person meeting of the Members shall be held for the purposes of electing members to the GMEBS Board of Trustees, all of which also serve on the Board of Trustees of GIRMA and of the GMA Workers Compensation Self-Insurance Fund (“GMA WCSIF”), delivering of a statement of the general financial condition of GIRMA and transacting such other business as may come before the meeting. For the purpose of electing Trustees, the annual, in-person meeting of the Members shall be held jointly with the annual meetings of the “Members” of GMEBS (“GMEBS Members”) and the “Members” of GMA WCSIF (“GMA WCSIF Members”), as defined in their respective bylaws. For purposes of this Article, this

meeting shall be referred to as the “Joint Annual Meeting” and the GMA WCSIF Members, GIRMA Members and GMEBS Members shall be collectively referred to as the “Voting Employers”. In all manner, substance and effect, elections of Trustees to the Board shall take place simultaneously with and in the manner described in Article IX of the GMEBS bylaws. An oral report on the general financial condition of GIRMA shall be given to GIRMA Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to the GIRMA Members by the Board Chairperson or his or her designee.

- Section 2. Special Meetings of the Members. If the election of Trustees is not held as designated herein at the annual, in-person meeting of the Members provided for in Section 1 above, or at any adjournment thereof, the Board shall cause the Trustee election to be held at a special meeting of the Members, jointly with the GMA WCSIF Members and the GMEBS Members, as soon thereafter as is reasonably convenient. Special meetings of the Members may be called by the chairperson of the Board or by not less than one-fourth (1/4) of the entities comprising the GIRMA Members.
- Section 3. Place of Meeting of the Members. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any special meeting of the Members.
- Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Members shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Administrator, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Administrator.
- Section 5. Nomination of Trustees. Nomination of Trustees shall be made in accordance with the GMEBS Bylaws.

Section 6. Voting on Matters Relating to GIRMA (Other than Trustee Elections). Each Member shall be entitled to one (1) vote on each matter that the Board submits to a vote of the Members (other than Trustee elections). The vote of each Member shall be cast by its designated representative. Unless otherwise indicated in writing by a Member's chief executive or chief administrative officer, a Trustee shall be considered the designated representative for the Member for which he or she serves as an elected or appointed officer or employee. For each other Member, the chief executive or chief administrative officer shall be its designated representative. Except in the case of matters relating to the election or term limits of Trustees, no formal action will be taken based upon any Member vote without the consent of a majority of the Board present. The Board may in its discretion conduct a Member vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board shall afford a reasonable period of time for return of mail ballots by Members. A majority vote of those Members voting shall be required for action on any matter submitted to a vote by mail ballot. With respect to election of Trustees, the applicable provisions of the GMEBS Bylaws shall control.

Section 7. Quorum. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for approval of any matter submitted to the Members for a vote.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its designated representative. Proxies must be submitted to the Administrator at least 14 days prior to the meeting, unless a shorter period is necessary due to circumstances beyond the designated representative's control. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of the Annual Meeting and shall be noted in the minutes.

## ARTICLE X

### INVOLUNTARY TERMINATION OF A MEMBERSHIP

Section 1. Reasons. A Member may be involuntarily terminated as a Member of GIRMA in the middle of the year, and not as a result of GIRMA's

non-renewal, for:

- (a) Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to GIRMA when due;
- (b) Failure to timely report to the Administrator, or its designee accidents or other incidents which might involve indemnifications from GIRMA or from a fund established by GIRMA;
- (c) Failure to comply with the loss control and written management recommendations of GIRMA or GIRMA's representatives or agents;
- (d) Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
- (e) Excessive losses; or
- (f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2.

Method. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a fund or to GIRMA when due shall be accomplished by written notice stating the time the termination will be effective, not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice in the U.S. Mail by at least first class mail to the last address of record of the Member, and receiving the receipt provided by the United States Postal Service for such deposit. Such notice may or may not be accompanied by a tender of the unearned premium paid by the Member, calculated on a pro rata basis. If such tender is not made simultaneously with such notice, it shall be made within fifteen (15) days of notice of termination, unless an audit or rate investigation is required, in which case such tender shall be made as soon as practicable.

Involuntary termination for any other cause shall require forty-five (45) days advance written notice.

The Commissioner of Insurance of the State of Georgia shall be furnished a copy of any termination notice forwarded to a Member.

Section 3.

Data. GIRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 4.

Reinstatement. Reinstatement shall be upon such terms as the Board may impose.

## ARTICLE XI

### TERMINATION OF GIRMA OR GIRMA FUNDS

- Section 1. GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.
- Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

## ARTICLE XII

### WAIVER OF NOTICE

- Section 1. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XIII

### AMENDMENTS

- Section 1. Bylaws Amendments.

- (a) The Board shall have power to amend or repeal the Bylaws by an affirmative two-thirds majority vote of the Board at any regular or special meeting of the Board.
- (b) Written notice of proposed amendment(s) or repeal, including the language of the proposed amendment(s) or repeal, must be mailed or electronically provided to each Member not less than thirty (30) days prior to the meeting in which they are presented to the Board for adoption. Notice of approved bylaws amendments or repeal shall be provided to the Members at the next annual or special meeting of the Members following the Board's approval of such amendment(s) or repeal.

Section 2. Amendments to Intergovernmental Contract. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Members.

#### **ARTICLE XIV**

##### **PARLIAMENTARY AUTHORITY**

Section 1. To govern processes and relationships within the organization in cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11-18-24

**Agenda Item:** First Reading Ordinance 24-34 Gravely Street Closing Request

**Department:** Administration

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:**

**Funding Source if Not in Budget**

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

First Reading Ordinance 24-34 To Make Findings of Fact Concerning the Public Use and Necessity of Gravely Street and Erwin Street; To Consider the Vacating and Abandonment of The Public Interest in And to Gravely Street and Erwin Street for Purposes of Public Streets and Transportation; To Declare the Closing of Gravely Street and Erwin Street for Public Use and Transportation; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Utility Easements to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

**ORDINANCE 24-34**

To Make Findings Of Fact Concerning the Public Use And Necessity Of Gravely Street and Erwin Street; To Consider The Vacating And Abandonment Of The Public Interest In And To Gravely Street and Erwin Street For Purposes Of Public Streets And Transportation; To Declare The Closing Of Gravely Street and Erwin Street For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

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

-1-

Upon investigation and inquiry, the Mayor and Council find that Gravely Street and Erwin Street (the "Property") in the City of Dalton, Whitfield County, Georgia, which are more particularly described in Exhibit A and made a part hereof, are no longer needed by the public for street or transportation purposes, and no substantial public purpose is served by said Property. See also Exhibit B attached hereto and incorporated by reference a plat showing said Property.

-2-

Notifications to property owners located on the property described above to be closed have been given by certified mail-return receipt requested based on records of the Tax Assessor of Whitfield County, Georgia.

-3-

Gravely Street and Erwin Street shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street, road and transportation purposes shall cease upon the effective date of this Ordinance.

-4-

This Ordinance shall become effective following publishing in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

-5-

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to those contiguous owners or their successors in title.

-6-

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

\_\_\_\_\_  
CITY CLERK

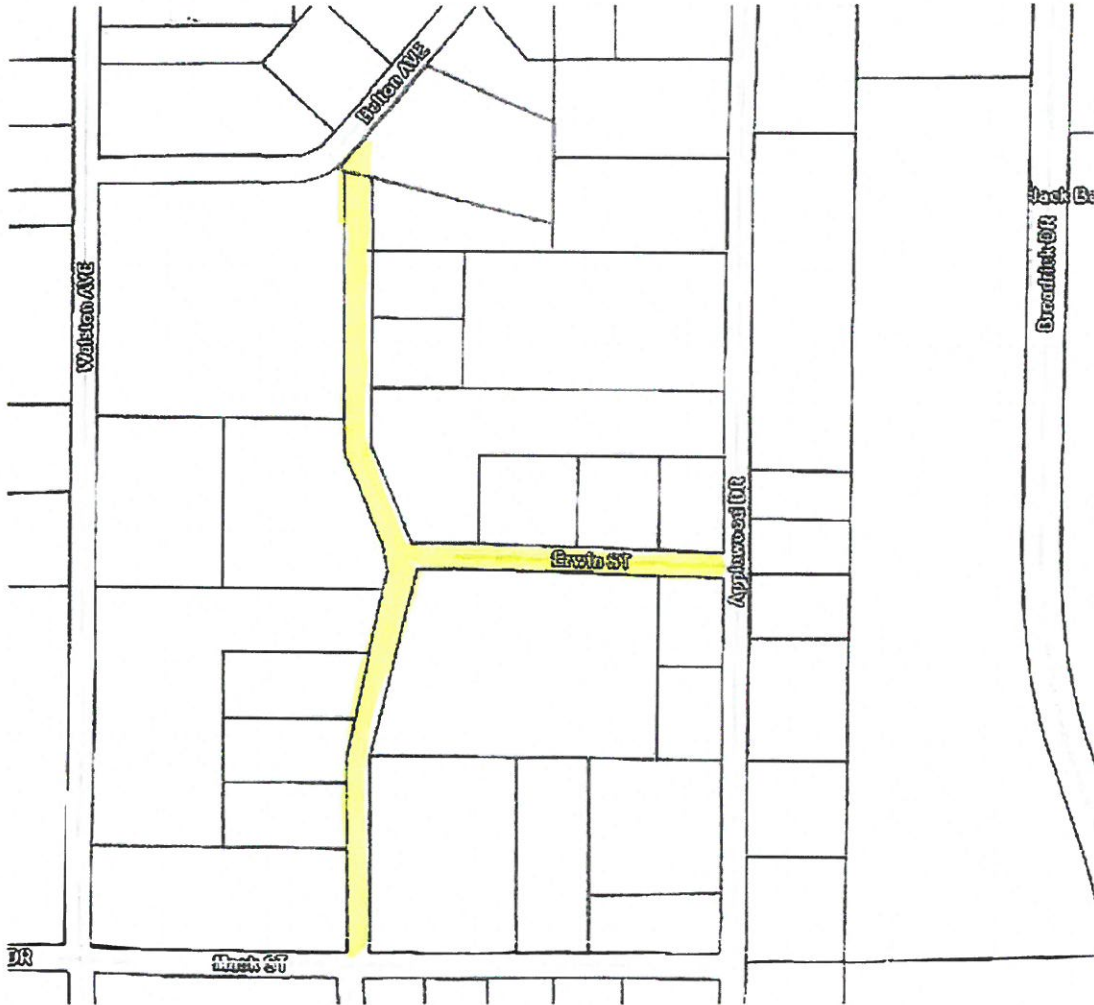
A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON

## **Exhibit A**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia described as Gravely Street and Erwin Street of the R.R. Burleyson Subdivision, which is more particularly described according to a plat of survey of said subdivision recorded in Plat Book 1 Page 220 (Plat Cabinet A Slide 54), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

EXHIBIT B



RECEIVED

AUG 21 2024

BY: .....

**PETITION TO CLOSE A PORTION OF GRAVELY STREET AND FOR A  
QUITCLAIM DEED**

**COMES NOW**, ANTHONY ROSS GAMBLIN as Administrator of the Estate of BRENDA JOYCE GAMBLIN, DEWAYNE LEWALLEN, and DONNIE LEWALLEN, "Petitioners" and hereby petition the City of Dalton ("City") to close, abandon, and convey to Petitioners by quitclaim deed that portion of Gravelly Street as is more fully described on Exhibit A attached hereto, hereinafter referred to as the "Property" and in support thereof shows the City the following:

-1-

The Petitioners are the owners of the real property and improvements that adjoin that portion of the unopened right of way of Gravelly Street and being more particularly described as Whitfield County Tax Parcel No. 12-184-01-011 and is more particularly shown on a plat prepared by Martin Smith, Georgia Registered Land Surveyor No. 2649 dated May 15, 2024 and amended July 3, 2024 and contains 1.03 acres and the plat is recorded in Plat Book F page 1004 in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and a copy of said plat is attached hereto as Exhibit B.

-2-

Gravelly Street which is shown on the above referenced plat is a 40 foot right of way and has never been opened or maintained by the City of Dalton but is a city street as shown on a plat of the R.R. Burleyson Subdivision. The plat attached as Exhibit B discloses that a portion of the home located on the property owned by Petitioners encroaches into the right of way of Gravelly Street. The portion of Gravelly Street that Petitioners request to be closed and abandoned has never been needed for any public purpose.

-3-

The Property is comprised of 3,617 square feet and is 0.08 acres as shown on the plat of said portion of Gravelly Street attached hereto as Exhibit A. The abandonment and closing of the portion of Gravelly Street as requested by Petitioners will not be a detriment to the public good or harm the public in any matter

whatsoever.

-4-

The owners of all the property that adjoins the property of the Petitioners is owned by the following individuals and attached to this petition is the consent of each individual to the Petitioners' request to close and abandon a portion of Gravelly Street: Armida C. Virgen, Anita Holland, and Don W. Adcock.

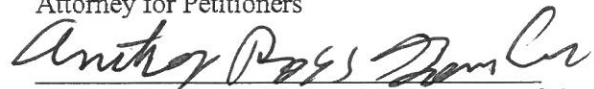
Wherefore, Petitioners respectfully request that the City:


- (a) Publish this request for two consecutive weeks in the legal organ of Whitfield County; and
- (b) Make a determination thereafter that the Property has ceased to be used by the public to the extent that no substantial public purpose is served by it and that it is no longer needed for the public purpose for which it was initially acquired by the City, or for any public purpose and that portion of Gravelly Street as requested herein be abandoned; and
- (c) That the City execute a quitclaim deed conveying the Property to Petitioners.

This \_\_\_\_\_ day of July, 2024.

The Ward Firm, LLC  
225 W King Street  
Dalton, GA 30720  
706-278-5211

  
\_\_\_\_\_  
J. Tracy Ward  
Attorney for Petitioners

  
\_\_\_\_\_  
Anthony Ross Gamblin as Administrator of the  
Estate of Brenda Gamblin

  
\_\_\_\_\_  
Dewayne Lewallen

  
\_\_\_\_\_  
Donnie Lewallen, EXECUTOR

Exhibit A

Legal description for the portion of Gravely Street to be closed

All that tract or parcel of land lying and being in Land Lot 184 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County Georgia and being shown on a plat prepared by Martin Smith, Georgia Registered Land Surveyor No. 2649 dated May 15, 2024 and amended July 3, 2024 and recorded in Plat Book F page 1004 in the office of the Clerk of the Superior Court of Whitfield, Georgia and being more particularly described as follows:

To arrive at the **TRUE POINT OF BEGINNING** begin at the intersection of the east right of way of Belton Avenue (40 foot right of way) with the west right of way of Applewood Drive; thence run in a southerly direction along the east right of way of Belton Avenue 531 feet to a concrete monument; thence continuing along said right of way south 40 degrees 43 minutes 45 seconds west 89.08 feet to a concrete monument which is the point of beginning of the portion of Gravely Street described herein and the **TRUE POINT OF BEGINNING**; thence south 7 degrees 42 minutes 16 seconds west 122.02 feet to a point; thence north 79 degrees 56 minutes 12 seconds west 40.03 feet to the east right of way of Gravely Street; (40 foot right of way Unopened Street); thence along the easterly right of way of Gravely Street north 7 degrees 42 minutes 16 seconds east 58.84 feet to a point on the east right of way of Belton Avenue; thence north along the east right of way of Belton Avenue north 40 degrees 43 minutes 45 seconds east to the **TRUE POINT OF BEGINNING**.

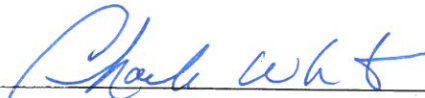


The undersigned, who are the adjoining property owners of the parcel identified in the attached petition to close a portion of Gravely Street consent to the City of Dalton closing that portion of Gravely Street as described in the attached Petition.

Witnessed this 20 day of July, 2024.



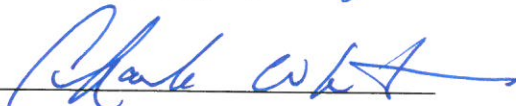
Armida C. Virgen

  
Witness

Witnessed this 19<sup>th</sup> day of Aug, 2024.

X 

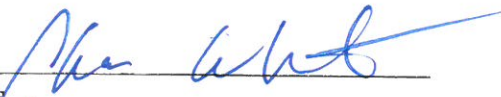
Anita Holland

  
Witness

Witnessed this 21 day of July, 2024.



Don W. Adcock

  
Witness

## RESPONSE TO PETITION TO CLOSE A PORTION OF GRAVELY STREET AND FOR A QUIT CLAIM DEED

Comes now, Hamilton Medical Center, Inc. ("Hamilton"), and responds to the Petition to Close a Portion of Gravelly Street and for a Quit Claim Deed filed by Anthony Ross Gamblin as Administrator of the Estate of Brenda Joyce Gamblin, Dewayne Lewallen and Donnie Lewallen (the "Petition") and responds thereto as follows:

1. Hamilton is the owner of real estate contiguous and abutting portions of Gravelly Street and Erwin Street, and being more particularly described as Whitfield County Tax Parcels: 12-184-01-109, 12-184-01-087, 12-184-01-080, 12-184-01-095, 12-184-01-019, 12-184-01-103, 12-184-01-018, 12-184-01-077, 12-184-01-069, 12-184-01-027, and shown in yellow on the attached drawing attached hereto as Exhibit "A."

2. Erwin Street is also shown as a 40 foot right of way and has never been opened or maintained by the City of Dalton but is a city street as shown on a plat of the R.R. Burleyson Subdivision.

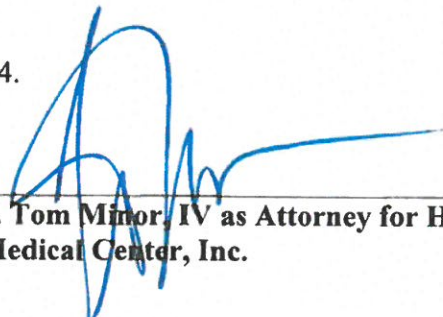
3. Hamilton requests that all of Gravelly Street and Erwin Street be closed and abandoned since they have never been open to the public and are not needed for any public purpose and no substantial purpose is served by said roads.

4. The abandonment and closing of Gravelly Street and Erwin Street will not be a detriment to the public good or harm the public in any matter whatsoever.

5. The Mayor and Council of the City of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

**WHEREFORE**, Hamilton requests that any notice as required by law issued to property owners located on said road and that the public be notified of the said petition as amended by this response; that the Mayor and Council of the City of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 31<sup>st</sup> day of October, 2024.

  
\_\_\_\_\_  
J. Tom Minor, IV as Attorney for Hamilton  
Medical Center, Inc.

**Georgia, Whitfield County**

The undersigned, being the person owning or having any interest in the lands through which Gravely Street and Erwin Street passes, as set forth in a Notice or Hearing pending before the Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Response to the Petition to Close a Portion of Gravely Street and for a Quit Claim Deed, and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 5<sup>TH</sup> day of November, 2024.

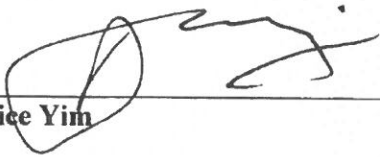
**Hamilton Medical Center, Inc.**

By: Sandy McKenzie  
Title: PRESIDENT & CEO  
w/ proper permission  
Salmie Brantley  
CHIEF LEGAL OFFICER

**Georgia, Whitfield County**

The undersigned, being the person owning or having any interest in the lands through which Gravely Street and Erwin Street passes, shown as Whitfield County Tax Parcel: 12-184-01-007, and as set forth in a Notice or Hearing pending before the Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Response to the Petition to Close a Portion of Gravely Street and for a Quit Claim Deed, and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 30 day of Oct., 2024.

  
\_\_\_\_\_  
Alice Yim

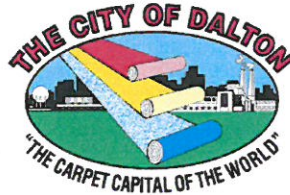
**Georgia, Whitfield County**

The undersigned, being the person owning or having any interest in the lands through which Gravely Street and Erwin Street passes, shown as Whitfield County Tax Parcel: 12-184-01-058, and as set forth in a Notice or Hearing pending before the Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Response to the Petition to Close a Portion of Gravely Street and for a Quit Claim Deed, and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 10<sup>th</sup> day of October, 2024.

  
Don W. Adcock





## **CITY ADMINISTRATION**

P.O. Box 1205 Dalton, GA 30722-1205  
Phone: 706-278-9500 Fax: 706-278-8245

**TO: LISA ADAMS - DAILY CITIZEN NEWS LEGAL AD DEPARTMENT**  
**FROM: KIMBERLEY WITHEROW**  
**DATE: NOVEMBER 7, 2024**

### **NOTICE OF ROAD CLOSURE**

Notice is hereby given that Anthony Ross Gamblin as Administrator of the Estate of Brenda Joyce Gamblin, Dewayne Lewallen and Donnie Lewallen, as Petitioner and Hamilton Medical Center, Ins. as respondent have applied to the Mayor and Council of the City of Dalton, Georgia for the discontinuance and abandonment of a portion of Gravely Street and Erwin Street, lying and being in Land Lot No. 184 in the 12th District and 3rd Section of Whitfield County, Georgia, and now running through lands located within the R.R. Burleyson subdivision, and running generally between Belton Avenue, Mack Street and Applewood Road. A full and complete description of said road sought to be abandoned and closed to the public is filed with said petition and the public is referred to said Petition and legal description and plat attached thereto which is available for inspection during regular business hours at the offices of the Mayor and Council of the City of Dalton, Georgia. Said Petition will be heard at the Mayor and Council Meeting at 6:00PM at Dalton City Hall on November 18, 2024 and December 2, 2024. Unless good cause is shown or valid objection made thereto, said road will be decreed discontinued and abandoned as a portion or section of the City road system and so certified upon the minutes of the Mayor and Council of the City of Dalton, Georgia declaring that said roads are not and never have been a part of the City road system and that the rights of the public in and to said road, to the extent said roads are a public road, shall cease. All persons having any objections to the vacating and abandonment of said property are hereby notified to be present and make known such objections. Unless good cause is shown or valid objection made thereto, Gravely Street and Erwin Street will be decreed discontinued and abandoned as a portion of the city road system and a Quit Claim Deed issued and so certified upon the minutes so the Mayor and Council of the City of Dalton, Georgia.

#### **DATES AD TO RUN IN NEWSPAPER:**

Friday, November 15, 2024  
Friday, November 22, 2024

**Kim Witherow**

---

**From:** Alex Rice  
**Sent:** Wednesday, November 13, 2024 10:44 AM  
**To:** Kim Witherow  
**Subject:** RE: Gravely Street



Posted this morning

Alex Rice  
City of Dalton Public Works  
Traffic Division Supervisor  
Email: arice@daltonga.gov  
Office: 706-278-7077  
Direct: 706-226-0848  
Cell: 706-270-1271






## MEMORANDUM

**TO:** Chad Townsend, Public Works Director  
Cliff Cason, Police Chief  
Matt Daniel, Fire Chief  
Jonathan Bledsoe, City Attorney  
John Thomas, Dalton Utilities

**CC:** Andrew Parker, City Administrator  
Todd Pangle, Asst. City Administrator

**FROM:** Kimberley Witherow 

**RE:** Street Closing/Quit Claim Request  
An Unopened Portion of Gravely Street

**DATE:** August 21, 2024

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Enclosed for your consideration is a Street Closing request from Anthony Ross Gamblin for the discontinuance and abandonment of a portion of Gravely Street, lying and being in Land Lot 184 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County Georgia, beginning at the intersection of the east right-of-way of Belton Avenue with the west right-of-way of Applewood Drive.

Please review the enclosed documents and return written comments stating approval and/or concerns to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning August 23, 2024. A first reading on the closing request will be held at the September 3, 2024 Mayor and Council meeting followed by a second reading on September 16, 2024.

Thank you for your assistance in this process and please contact me should you have any questions.



August 29, 2024

Mrs. Annalee Sams  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Street Closing/Quit Claim Request  
An Unopened Portion of Gravely Street**

Dear Mayor Sams:

As requested in your August 21, 2024, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for an unopened section of Gravely Street. It is our understanding that this road was platted, but has never previously been constructed or existed. After review of our GIS mapping system, it appears that Dalton Utilities has no known utilities in the area proposed for street closing. Accordingly, Dalton Utilities fully supports closure of this abandoned road.

We appreciate the opportunity to provide feedback regarding this road closure request and trust that this response is helpful to your review of this closure request. If you need additional information regarding this matter please don't hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com).

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner

**PUBLIC WORKS DEPARTMENT**

**CHAD TOWNSEND, DIRECTOR**

[ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

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



**ANNALEE SAMS, MAYOR**

**CITY COUNCIL MEMBERS:**

DENNIS MOCK  
NICKY LAMA  
TYREE GOODLETT  
STEVE FARROW

MEMORANDUM

**TO:** KIMBERLEY WITHEROW

**CC:** ANDREW PARKER, CITY ADMINISTRATOR

**FROM:** CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

**RE:** STREET CLOSING/QUIT CLAIM REQUEST  
AN UNOPENED PORTION OF GRAVELY STREET

**DATE:** AUGUST 21, 2024

---

Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Gravelly Street located on parcel 12-184-01-011 as requested by Anthony Ross Gamblin.

**MATT DANIEL**  
Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
mdaniel@daltonga.gov

## DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



**PUBLIC SAFETY COMMISSION**  
Truman Whitfield  
Terry Mathis  
Alex Brown  
Lane Jackson

Tuesday, August 22, 2024

RE: Street Closing Request of a Portion of Gravely Street

The Dalton Fire Department has no objection and approves the Street Closing request from Anthony Ross Gamblin for the discontinuance and abandonment of a portion of Gravely Street, lying and being in Land Lot 184 of the 12th District and 3rd Section of Whitfield County Georgia, beginning at the intersection of the east right-of-way of Belton Avenue with the west right-of-way of Applewood Drive.

Matt Daniel

A handwritten signature in black ink that reads "Matt Daniel".

Fire Chief

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonga.gov



Public Safety Commission  
Terry Mathis  
Truman Whitfield  
Alex Brown  
Lane Jackson

**DALTON POLICE DEPARTMENT**  
301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085

Date: August 22, 2024  
To: Chief Cliff Cason  
From: Lieutenant Matthew Locke  
RE: Street Closing – Quit Claim Request

Chief Cason:

I have visited this site and reviewed the request for the street closing of a section of Gravely Street that was never opened or maintained by the City of Dalton. The de-annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Locke".

Lieutenant Matthew Locke  
Operations Patrol Division

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Brenda Joyce Gamblin, DeWayne Lewallen and Donnie Lewallen**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the east half of Gravely Street adjacent to Lot Nos. 63, 64, 65 and 66 of Block C of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 1 Page 220 (Plat Cabinet A Slide 54), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.



[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Hamilton Medical Center, Inc.**, a Georgia not for profit corporation, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## EXHIBIT "A"

### Tract No. 1:

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the east half of Gravelly Street adjacent to Lot Nos. 92, 93, 94, 98 and 103 and of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

### Tract No. 2:

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the west half of Gravelly Street adjacent to Lot Nos. 78, 79, 81 and 82 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

### Tract No 3:

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the north half of Ervin Street adjacent to Lot Nos. 98, 99, 100 and 101 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

### Tract No 4:

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the south half of Ervin Street adjacent to Lot Nos. 103, 104, 105, 106 and 107 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Don W. Adcock**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the east half of Gravely Street adjacent to Lot Nos. 59, 60, 61 and 62 of Block C of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 1 Page 220 (Plat Cabinet A Slide 54), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

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Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Alice Yim**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]



## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the west half of Gravelly Street adjacent to Lot No. 1 of Block F of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 1 Page 220 (Plat Cabinet A Slide 54), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

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Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Larry Cope and Joe M. Wise**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the west half of Gravely Street adjacent to Lot No. 87 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **James L. Harris**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the north half of Ervin Avenue adjacent to Lot No. 102 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Carolyn B. Isaacs**, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.



**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the west half of Gravely Street adjacent to Lot No. 80 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Ryan P. King and Kenneth A. King**, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the west half of Gravely Street adjacent to Lot No. 83 of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 5 Page 9 (Plat Cabinet A Slide 164), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia Grantor, and **Stanely & Bivens Investments, LLC**, a Georgia limited liability company, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot Nos. 183 and 184 in the 12th District and 3rd Section of Whitfield County, Georgia and the east half of Gravely Street adjacent to Lot No. 22 of Block D of the R.R. Burleyson Subdivision, and being more particularly described according to a plat of survey of said subdivision recorded in Plat Book 1 Page 220 (Plat Cabinet A Slide 54), Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 11-18-24

**Agenda Item:** Adoption of New City Branding by Confluence Design

**Department:** Administration

**Requested By:** Todd Pangle

**Reviewed/Approved by City Attorney?** No

**Cost:**

**Funding Source if Not in Budget**

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

Presentation and Adoption of New City Branding by Confluence Design

# CITY OF DALTON, GA

## BRANDING

DESIGN DEVELOPMENT SET #2  
OCTOBER 22, 2024

confluence  
design consulting

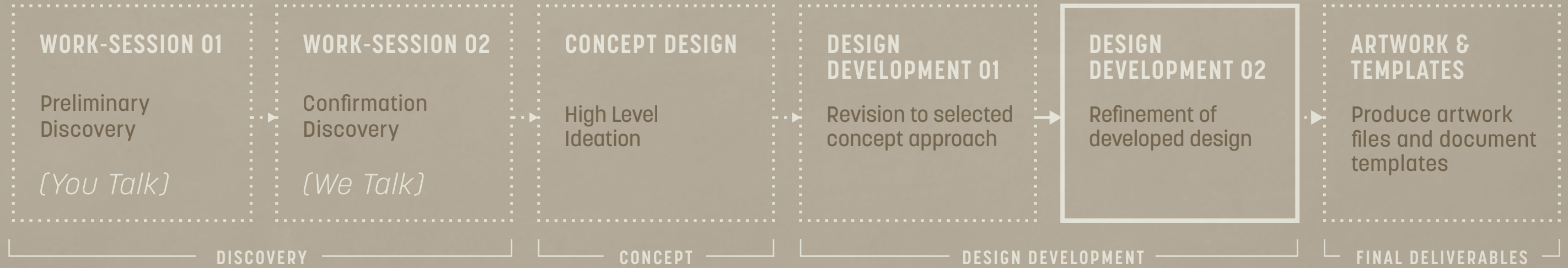


ALL DESIGN CONCEPTS, DRAWINGS, DEPICTIONS, IDEAS, ETC. ILLUSTRATED WITHIN THIS DOCUMENT SET ARE INTELLECTUAL PROPERTY OF CONFLUENCE DESIGN CONSULTING AND LIKENESS CANNOT BE UTILIZED UNTIL RIGHTS ARE TRANSFERRED UPON RECEIPT OF PAYMENT IN FULL. UTILIZATION OF THE CONTENT WITHIN THIS DOCUMENT IS NOT PERMITTED BY ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN PERMISSION OF CONFLUENCE DESIGN CONSULTING.

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# PROCESS

# OUR PROCESS



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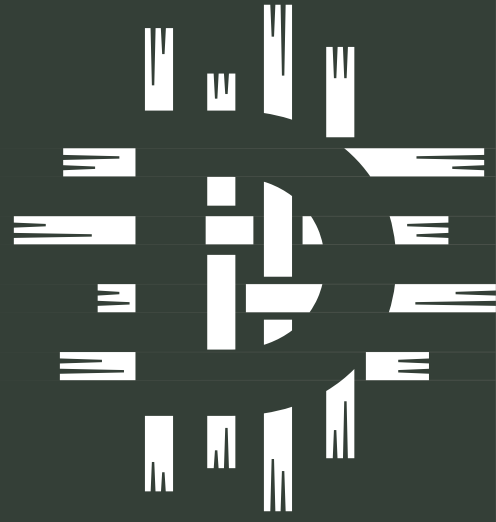
# DESIGN DEVELOPMENT

## CONCEPT OVERVIEW

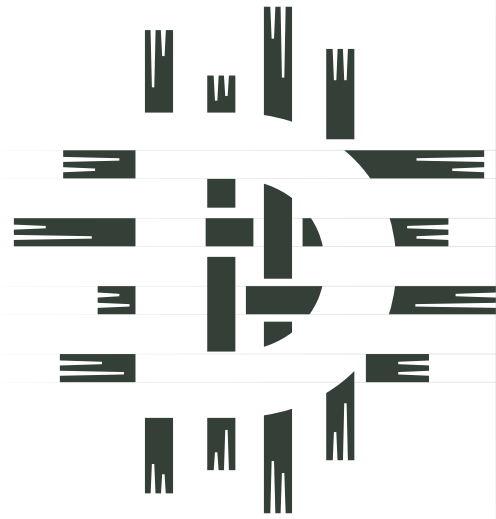
THE CITY OF DALTON BRANDMARK IS A SYMBOL INTENDED TO BE IMMEDIATELY RECOGNIZABLE AS UNIQUE AND MEANINGFUL. THE LOGOMARK INCORPORATES ABSTRACT CONCEPTS THAT INFER DALTON'S STRENGTH OF COMMUNITY AS WELL AS ITS INTERLACED CONNECTION WITH THE MILL INDUSTRY DRIVING ITS PLACE AS THE ECONOMIC ENGINE OF NORTH GEORGIA.

THE TEXTURAL FABRIC PATTERN UNDERSCORES THE INTERLACED CONNECTION OF DALTON AND THE CARPET MILL TRADE. THE INTERWOVEN FABRIC INFERS STRENGTH OF COMMUNITY WHILE THE "D" CREATED OUT OF NEGATIVE SPACE SYMBOLIZES DALTON; THE LETTER "D" CREATED OUT OF THE INTERWEAVING OF PEOPLE, CULTURES AND INDUSTRY COMPRISING THE FULL COMMUNITY.





DALTON  
GEORGIA



DALTON  
GEORGIA



A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

PRIMARY TYPEFACE

ARYA-DOUBLE

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

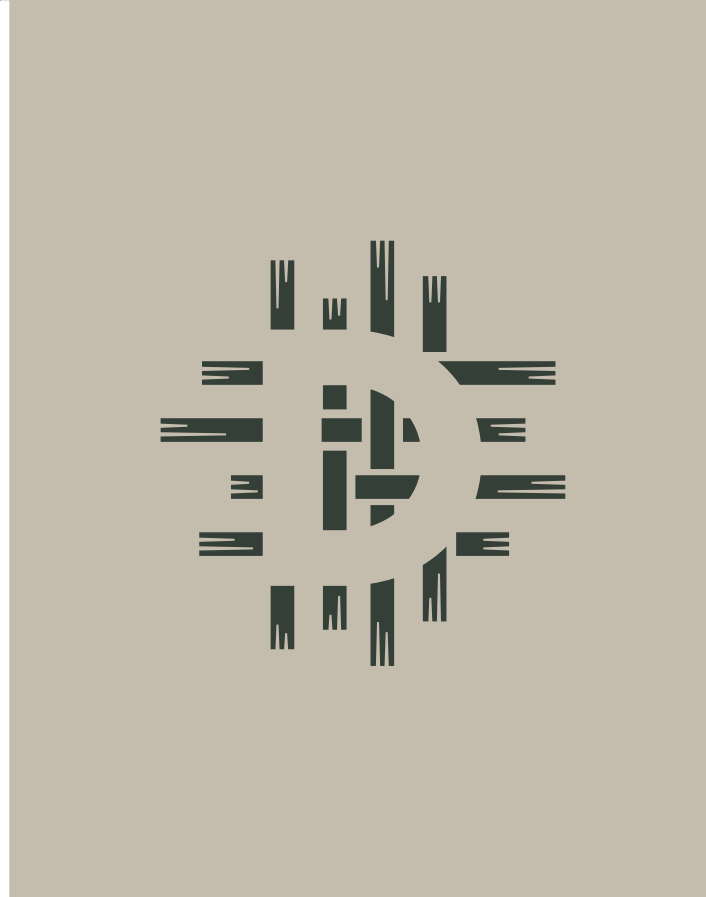
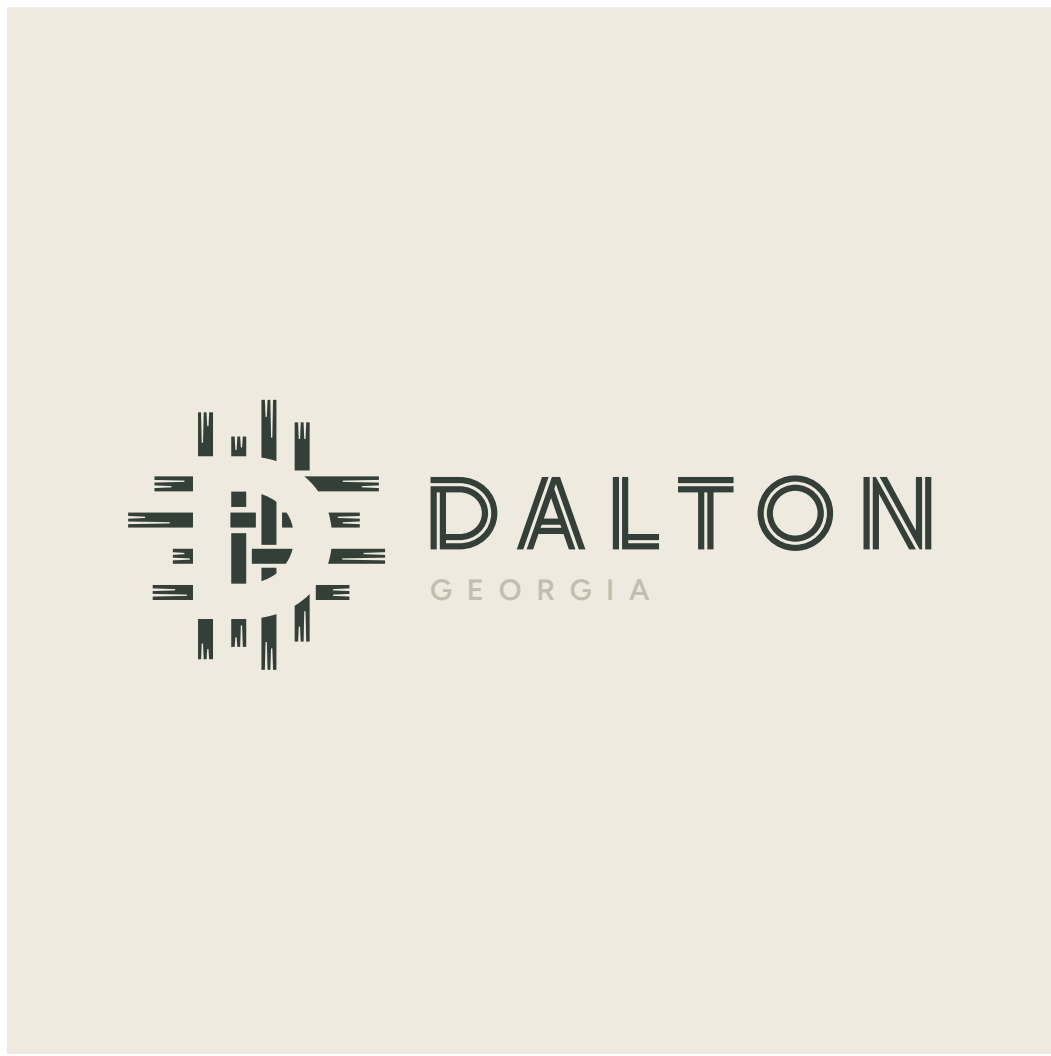
SECONDARY TYPEFACE

FIGTREE - MEDIUM

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

SPECIALTY ACCENT TYPEFACE

HEPTA SLAB - SEMIBOLD



HEX #343F37  
RGB 52,63,55  
CMYK 17,0,13,75

HEX #D35532  
RGB 211,85,50  
CMYK 0,60,76,17

HEX #FOEDE1  
RGB 240,237,225  
CMYK 0,1,6,6

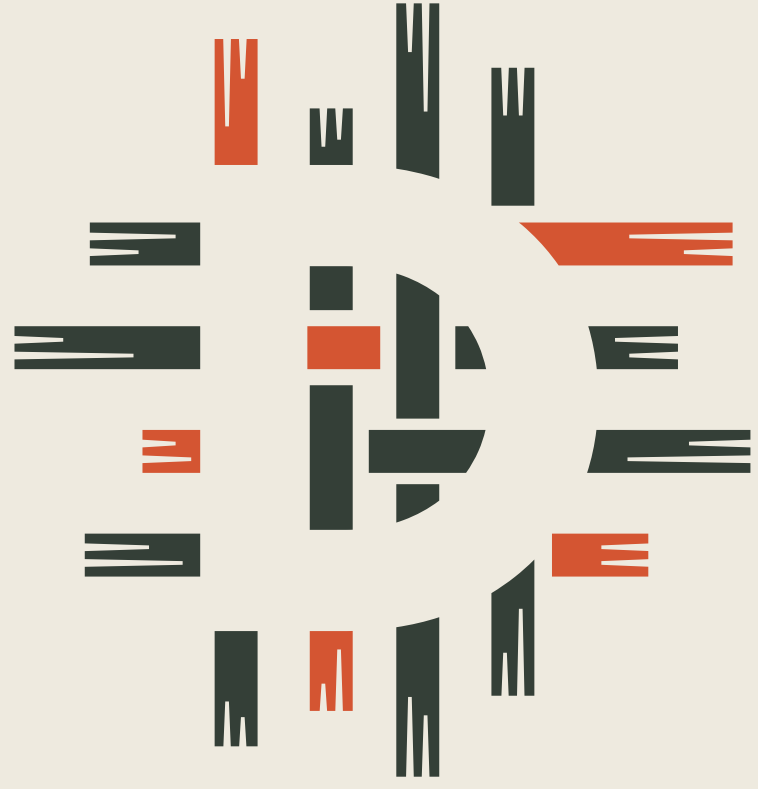
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CMYK 0,4,12,23

HEX #737446  
RGB 115,116,70  
CMYK 1,0,40,55

PRIMARY COLOR

ACCENT COLOR

SECONDARY COLORS





# PARKS + RECREATION

CITY OF DALTON



**PARKS +  
RECREATION**  
CITY OF DALTON



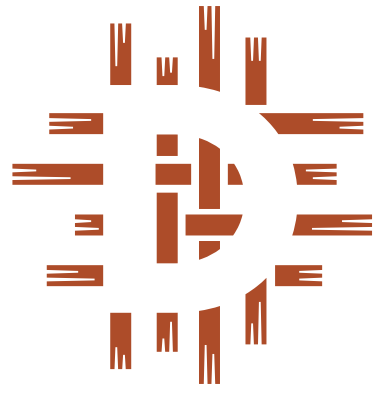
**PARKS +  
RECREATION**  
CITY OF DALTON



**POLICE  
DEPARTMENT**  
CITY OF DALTON



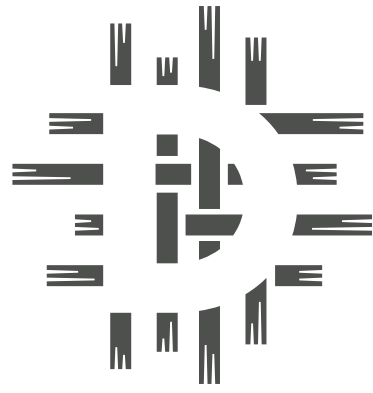
**POLICE  
DEPARTMENT**  
CITY OF DALTON



**FIRE  
DEPARTMENT**  
CITY OF DALTON



**FIRE  
DEPARTMENT**  
CITY OF DALTON



**PUBLIC  
WORKS**  
CITY OF DALTON



**PUBLIC  
WORKS**  
CITY OF DALTON

BRAND APPLICATION EXAMPLES









### New Message

To Cc Bcc

Email Subject


Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat.









Duis autem vel eum iriure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et iusto odio dignissim qui blandit praesent luptatum zzril delenit augue duis.

Ut wisi enim,

**Andrew Parker**  
City Administrator

+1.404.123.4567  
+1.404.123.4567  
www.daltonga.com



**Send**        







THANK YOU

