



**MAYOR AND COUNCIL MEETING  
TUESDAY, SEPTEMBER 03, 2024  
6:00 PM  
DALTON CITY HALL - COUNCIL CHAMBERS**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Presentations:**

1. Department Head Reports

**Proclamations:**

- [2.](#) Hunger Action Month - September 2024 - Jeannine Carpenter - Chattanooga Area Food Bank
- [3.](#) World Duchenne Awareness Day - September 7, 2024 - Amanda and Arden Brown

**Minutes:**

- [4.](#) Mayor & Council Minutes of August 19, 2024

**New Business:**

- [5.](#) (2) New 2024 Alcohol Beverage Applications
- [6.](#) Renewal of Public Works Facilities Floor Cleaning Contract with Spectra
- [7.](#) Temporary Construction Easement for 622 McFarland Avenue
- [8.](#) GDOT Contract 46 for Funding of Obstruction Removal Clearing on Runway 32 Approach End at Dalton Municipal Airport
- [9.](#) Contract with LRS Land Services LLC to Remove Trees from the Approach End of Runway 32 at Dalton Municipal Airport
- [10.](#) Individual Project Order #1 with Kimley-Horn for Construction Admin/Inspection Services During Obstruction Removal at Dalton Airport

- [11.](#) First Reading Ordinance 24-29 The request of Edgar Rincon to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .92 acres located at 908 Elk Street, Dalton, Georgia. Parcel (12-257-02-028)
- [12.](#) First Reading Ordinance 24-30 The request of Eloy Moreno Jr. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling .14 acres located at 709 McAfee Street, Dalton, Georgia. Parcel (12-218-16-015)
- [13.](#) First Reading Ordinance 24-31 The request of Octavio Perez to rezone from Medium Density Single Family Residential (R-3) to High-Density Residential (R-7) a tract of land totaling .45 acres located at 509-511 N. Hamilton Street and 107 Waterworks Street, Dalton, Georgia. Parcels (12-200-07-005, 12-200-07-041, and 12-200-07-042)
- [14.](#) Intergovernmental Agreement with the Dalton-Whitfield Joint Development Authority for Construction of the S. Hamilton Residential Infill Infrastructure Project

**Supplemental Business**

**Announcements:**

15. The City of Dalton will hold a second public information meeting to provide an overview of the proposed changes to the City's alcoholic beverage ordinance. The meeting will be held Wednesday, September 11, 2024 at 3:00 p.m. at Dalton City Hall Council Chambers.

**Adjournment**

# PROCLAMATION



**Hunger Action Month®** | **FEEDING AMERICA**

## 2024 Hunger Action Month

**WHEREAS**, hunger and poverty are of vital concern in Georgia where 13.1% of people face hunger and one in every 5 children do not know where their next meal will come from; and

**WHEREAS**, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families—yet in 2022, 44 million people—1 in 7—including more than 13 million children—1 in 5—faced food insecurity in the U.S. and that includes 15,720 in Whitfield County; and

**WHEREAS**, the City of Dalton is committed to taking steps to combat hunger in every part of our community; and

**WHEREAS**, City of Dalton is committed to working with the Chattanooga Area Food Bank, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

**WHEREAS**, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive.

**NOW, THEREFORE BE IT RESOLVED, I**, Mayor Annalee Sams, do hereby recognize September 2024, as “**HUNGER ACTION MONTH**” in the City of Dalton, and I call this observance to the attention of our citizens.

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

Mayor \_\_\_\_\_

Date September 3, 2024

# PROCLAMATION



## WORLD DUCHENNE AWARENESS DAY

**WHEREAS**, Duchenne muscular dystrophy (Duchenne) is the most common fatal genetic disorder diagnosed in childhood, affecting approximately one in every 5,000 live male births each year; and

**WHEREAS**, the Duchenne gene is found on the X-chromosome, it primarily affects boys; however, it occurs across all races and cultures; and

**WHEREAS**, Duchenne results in progressive loss of strength and is caused by a mutation in the gene that encodes for dystrophin. Because dystrophin is absent, the muscle cells are easily damaged. The progressive muscle weakness leads to serious medical problems, particularly issues relating to the heart and lungs. People with Duchenne typically live into their late twenties; and

**WHEREAS**, Duchenne can be passed from parent to child, but approximately 35% of cases occur because of a random spontaneous mutation. In other words, it can affect anyone. Although there are medical treatments that may help slow its progression, there is currently no cure for Duchenne; and

**WHEREAS**, on September 7, 2024, World Duchenne Awareness Day will take place. Duchenne organizations around the world will raise awareness for all people living with Duchenne muscular dystrophy.

**NOW, THEREFORE I**, Annalee Sams, Mayor for the City of Dalton, hereby proclaim September 7, 2024 as World Duchenne Awareness Day in the City of Dalton and encourage our residents to increase their understanding and awareness of Duchenne muscular dystrophy.

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

Mayor \_\_\_\_\_

Date \_\_\_\_\_ September 3, 2024



THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
AUGUST 19, 2024

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

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 Farrow, second Councilmember Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Madeline Smith came before the Mayor and Council with concerns about potential discrepancies in the calculation of the Whitfield County Tax Assessments.

DEPARTMENT HEAD REPORTS

There were no Department Head Reports.

MINUTES

The Mayor and Council reviewed the Work Session minutes of August 5, 2024. On the motion of Councilmember Goodlett, second Councilmember Farrow, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Regular Session minutes of August 5, 2024. On the motion of Councilmember Lama, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION

Constitution Week - September 17-23, 2024

Mayor Sams presented a proclamation to Bitsy McFarland as September 17, 2024 marks the 237<sup>th</sup> anniversary of the drafting of the Constitution and proclaimed September 17-23, 2024 as Constitution Week and urged all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

SECOND READING ORDINANCE 24-21 – REZONING REQUEST OF NANCY AND DAGOBERTO HERNANDEZ

City Administrator Andrew Parker presented the Second Reading of Ordinance 24-21, a request from Nancy and Dagoberto Hernandez to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.71 acres located at 417 Sheridan Avenue, Dalton, Georgia. Parcel (12-241-13-006). On the motion of Council member Farrow, second Council member Lama, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-22 – REZONING REQUEST OF TERESA ACEVEDO

City Administrator Andrew Parker presented the Second Reading of Ordinance 24-22 a request from Teresa Acevedo to rezone from Medium Density Single Family Residential (R-3) to High Density Residential (R-7) a tract of land totaling .40 acres located at 407 Sassafras Street, Dalton, Georgia. Parcel (12-180-01-024). Parker stated the Planning Commission voted to deny this request. On the motion of Council member Farrow, second Council member Lama, the request was denied. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-23 - REZONING REQUEST OF VELKY REYES

City Administrator Andrew Parker presented the Second Reading of Ordinance 24-23 a request from Velky Reyes to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling .21 acres located at 512 Abigail Street, Dalton, Georgia. Parcel (12-218-07-008). On the motion of Council member Goodlett, second Council member Farrow, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-24 - REZONING REQUEST OF MANNY DAVID

City Administrator Andrew Parker presented the Second Reading Ordinance 24-24 a request from Manny David to rezone from Rural Residential (R-5) to Transitional Commercial (C-4) a tract of land totaling .19 acres located on Frances Street, Dalton, Georgia. Parcel (12-258-02-102). On the motion of Council member Lama, second Council member Goodlett, the request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-25 - REZONING REQUEST OF JFP PROPERTIES GROUP LLC.

City Administrator Andrew Parker presented the Second Reading Ordinance 24-25 The request of JFP Properties Group LLC to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling .26 acres located on 702 Northview Drive, Dalton, Georgia. Parcel (12-201-01-060). Parker stated the Planning Commission Staff made a recommendation to deny the request, however the Planning Commission approved the request. On the motion of Goodlett, second Council member Farrow, the Mayor and Council denied the rezoning request. The vote was unanimous in favor.

SECOND READING ORDINANCE 24-26 0- ANNEXATION REQUEST OF ALEJANDRO MARTINEZ LOPEZ AND NAYELI ALVAREZ

City Administrator Andrew Parker presented the Second Reading Ordinance 24-26 a request from Alejandro Martinez Lopez and Nayeli Alvarez to annex a tract of land zoned Medium-Density Single-Family Residential R-3 totaling 0.17 acres located at 1218 Frazier Drive into the City of Dalton. Parcel (12-179-02-052). On the motion of Council member Goodlett, second Council member Lama, the annexation was approved. The vote was unanimous in favor.

GDOT TENTATIVE ALLOCATION OF STATE FUNDS FOR TAXIWAY RESURFACING AT AIRPORT

Airport Director Andrew Wiersma presented the GDOT Tentative Allocation of State Funds for Taxiway Resurfacing at Airport. Wiersma stated on July 31, 2024 GDOT provided another tentative funding allocation of \$2.525 million to rehabilitate the taxiway pavement and lighting. Wiersma further stated it will require a local match of \$841,667 in 2024. On the motion of Council member Lama, second Council member Goodlett the Mayor and Council accepted the tentative funding allocation in order to receive the funds. On the motion of Council member Lama, second Council member Goodlett, the request was approved. The vote was unanimous in favor.

PURCHASE AGREEMENT FOR SUTPHEN HEAVY DUTY 100' MID-MOUNT AERIAL PLATFORM FIRE APPARATUS

Fire Chief Matt Daniels presented the Purchase Agreement for Sutphen Heavy Duty 100' Mid-Mount Aerial Platform Fire Apparatus in the amount of \$2,199,933.77 with the funding source of the 2024 SPLOST. Daniels stated delivery time of the apparatus is 34-36 months and the invoice will not be received or paid until delivery. On the motion of Council member Goodlett, second Council member Lama, the Agreement was approved. The vote was unanimous in favor.

TEMPORARY CONSTRUCTION EASEMENTS FOR 707 VALLEY DRIVE, 705 VALLEY DRIVE, AND 704 SOUTH THORNTON AVENUE

Public Works Director Chad Townsend presented a Temporary Construction Easements for 707 Valley Drive, 705 Valley Drive, and 704 South Thornton Avenue for the completion of a channel stabilization of stream banks on Valley Drive as a part of the Walnut North stormwater improvements project. On the motion of Council member Goodlett, second Council member Lama, the Easements were approved. The vote was unanimous in favor.

JOHN DAVIS RECREATION CENTER PROJECT CHANGE ORDER NO. ONE

City Administrator Andrew Parker presented John Davis Recreation Center Project Change Order No. One. Parker stated the Change Order includes addition of a water quality unit and sediment traps required for permitting by local stormwater management as well as additional sitework and drainage materials to address existing conditions. Parker further stated that the change order also includes electrical and HVAC modifications to address low voltage equipment relocations, HVAC equipment changes and addition of bi-polar ionization units in the total amount of \$134,174 to be paid for from the Project Contingency. On the motion of Council member Farrow, second Council member Goodlett, the Change Order was approved. The vote was unanimous in favor.

ANNOUNCEMENTS

The City of Dalton will hold a public information meeting to discuss proposed changes to the City's alcoholic beverage ordinance. The meeting will be held in the City Council Chamber at City Hall on Monday, August 26th at 1:00 pm.

City offices will be closed for Labor Day on Monday, September 2, 2024. The next City Council Meeting will be held Tuesday, September 3, 2024.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Goodlett, second Councilmember Farrow the meeting was adjourned at 6:43 p.m.

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Bernadette Chattam  
City Clerk

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Annalee Sams, Mayor

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 09/03/2024

**Agenda Item:** 2024 Alcohol Beverage Applications

**Department:** City Clerk

**Requested By:** Gesse Cabrera

**Reviewed/Approved by City Attorney?** N/A

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

Two (2) New 2024 Alcohol Beverage Applications for review.

**2024 ALCOHOL BEVERAGE APPLICATION APPROVAL**  
**M&C MEETING – TUESDAY SEPTEMBER 3, 2024**

**(2) 2024 ALCOHOL APPLICATION(S)**

1. Business Owner: De lo mio Dominican Restaurant, LLC  
d/b/a: De lo mio Dominican Restaurant  
Applicant: Francisca Melo  
Business Address: 116 West King St.  
License Type: Pouring Beer, Wine, Liquor (Restaurant)  
Disposition: **New License**
  
2. Business Owner: All American Entertainment, LLC  
d/b/a: BigTime Billards and Cafe  
Applicant: Charles Chase III  
Business Address: 1129 S. Thornton Ave  
License Type: Pouring Beer, Wine, Liquor (Restaurant)  
Disposition: **New License**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/24

**Agenda Item:** Public Works Facilities Floor Cleaning Contract

**Department:** Public Works

**Requested By:** Chad Townsend

**Reviewed/Approved by City Attorney?** N/A

**Cost:** \$5,562.25

**Funding Source if Not in Budget** PW General Fund

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

This request is to approve the carpet and tile cleaning contracts with Spectra Contract Flooring. Spectra has performed the floor cleaning services for a number of years at the Public Works facilities and the contract price will remain the same as previous years.

August 27, 2024

Quote Number: 00114330 – Public Works – Carpet Cleaning

## PCDM Public Works – Carpet Cleaning

Chad Townsend  
Dalton Public Works  
PO Box 1205  
Dalton, GA. 30722  
Ph: 706-278-1847  
Email: [ctownsend@daltonga.gov](mailto:ctownsend@daltonga.gov)

Chad Townsend,  
We are pleased to submit a proposal for the following project:

Dalton Public Works  
PO Box 1205  
Dalton, GA. 30722  
Jobsite Address

<u>Item Description</u>	
Clean Carpet:	
6x per year for Red Areas (Halls)	
4x per year for Blue Areas (Conference Rooms)	
2x per year for Green Areas (Offices)	
Public Works – September 2024 – August 2025	
<hr/>	
<b>**Base Bid Total:</b> <b>\$4,113.22</b>	

This proposal is valid for 30 days from the date of the proposal.

<b>**Base Bid Total:</b> <b>\$4,113.22</b>
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**\*\*The unit pricing shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for the invoice was calculated using the actual price, rather than the unit pricing displayed above, and is the true and binding total for this proposal.\*\***

Notes:



**Proposal Excludes the Following:**

- Caulking – Caulking of any type not included in Standard Installation of Wood, Ceramic or Resilient.
- Concrete/slab Testing/Coring – any testing needed to ensure Concrete Slab meets proper standards (All Testing should be completed by an Outside Certified 3rd Party)
- Condition of Installation – Scheduled Work Area to be enclosed and/or Temperature-controlled, specific to Product requirements
- Dumpster/Haul away – Dumpsters for all Trash and Debris should be provided by customer/General Contractor
- Epoxy/Specialty grouts
- Floor Preparation – any type of Floor Preparation which is not completely definitive. (Skim Coat, 2 skim Coats, 1/8" or 1/4" average, Standard Floor preparation, ramping, or leveling)
- Floor Protection – Protection of new flooring Products, such as Masonite, Plastic, cardboard, Builder Board or other types of material
- Furniture moving, disconnecting or reconnecting any telephone/HDMI or Electrical cords
- General Conditions – All Areas of scheduled work to be free of debris, broom-swept,
- Loading Dock/Parking – Jobsite is required to have a safe and accessible Area for Truck Parking, Loading and Unloading within an acceptable distance of Scheduled Area of Work and available during regular business hours (no Overtime deliveries)
- Mitigation or Chemical abatement – mitigating for moisture or contaminants which may exist in the Concrete Slab or subfloor, such as Asbestos or excessive moisture which may exceed adhesive or product specifications.
- Negative Air flow – Healthcare Facilities may require Negative Air flow which helps to ensure off-gassing from new materials and/or fumes from adhesives escaping and cross-contaminating with other areas of a Facility
- Performance and Payment Bonds
- Specialty Labor needs and requirements – City/neighborhood Residency, MBE/WBE, OSHA Certifications, ICRA Certified, Certified Payroll, OCIP, CCIP, Performance/Payment Bonds
- Specialty pattern work Excluded – Borders, Herringbone, checker Boards, basket weave, etc.
- Standard Work Hours – No Overtime, Double Time, Weekends or Holidays, All work figured for weekdays 7am-4pm
- Surveys – surveying of substrate for leveling, drainage, or other
- Take-up Existing – removal of existing Flooring or subfloor and Adhesives
- Taping or finishing of walls and Seams – All Taping, Mudding and finishing of Walls to be completed by "Others" prior to installation of flooring and/or wall material Including taping of Concrete board.
- Under-cutting – under-cutting of Door Jams, Millwork or Base is excluded from Proposals
- Vacuuming, mopping, polishing – no final cleaning figured in Proposals, waxing
- Vertical Movement – Elevators/Skips/Hoisting to be provided by "Other" to move All material into The Building in a Safe and Clean manner
- Water Proofing/Crack Isolation Membrane

All costs that affect Material or Labor, including time spent, shipping fees, expediting costs, costs to cover or procure substitute materials, or other expenses, including any costs arising out of a delay in the supply of materials or impacts to the schedule, incurred by Spectra or its employees arising from any disruptions, interruptions or delays in the manufacture, production, delivery, distribution or transportation of any materials, supplies, or equipment shall be borne by you and will be added to the cost of the Work. Any delays in the Work or the Work Schedule that result from any delay in or unexpected time for the delivery of materials or equipment shall not be the responsibility of Spectra and any damages, including liquidated damages, that result from such delay shall not be borne by Spectra.



Terms & Conditions:

*These terms and conditions will apply and shall be included as an exhibit to the contract.*

**Acceptance:** Any and all proposals are subject to the parties entering into a written agreement acceptable to Spectra. This proposal is not legally binding unless signed by a person authorized to make such proposal on behalf of Spectra. This proposal will expire if not accepted within thirty (30) days of the proposal date. **Additional Work:** This proposal only pertains to the work set forth herein. No extra work or changes under this contract will be recognized or executed unless agreed to in writing by a person authorized by Spectra. **Bond:** Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs. **Conditions of Installation:** Work Area to be maintained before and during installation to the conditions of use required per industry standards as well as manufacturer's requirements and recommendations. All substrates required to meet manufacturer's specifications and requirements. Floors shall be broom clean, free of foreign matter. Finish lighting installed and functional to reflect finished room conditions. **Credit Review and Payment Terms:** This proposal is subject to credit review and approval. Payment terms are net 20 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay all of Spectra's attorneys' fees and costs. **Deposit:** If manufacturer requires a deposit or full payment prior to manufacture/shipping of custom material, Customer shall remit such deposit or payment to Spectra before the order is placed. Once production of materials has begun, orders are not cancelable and are strictly subject to full payment. Stock orders are not cancelable after cutting has begun. Material-only sales require a fifty percent (50%) deposit prior to placement of the order, with the balance due upon receipt of the material by Spectra. **Force Majeure and Insurance:** All work is contingent upon strikes, accidents, or any other delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire or other casualty. **Hazardous Conditions:** Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances. **Loading Dock/Parking/Hoisting:** Safe and accessible area, with parking, to be provided for unloading and loading of materials. Elevators or hoisting to be provided or arranged by Customer at no cost to Spectra. **Pricing and Price Changes:** The price listed includes all applicable taxes and freight. Due to the extreme volatility of the raw materials to construct the flooring products, the above pricing is valid for 30 days from the date of this proposal. The proposal shall expire if not accepted within 30 days of issuance. Prices are those prevailing as of this date. Any increase in materials, labor, freight or fuel costs prior to receipt of your order and deposit will be passed on to you. **Quality:** All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order. **Quantities:** Quantity estimates are based on the plan take-off from Customer's submitted drawing(s) and subject to verification by field measurement. **Schedule and Delays:** Proposal is based on a continuous schedule. Proposal is based on regular working hours; Monday through Friday; 7:00 AM to 3:30 PM unless specifically stated otherwise. Any delays in the work caused by any delay in the delivery of materials or equipment shall not be the responsibility of Spectra, including any and all damages, of whatever type, arising from such delay. **Surface Preparation Testing:** Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement. **Surface Preparation:** Unless specifically included, this proposal excludes all demolition, repair or take-up of existing flooring material, furniture moving, vacuuming, mopping, buffing, waxing, floor protection, floor floating, leveling or repair, sealing of the floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances and asbestos control/abatement. Areas to receive new floor covering shall be of a smooth quality to receive floor covering. Spectra is to receive floors flat. Unless stated otherwise, any floor preparation required, will be completed on a time and material basis and require a written change order. New concrete surfaces shall not be over troweled or burnished. Burnished and over troweled slabs will be subject to additional floor preparation costs. **Vertical Transportation / Material Removal:** Dumpster and elevator hoisting, and/or any vertical hoisting of materials is to be provided by customer at no cost to Spectra.

**Duration:** This contract is for fiscal year 2025 with the option to renew for two additional calendar years upon the mutual written consent of the City of Dalton and Spectra Contract Flooring.

Sincerely,

**Tony Gladson**  
**Account Executive**  
Tony.gladson@spectracf.com

**Tony Gladson**  
**Project Manager**  
Tony.gladson@spectracf.com

**Quote Number:** 00114330 Public Works – Carpet Cleaning

Please sign and return one (1) copy of this proposal.

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

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

August 27, 2024

Quote Number: 00114330 – Public Works – Tile Cleaning

## PCDM Public Works – Tile Cleaning

Chad Townsend  
PO Box 1205  
Dalton, GA. 30722  
Ph: 706-278-1847  
Email: ctownsend@daltonga.gov

Chad Townsend,  
We are pleased to submit a proposal for the following project:

Dalton Public Works  
PO Box 1205  
Dalton, GA. 30722  
Jobsite Address

<u>Item Description</u>	
1x per year Ceramic Tile Cleaning (Halls, Restrooms, Break Area). Public Works – September 2024 – August 2025	\$1,449.03
<b>**Base Bid Total: \$1,449.03</b>	

This proposal is valid for 30 days from the date of the proposal.

<b>**Base Bid Total: \$1,449.03</b>
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**\*\*The unit pricing shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for the invoice was calculated using the actual price, rather than the unit pricing displayed above, and is the true and binding total for this proposal.\*\***

**Notes:**

**Proposal Excludes the Following:**

- Caulking – Caulking of any type not included in Standard Installation of Wood, Ceramic or Resilient
- Concrete/slab Testing/Coring – any testing needed to ensure Concrete Slab meets proper standards (All Testing should be completed by an Outside Certified 3rd Party)
- Condition of Installation – Scheduled Work Area to be enclosed and/or Temperature-controlled, specific to Product requirements
- Dumpster/Haul away – Dumpsters for all Trash and Debris should be provided by customer/General Contractor
- Epoxy/Specialty grouts
- Floor Preparation – any type of Floor Preparation which is not completely definitive. (Skim Coat, 2 skim Coats, 1/8" or 1/4" average, Standard Floor preparation, ramping, or leveling)



- Floor Protection – Protection of new flooring Products, such as Masonite, Plastic, cardboard, Builder Board or other types of material
- Furniture moving, disconnecting or reconnecting any telephone/HDMI or Electrical cords
- General Conditions – All Areas of scheduled work to be free of debris, broom-swept,
- Loading Dock/Parking – Jobsite is required to have a safe and accessible Area for Truck Parking, Loading and Unloading within an acceptable distance of Scheduled Area of Work and available during regular business hours (no Overtime deliveries)
- Mitigation or Chemical abatement – mitigating for moisture or contaminants which may exist in the Concrete Slab or subfloor, such as Asbestos or excessive moisture which may exceed adhesive or product specifications.
- Negative Air flow – Healthcare Facilities may require Negative Air flow which helps to ensure off-gassing from new materials and/or fumes from adhesives escaping and cross-contaminating with other areas of a Facility
- Performance and Payment Bonds
- Specialty Labor needs and requirements – City/neighborhood Residency, MBE/WBE, OSHA Certifications, ICRA Certified, Certified Payroll, OCIP, CCIP, Performance/Payment Bonds
- Specialty pattern work Excluded – Borders, Herringbone, checker Boards, basket weave, etc.
- Standard Work Hours – No Overtime, Double Time, Weekends or Holidays, All work figured for weekdays 7am-4pm
- Surveys – surveying of substrate for leveling, drainage, or other
- Take-up Existing – removal of existing Flooring or subfloor and Adhesives
- Taping or finishing of walls and Seams – All Taping, Mudding and finishing of Walls to be completed by "Others" prior to installation of flooring and/or wall material Including taping of Concrete board.
- Under-cutting – under-cutting of Door Jams, Millwork or Base is excluded from Proposals
- Vacuuming, mopping, polishing – no final cleaning figured in Proposals, waxing
- Vertical Movement – Elevators/Skips/Hoisting to be provided by "Other" to move All material into The Building in a Safe and Clean manner
- Water Proofing/Crack Isolation Membrane

All costs that affect Material or Labor, including time spent, shipping fees, expediting costs, costs to cover or procure substitute materials, or other expenses, including any costs arising out of a delay in the supply of materials or impacts to the schedule, incurred by Spectra or its employees arising from any disruptions, interruptions or delays in the manufacture, production, delivery, distribution or transportation of any materials, supplies, or equipment shall be borne by you and will be added to the cost of the Work. Any delays in the Work or the Work Schedule that result from any delay in or unexpected time for the delivery of materials or equipment shall not be the responsibility of Spectra and any damages, including liquidated damages, that result from such delay shall not be borne by Spectra.



Terms & Conditions:

*These terms and conditions will apply and shall be included as an exhibit to the contract.*

**Acceptance:** Any and all proposals are subject to the parties entering into a written agreement acceptable to Spectra. This proposal is not legally binding unless signed by a person authorized to make such proposal on behalf of Spectra. This proposal will expire if not accepted within thirty (30) days of the proposal date. **Additional Work:** This proposal only pertains to the work set forth herein. No extra work or changes under this contract will be recognized or executed unless agreed to in writing by a person authorized by Spectra. **Bond:** Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs. **Conditions of Installation:** Work Area to be maintained before and during installation to the conditions of use required per industry standards as well as manufacturer's requirements and recommendations. All substrates required to meet manufacturer's specifications and requirements. Floors shall be broom clean, free of foreign matter. Finish lighting installed and functional to reflect finished room conditions. **Credit Review and Payment Terms:** This proposal is subject to credit review and approval. Payment terms are net 20 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay all of Spectra's attorneys' fees and costs. **Deposit:** If manufacturer requires a deposit or full payment prior to manufacture/shipping of custom material, Customer shall remit such deposit or payment to Spectra before the order is placed. Once production of materials has begun, orders are not cancelable and are strictly subject to full payment. Stock orders are not cancelable after cutting has begun. Material-only sales require a fifty percent (50%) deposit prior to placement of the order, with the balance due upon receipt of the material by Spectra. **Force Majeure and Insurance:** All work is contingent upon strikes, accidents, or any other delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire or other casualty. **Hazardous Conditions:** Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances. **Loading Dock/Parking/Hoisting:** Safe and accessible area, with parking, to be provided for unloading and loading of materials. Elevators or hoisting to be provided or arranged by Customer at no cost to Spectra. **Pricing and Price Changes:** The price listed includes all applicable taxes and freight. Due to the extreme volatility of the raw materials to construct the flooring products, the above pricing is valid for 30 days from the date of this proposal. The proposal shall expire if not accepted within 30 days of issuance. Prices are those prevailing as of this date. Any increase in materials, labor, freight or fuel costs prior to receipt of your order and deposit will be passed on to you. **Quality:** All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order. **Quantities:** Quantity estimates are based on the plan take-off from Customer's submitted drawing(s) and subject to verification by field measurement. **Schedule and Delays:** Proposal is based on a continuous schedule. Proposal is based on regular working hours; Monday through Friday, 7:00 AM to 3:30 PM unless specifically stated otherwise. Any delays in the work caused by any delay in the delivery of materials or equipment shall not be the responsibility of Spectra, including any and all damages, of whatever type, arising from such delay. **Surface Preparation Testing:** Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement. **Surface Preparation:** Unless specifically included, this proposal excludes all demolition, repair or take-up of existing flooring material, furniture moving, vacuuming, mopping, buffing, waxing, floor protection, floor floating, leveling or repair, sealing of the floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances and asbestos control/abatement. Areas to receive new floor covering shall be of a smooth quality to receive floor covering. Spectra is to receive floors flat. Unless stated otherwise, any floor preparation required, will be completed on a time and material basis and require a written change order. New concrete surfaces shall not be over troweled or burnished. Burnished and over troweled slabs will be subject to additional floor preparation costs. **Vertical Transportation / Material Removal:** Dumpster and elevator hoisting, and/or any vertical hoisting of materials is to be provided by customer at no cost to Spectra.

**Duration:** This contract is for fiscal year 2025 with the option to renew for two additional calendar years upon the mutual written consent of the City of Dalton and Spectra Contract Flooring.

Sincerely,

**Tony Gladson**  
**Account Executive**  
Tony.gladson@spectracf.com

**Tony Gladson**  
**Project Manager**  
Tony.gladson@spectracf.com

**Quote Number:** 00114330 – Public Works – Tile Cleaning  
Please sign and return one (1) copy of this proposal.

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

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



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/03/2024

**Agenda Item:** 622 McFarland Avenue Temporary Construction Easement

**Department:** Public Works

**Requested By:** Chad Townsend

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

**Cost:** N/A

**Funding Source if Not in Budget** -----

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

This request is to execute the Temporary Construction Easement to complete elements of the Franklin and Valley Stormwater Bypass System Project.

The work is to be completed within 24 months from the date of contract execution.

See attached easement for additional information about the scope of services.

[Space above this line for recording data.]

Please Record and Return To:

Jonathan Bledsoe  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (this "Agreement") made this 29 day of August, 2024, between Diane F. Williams, Grantor, and 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 **West Franklin Street** (the "City Property"); and

**WHEREAS**, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures located 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 "Construction Easement" on the depiction attached hereto as Exhibit "B," attached hereto and made a part hereof by reference (the "Storm Drainage 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;

**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 that Property shown on Exhibit "A" (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").

3. *Extension of Term of Construction Easement.* 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.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Temporary Construction 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 Temporary Construction Easement or Storm Drainage Easement, which removal is 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 Temporary Construction Easement or 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, Temporary Construction Easement, 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 Temporary Construction 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 permanent Storm Drainage 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 permanent Storm Drainage Easement, the terms of the permanent Storm Drainage Easement shall control.

11. *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.

12. *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:

*T. L. Latham Sheppard*

Unofficial Witness

*Tosha Haynes*

Notary Public

My commission expires: 04-03-2026

[Notarial Seal]



**GRANTOR:**

*Diane F. Williams*

Diane F. Williams

(Seal)

**RECEIPT ACKNOWLED 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"

### TRACT I:

ALL that tract or parcel of land lying and being in Land Lot 237 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, together with improvements thereon, and being Lot 48 of the Hamilton Heights Subdivision, and being more particularly described according to a plat of survey prepared by Joseph R. Evans, GRLS No. 2168, dated 11/29/1989 and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the north right-of-way of Franklin Street (50 foot right-of-way), said point being located in a westerly direction, as measured along said right-of-way line a distance of 240.0 feet from the point of intersection of said right-of-way line and the west right-of-way line of Miller Street; thence running west along the north right-of-way line of Franklin Street, a distance of 236.0 feet to an iron pin; thence running north 48 degrees 35 minutes 44 seconds east a distance of 235.50 feet to an iron pin located in the south right-of-way line of McFarland Avenue (50 foot right-of-way); thence running in a southeasterly direction, along an arc to the left of the southwest right-of-way line of McFarland Avenue, a distance of 70.0 feet to an iron pin; thence running south 00 degrees 48 minutes 00 seconds east a distance of 126.9 feet to an iron pin; which is the point of beginning.

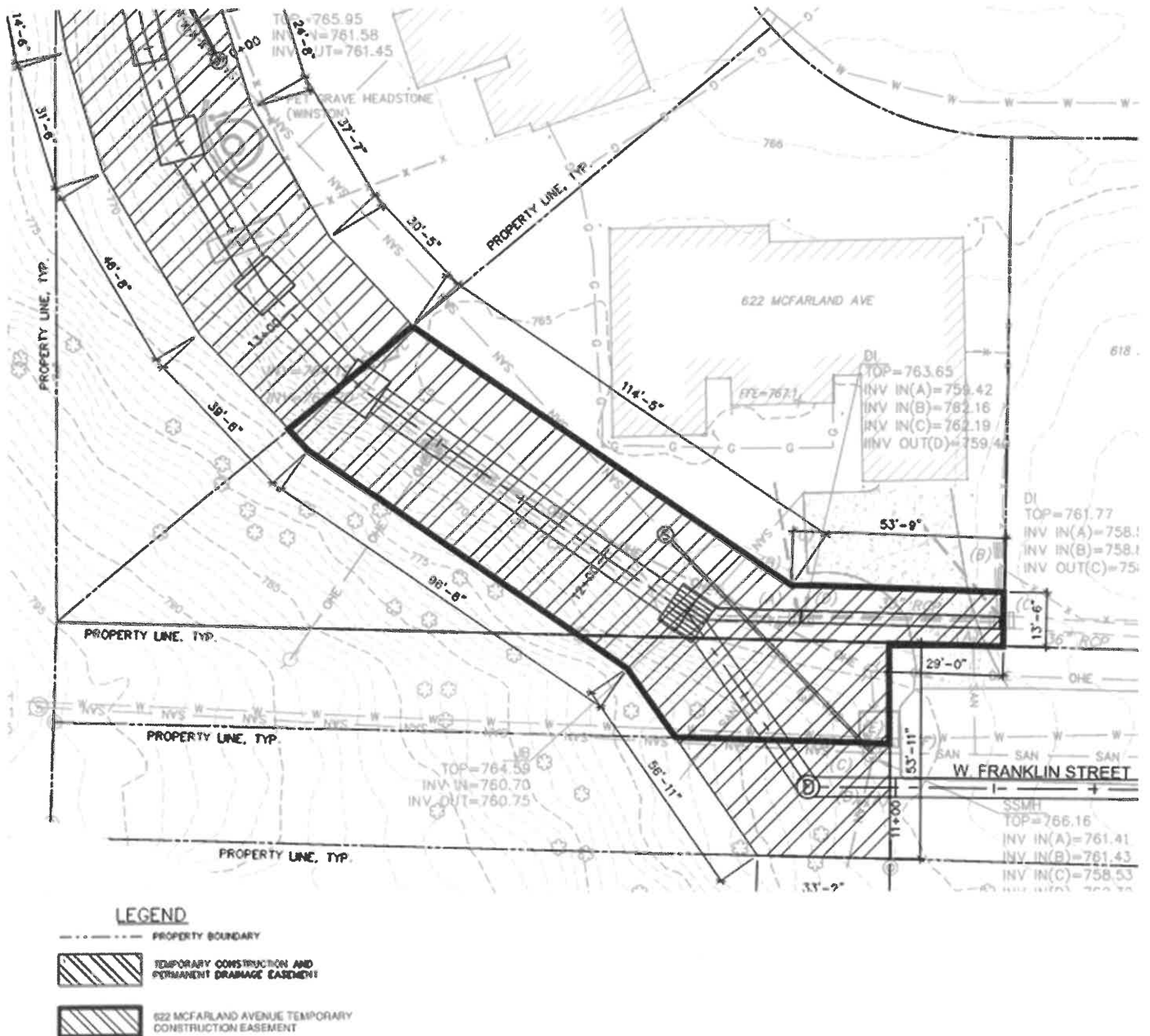
### TRACT II:

ALL that tract or parcel of land lying and being in Land Lot 237 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being more particularly described as Tract "A" according to a plat of survey prepared by Joseph R. Evans, GRLS No. 2168, dated 9/15/2003, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the intersection of the north right of way line of Franklin Street and the west right of way line of Miller Street; thence running in a westerly direction, along the north right of way line of Franklin Street, a distance of 240.0 feet to an iron pin, thence continuing in a westerly direction along the north right of way line of Franklin Street, a distance of 29 feet to an iron pin; which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, running thence south 01 degrees 48 minutes 47 seconds east 25.01 feet to an iron pin; thence north 90 degrees 00 minutes 00 seconds west 207.79 feet to an iron pin; thence north 00 degrees 00 minutes 00 seconds east 25 feet to an iron pin; thence north 90 degrees 00 minutes 00 seconds east, along the north right of way line of Franklin Street, 207.00 feet to an iron pin and the TRUE POINT OF BEGINNING.

## EXHIBIT "B"

### 622 McFarland Avenue Temporary Construction Easement





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** GDOT Contract 46 for Obstruction Removal at Dalton Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

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

**Cost:** \$4690.78

**Funding Source if Not in Budget** General Fund

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

Original Tentative Allocation of Federal and State funds for this project in the amount of \$311,389 was approved by the Mayor and Council on August 1, 2022. Estimated local share was \$16,389. Actual contract amount is \$93,815.73 with a required local match portion of \$4690.70. This funding contract will cover the construction phase of 2024 Obstruction Clearing on Runway 32 approach end at Dalton Municipal Airport. Actual contract will be delivered via Docusign for Mayor signature.

Revised July 1, 2024

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP025-9074-46(313)  
PID - T008698

WHITFIELD

**\*\*LIMITED PARTICIPATION\*\***

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on \_\_\_\_\_, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF DALTON (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

RUNWAY 32 APPROACH, OBSTRUCTION REMOVAL AT THE DALTON MUNICIPAL AIRPORT IN DALTON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T008698/AP025-9074-46(313) WHITFIELD prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees

to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is NINETY-THREE THOUSAND EIGHT HUNDRED FIFTEEN and 73/100 Dollars (\$93,815.73). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is EIGHTY-NINE THOUSAND ONE HUNDRED TWENTY-FOUR and 95/100 Dollars (\$89,124.95). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 95% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is EIGHTY-NINE THOUSAND ONE HUNDRED TWENTY-FOUR and 95/100 Dollars (\$89,124.95) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of FOUR THOUSAND SIX HUNDRED NINETY and 79/100 Dollars (\$4,690.79) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of EIGHTY-FOUR THOUSAND FOUR HUNDRED THIRTY-FOUR and 16/100 Dollars (\$84,434.16) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of FOUR THOUSAND SIX HUNDRED NINETY and 78/100 Dollars (\$4,690.78).



(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be

increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply

with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
  - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each

occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) 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 for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment

Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.



IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

CITY OF DALTON:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
PRINTED NAME

This Contract approved by

CITY OF DALTON

at a meeting held at:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
Federal ID/IRS #

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

DRAFT CONTRACT

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP025-9074-46(313) Whitfield  
PID-T008698**

**RUNWAY 32 APPROACH, OBSTRUCTION REMOVAL**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part 1 Federal Funds FY23 - SBGP-059-2023 (NPE)</b>								<b>22184</b>		<b>01250</b>
1	C-105	Mobilization	LS	4,800.00	\$1.00	\$4,800.00	90%	\$4,320.00	5%	\$240.00
2	P-151-4.3	Tree Removal (incl.grinding/mulching)	EA	35.00	\$1,000.00	\$35,000.00	90%	\$31,500.00	5%	\$1,750.00
3	T-901-5.1	Temporary and Permanent Seeding and Straw Mulching	AC	2.00	\$2,400.00	\$4,800.00	90%	\$4,320.00	5%	\$240.00
4	C-102-5.1a	Temporary Construction Entrance (incl maintenance)	EA	2.00	\$2,250.00	\$4,500.00	90%	\$4,050.00	5%	\$225.00
5	GDOT	Remove and Replace Gate (incl posts, hardware, chain, lock, etc.)	EA	1.00	\$480.00	\$480.00	90%	\$432.00	5%	\$24.00
6	P-160-5.2	Remove and Replace Fence (barbed wire)	LF	1,000.00	\$5.25	\$5,250.00	90%	\$4,725.00	5%	\$262.50
7	FAA	Project Formulation	EA	1,665.05	\$1.00	\$1,665.05	90%	\$1,498.55	5%	\$83.25
8	FAA	Construction Administration	EA	24,146.97	\$1.00	\$24,146.97	90%	\$21,732.27	5%	\$1,207.35
9	FAA	Construction Inspection	EA	11,766.41	\$1.00	\$11,766.41	90%	\$10,589.77	5%	\$588.32
10	FAA	"RAM" Obstruction Database Update	EA	1,407.30	\$1.00	\$1,407.30	90%	\$1,266.57	5%	\$70.37
<b>Total Part 1 Federal Funds</b>						<b>\$93,815.73</b>		<b>\$84,434.16</b>		<b>\$4,690.79</b>
<b>Total Project Cost</b>						<b>\$93,815.73</b>		<b>\$84,434.16</b>		<b>\$4,690.79</b>

<u>Federal Grant # and FAIN</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity</u>
3-13-SBGP-059-2023	8/4/2023	\$84,434.16	22184	AVNP
State FY25	N/A	\$4,690.79	01250	AVIA
<b>Total Maximum Obligation of Federal and State Funds this Contract:</b>		<b>\$89,124.95</b>		

**EXHIBIT B****CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of the CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722-1205, and it is also certified that:

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

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

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



## EXHIBIT C

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	CITY OF DALTON
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T008698/AP025-9074-46(313) Whitfield Runway 32 Approach, Obstruction Removal at the Dalton Municipal Airport in Dalton, GA

### CONTRACTOR AFFIDAVIT

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

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

46948

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

7/10/2007

Date of Authorization

CITY OF DALTON

Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

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

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: \_\_\_\_\_

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

[NOTARY SEAL]

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

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

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

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

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

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

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

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

Position: \_\_\_\_\_

Company: CITY OF DALTON

## **EXHIBIT E**

### **FAA Airport Sponsor Assurances**

FAA Airport Sponsor Assurances shall begin on the following pages.



**FAA  
Airports**

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and



assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

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

#### **1. General Federal Requirements**

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

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

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

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

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

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

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

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**EXHIBIT F**

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
Date

Form Date - May 10, 2024

EXHIBIT F

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**CERTIFICATION REGARDING LOBBYING****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <div>CITY OF DALTON</div>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
<b>* SIGNATURE:</b> <div></div>	<b>* DATE:</b> <div></div>

**ATTACHMENT 1**

Department of Transportation  
State of Georgia

AUGUST 21, 2024

**SPECIAL PROVISIONS**

AIRPORT PROJECT NO. T008698/AP025-9074-46(313) WHITFIELD  
RUNWAY 32 APPROACH, OBSTRUCTION REMOVAL AT THE DALTON MUNICIPAL AIRPORT IN DALTON,  
GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

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**Section 108—Prosecution and Progress**

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*Retain Subsection 108.03 except as modified below:*

**For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.**

*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION**

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**Section 109—Measurement & Payment**

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**Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:**

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

**ATTACHMENT 2**  
**SPECIAL CONDITIONS**

**Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

**Environmental.** The environmental approval for this project was issued on Enter Approval Date.

**Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE)**

**Program.** The Sponsor understands and agrees that the State/FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** Contract with LRS Land Services LLC for Obstruction Removal at Dalton Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

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

**Cost:** \$54,830

**Funding Source if Not in Budget** GDOT funding contract #46

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

Contract with LRS Land Services LLC for services to remove trees from the approach end of Runway 32 at Dalton Municipal Airport.

**DIVISION 4 – CONTRACT DOCUMENTS****CONTRACT****STATE OF GEORGIA****WHITFIELD COUNTY, DALTON, GEORGIA**

THIS AGREEMENT made and entered into this   3   day of   September  , 2024 by and between **CITY OF DALTON, DALTON, GEORGIA** (Party of the, First Part, hereinafter called the Sponsor) and   LRS Land Services, LLC.   (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Sponsor, for the consideration herein mentioned and under the provision of the Performance Bond and Labor and Materials Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications, to wit: Improvements to DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA and CROY Engineering, LLC project No. 2106.008.

The Contractor awarded work under this contract shall commence work within **ten** days after the issuance of the Notice to Proceed. **All work shall be fully completed within SIXTY (60) Calendar Days** from the Notice to Proceed.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the Sponsor as liquidated damages and not as a penalty, the amount of Eight Hundred Dollars (\$800.00) per calendar day for a delay in completion.

The Sponsor shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, the full sum of   Fifty-four thousand eight-hundred thirty and 00/100 dollars   (\$ 54,830.00) based on the quantities shown in the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the Sponsor that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the Sponsor may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Sponsor to the payment of such just claims

It is further mutually agreed between the Parties hereto that if, at any time after the execution of agreement and the Performance Bond for its faithful performance and the Labor and Materials Payment bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party 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 a manner and form satisfactory to the first party.

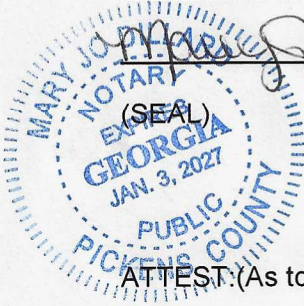
IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate this day of  
3 day of September, 2024.

ATTEST: (As to Contractor)  
Signed and sealed in the  
Presence of:

LRS Land Services LLC

\_\_\_\_\_. L.S. By: LRS \_\_\_\_\_ L.S.

\_\_\_\_\_. L.S. Title: owner



ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_. L.S.

ATTEST: (As to Sponsor)

**CITY OF DALTON  
WHITFIELD/DALTON, GEORGIA**

By: \_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

APPROVED AS TO FORM BEFORE EXECUTION

By: \_\_\_\_\_ L.S.  
Attorney for City of Dalton

*Original*

**CONTRACT DOCUMENTS  
and  
SPECIFICATIONS  
for  
OBSTRUCTION REMOVAL  
RUNWAY 32  
at  
DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

**GDOT Project No. APXXX-XXXX-XX(XXX) Whitfield County  
PI T008698  
Croy Engineering Project No. 2106.008**



**CROY ENGINEERING  
200 North Cobb Parkway, Suite 413  
Marietta, Georgia 30062**

specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Sponsor's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Sponsor.

### **ESTIMATED QUANTITIES**

Estimated Quantities: Where quantities of work are given in the BID they are approximate and are assumed solely for comparison of the BIDS. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract, it being presumed that the BIDDER has verified the quantities necessary to complete the Work of the contract as intended, and any departure therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; not with any additional payment be made, regardless of the actual quantities required or ordered to complete the Work.

### **SUBMISSION OF BIDS**

BIDS shall be submitted at the time and place indicated in the Advertisement. Each BID shall be enclosed in a sealed envelope and marked and addressed as required in the below and in the Advertisement and shall be accompanied by the Bid Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED for (Project Name)" on the face thereof. Submit original and one copy of the Bid Form, Schedules and other required documents.

Indicate the following information on the outside of the sealed envelope containing the bid:

- a. Project Name as stated on page one of the Bid Forms
- b. Project Number
- c. Location of Airport
- d. Bidder's Name and Address

**Submit Bids to:**      **City of Dalton**  
                                 **300W. Vaugh Street**  
                                 **Dalton, GA 30722**

The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents. This document is to be included with the bid.

Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

**DIVISION 3 – PROPOSAL DOCUMENTS****PROPOSAL****IMPROVEMENTS TO DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

Failure to furnish all requested data will be cause for considering Bidder nonresponsive and may render this Bid invalid on that basis.

BID FOR: **DALTON MUNICIPAL AIRPORT  
OBSTRUCTION REMOVAL**

SUBMITTED TO: **CITY OF DALTON  
300 W. Waugh Street  
Dalton, GA 30722**

SUBMITTED BY: LRS Land Services LLC.  
Bidder's Name  
734 Cape Trail  
Address  
Talking Rock GA 30175  
City, State and Zip Code  
404-889-1105 Logan@LRSLandServices.com  
Telephone email

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the drawings, the Advertisement, Proposal, Proposal Bond, Contract, Performance and Payment Bonds, Instructions to Bidders, General Conditions, General Provisions, and Special Provisions; and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this Proposal, to execute within **fifteen** calendar days after notice of award, the required Contract and the Performance Bond and Payment Bond, of which Contract this Proposal, the Plans for the work, and the Standard Specifications, with subsequent revisions shall be a part.

The undersigned bidder further agrees if awarded the contract on this proposal to begin work within **ten** days after the date of issuance of the Notice to Proceed unless otherwise authorized by the Engineer, and further agrees that within **fifteen** days after the date of the notice to proceed to have



at work all the equipment specified, along with such other necessary equipment as set out in the specifications.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Proposal, the Plans and the Specifications and set forth in the Proposal and to all "extra work" which may be required in connection with the construction and completion of the work as required by the Specifications Plans and Special Provisions.

For construction, the undersigned bidder has confirmed that the bidder's organization and equipment are available to perform the project. The bidder agrees, if deemed necessary by the Engineer, to increase this schedule of operations in order to complete the work within the time stated and to the satisfaction of the Engineer.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described.

The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The bidder also declares that he/she will perform a minimum of 30 percent of the contract work by his/her own forces.

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Contract Time: Bidder agrees that:

- (A) The Project Work will be completed within **THIRTY (30) Calendar Days** from the date when the Contract Time commences. Liquidated damages for additional days of runway closure shall apply.
- (B) He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice.
- (C) The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the price bid and actual quantities of work performed in accordance with the Contract Documents.
- (D) Liquidated damages for the delay in completion will be Eight Hundred Dollars (\$800.00) per calendar day.
- (E) The undersigned bidder submits herewith proposal guarantee in an amount of not less than five percent (5%) of the total amount of the proposal offered and agrees

and consents that the proposal guarantee shall be forfeited to the Sponsor as liquidated damages if the required Contract, Performance Bond and Payment Bond are not executed within fifteen (15) calendar days from the Notice of Award and work has not started as required in the previous statements.

LRS Land Services

NAME OF BIDDER

BY:

Logan Severa

NAME

Owner

TITLE



**PROPOSAL BID FORM**  
**DALTON MUNICIPAL AIRPORT**  
**DALTON, GEORGIA**

**OBSTRUCTION REMOVAL**  
**BASE BID**

Item No.	Pay Item	Description	Approx. Qty	Unit	Unit Price	Cost
1	C-105	MOBILIZATION (INCLUDING PREPARATION & MAINTENANCE OF HAUL ROAD, STAGING AREA, REPAIRS, AND CLEAN-UP) @ <u>Both sides of River to and from site</u>	1	EA	4800	4800
2	P-151-4.3	TREE REMOVAL (INCL GRINDING & SPREADING) @ <u>Mulching and spreading</u>	35	EA	1000	35000
3	901-5.1	TEMPORARY AND PERMANENT SEEDING AND STRAW MULCHING @ <u>blower, straw and seed</u>	2	AC	2400	4800
4	C-102-5.1a	TEMPORARY CONSTRUCTION ENTRANCE (INCL MAINTENANCE) @ <u>Each side of river</u>	2	EA	2250	4500
5		REMOVE AND REPLACE FARM/CATTLE GATE (INCL POSTS, HARDWARE, CHAIN, LOCK, ETC.) @ <u>1 USA made Gate, delivered</u>	1	EA	480	480
6	P-160-5.2	REMOVE AND REPLACE CATTLE FENCE (BARBED WIRE) @ <u>wire, post, staples &amp; labor</u>	1000	LF	5.25	5,250
<b>BASE BID TOTAL</b>						<b>54,830.<sup>00</sup></b>

**ALTERNATE BID**

Item No.	Pay Item	Description	Approx. Qty	Unit	Unit Price	Cost
1	C-105	MOBILIZATION (INCLUDING PREPARATION & MAINTENANCE OF HAUL ROAD, STAGING AREA, REPAIRS, AND CLEAN-UP) @ <u>Both sides of the river</u>	1	EA	4800	4800

2	P-151-4.1	TREE REMOVAL (INCL GRINDING & SPREADING) @ <u>Mulching and Spreading w/ Bucket</u>	6	AC	7000	42000
3	901-5.1	TEMPORARY AND PERMANENT SEEDING AND STRAW MULCHING @ <u>blower, straw and seed</u>	2	AC	2400	4800
4	C-102-5.1a	TEMPORARY CONSTRUCTION ENTRANCE (INCL MAINTENANCE) @ <u>Each side of river</u>	2	EA	2250	4500
5		REMOVE AND REPLACE FARM/CATTLE GATE (INCL POSTS, HARDWARE, CHAIN, LOCK, ETC.) @ <u>1 USA made Gate, delivered</u>	1	EA	480	480
6	P-160-5.2	REMOVE AND REPLACE CATTLE FENCE (BARBED WIRE) @ <u>Wire, Post, staples &amp; labor</u>	1000	LF	5.25	5250
ALT BID TOTAL					61,830. <sup>00</sup>	

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

(Bidder)

Bidder hereby acknowledges receipt of the following addenda:

Addendum No.

Dated

_____	_____
_____	_____
_____	_____
_____	_____

LRS Land Services

NAME OF BIDDER

BY:

Logan Severa

NAME

Owner

TITLE

Business Address:

734 Cape Trail Talking Rock, GA 30175

Telephone Number 404-889-1105

Manufacturer's or Contractor's I.D. No. \_\_\_\_\_

**SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

Subcontractor/Supplier/Others	Subcontract Work Item	Dollar value of Subcontract work
<u>N/A</u>	<u>_____</u>	\$ <u>_____</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**PROPOSAL GUARANTEE (5%)****DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**Know All Men By These Presents, that LRS Land Services LLC.of 734 Cape Trail Talking Rock, GA 30175  
(Address)

has tendered the attached (cashier's or certified) check payable to CITY OF DALTON, DALTON, GEORGIA to be held, cashed, forfeited or returned, pending the fulfillment of the following obligating conditions.

The conditions of this obligation are such as to operate as a guarantee that the Contractor will fully and promptly execute a contract and cause to be executed Performance and Payment Bonds acceptable to the Sponsor, as set forth in the Proposal or bid, should the same be accepted, and that not longer than fifteen (15) days after the receipt of notification of acceptance of his proposal and the receipt by the Contractor of contract forms from the Sponsor, he will execute in his Proposal or bid, together with and accompanied by Performance and Payment Bonds, satisfactory to the Sponsor, in the amount of the contract. It is also required that the Contractor begin work within ten (10) days after notice to proceed by the Sponsor, and further agrees that within fifteen (15) days after given notice to proceed by the Sponsor to have at work all of the equipment specified, along with such other necessary equipment as set out in the Special Provisions; and that failure to perform or comply with any or all of the foregoing requirements, within the time set forth above, shall be just and adequate cause for the annulment of the award, and it is understood that, in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Sponsor, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled, this obligation shall be null and void, otherwise to remain in full force and effect.

In testimony whereof, the Contractor has caused these presents to be fully signed, witnessed and attested.

WITNESS: [Signature] CONTRACTOR: LRS Land ServicesATTEST: [Signature] ADDRESS: 734 Cape Trail Talking Rock, GA

**PROPOSAL GUARANTEE BOND (5%)****DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

KNOW All Men By These Presents, that LRS LAND SERVICES LLC 734 CAPE TRAIL  
TALKING ROCK GA 30175-3506

(hereinafter called the "Principal"). Principal and the AUTO OWNERS INSURANCE CO.

a corporation created and existing under the laws of the State of MICHIGAN

with its principal office in the City of LANSING and licensed to do business in the State of

Georgia (hereinafter called the "Surety"). is held and firmly bound unto CITY OF DALTON,

DALTON, GEORGIA or their duly authorized representative, acting for the Sponsor, hereinafter

called the "Sponsor"). in the full and just sum of FIVE PERCENT OF

ATTACHED BID

(\$\_\_\_\_\_)

good and lawful money of the United States of America, to be paid at sight, without protest, of which sum of money will and truly to be paid, the said Surety binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed performance and payment bonds acceptable to the Sponsor, all set forth in the Proposal or bid, should the same be accepted, and that not longer than fifteen (15) days after the receipt by the notification of acceptance of this Proposal and this receipt by the Principal of contract forms from the Sponsor, he will execute a contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid, together with and accompanied by performance and payment bonds, satisfactory to the Sponsor, in the amount determined by the Sponsor, not to exceed the total amount of the contract; it is also required that the Contractor begin work within ten (10) days after notice to proceed by the Sponsor, and further agrees that within fifteen (15) days after given notice to proceed by the Sponsor to have at work all of the equipment

specified, along with other necessary equipment as set out in the Special Provision: and that failure to perform or comply with any or all of the foregoing requirements within the time set forth above, shall be just and adequate cause for the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Sponsor, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Payment Bonds, as set forth in the Proposal, be executed, bonds being satisfactory to the Sponsor, this obligation shall be null and void, otherwise in full force and effect.

In testimony whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

This 3RD day of MAY, A.D. 2024.

WITNESS:

*Dix Bockner*  
*[Signature]*  
(Principal)

BY:

*Michael G. Denson*  
*AUTO OWNERS FIDELITY COMPANY*  
(Surety)

BY:

*Michael M. Denson*  
General Agent of Attorney-in Fact



NOTE: Each agent representing such Surety Company must file with the Sponsor his Power of Attorney duly executed by said Surety Company. The Surety Company must be listed on U.S. Treasury Circular 570.

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD159392

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.

Sandra M. Jones

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of March, 2024.



William F. Woodbury, First Vice President, Secretary and General Counsel

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD159392

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

  
\_\_\_\_\_  
Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.

  
\_\_\_\_\_  
Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of March, 2024.



  
\_\_\_\_\_  
William F. Woodbury, First Vice President, Secretary and General Counsel





Bond Number BD159392

### ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 18TH day of MARCH, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones

Sandra M. Jones

Notary Public in the State of Michigan  
County of Eaton

SANDRA M. JONES  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires July 18, 2025  
Acting in the county of Eaton

## CERTIFICATE OF CORPORATE BIDDER

I, Logan Severa, certify that I am Secretary of the corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Georgia; that Logan Severa and \_\_\_\_\_ who executed this proposal on behalf of the bidder were, then and there, \_\_\_\_\_ and LRS Land Services LLC, respectively, and that said proposal was duly signed by said officers for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the Sponsors of all outstanding stock of said corporation as of this date are as follows:

LRS Land Services LLC Jan. 2018

This <sup>LRS</sup> 22 day of April, 2024.

[Signature]  
Secretary

(Corporate Seal)

**CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION,  
PARTNERSHIP OR SOLE OWNER**

I, the undersigned Logan Severa, am the  
Owner of LRS Land Services LLC.

a Georgia limited liability company (the "LLC") or Partnership, or Sole Owner. In order to induce CITY OF DALTON, DALTON, GEORGIA (the CITY) to enter into a contract with the LLC, Partnership, or Sole Owner executed on its behalf by me, I do hereby personally guarantee to the CITY that I, acting alone as owner, am vested with full power and authority to act for and on behalf of the LLC, Partnership, or Sole Owner in the execution of contracts between the LLC, Partnership or Sole Owner and the CITY, and any such contract(s) will be binding on the LLC, Partnership, or Sole Owner.

This 22 day of April, 2024.

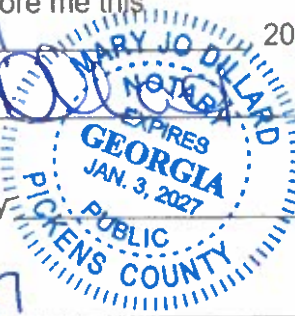


**FORM OF NONCONCLUSION AFFIDAVIT**

(This Affidavit is Part of Bid)

STATE OF GeorgiaCOUNTY OF PickensLogan Severa  
being first duly sworn, deposes and says that he/she isOwner  
(Sole owner, a partner, president, secretary, etc.)of LRS Land Services LLC.

the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against SPONSOR any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

LRS Land Services  
(Bidder)Sworn to and subscribed before me this  
22 day of April, 2024.Mary Jo Dillard  
Notary Public in and for  
County: \_\_\_\_\_My Commission expires 1/3/2027, 20  .

(SEAL)

## CERTIFICATION OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder/Offeror must complete the following two certification statements. The Bidder/Offeror must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder/Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The Bidder/Offeror represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Bidder/Offeror represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If a Bidder/Offeror responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder/Offeror therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

  
\_\_\_\_\_  
Signature of Bidder/Offeror

  
\_\_\_\_\_  
Title

Date: 4/22/2024

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

  
\_\_\_\_\_  
Signature of Contractor

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

4/22/2024  
\_\_\_\_\_  
Title

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR  
MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Sponsor evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Sponsor within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/22/2024  
Date

  
Signature

LRS Land Services  
Company Name

Owner  
Title



**CERTIFICATION REGARDING FOREIGN PARTICIPATION**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. This Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge of the certification of erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that is certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United State of America and the making of a false, fictitious, fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Title

## CERTIFICATE OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

If the bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the bidder shall submit written evidence of required compliance prior to award and within ten (10) days after opening of bids.

The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier

subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, Section 1001.

LRS Land Services  
Contractor

4/22/2024  
Date

**EQUAL OPPORTUNITY REPORT STATEMENT**

The bidder shall complete the following statement by checking the appropriate spaces. Failure to complete these blanks may be grounds for rejection of bid.

The Bidder ☒ has not ☐ participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 11246 dated 24 September, 1965, or Executive Order 11114, dated 2 June, 1963.

The Bidder ☒ has not ☐ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instruction, the bidder shall submit written evidence of required compliance within ~~ten~~ (10) days after opening of bids.

The bidder certifies that he does ☐ does not ☒ employ **fifty (50)** or more employees.

**PERFORMANCE OF WORK BY SUBCONTRACTORS**

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties. (List only one subcontractor for each item.)

Item	Subcontractor
N/A	N/A

Other (Describe)

---

---

---

Estimated Total Cost of Items that BIDDER states will be performed by Subcontractor(s):

(\$ 2 )

[Signature]  
Signature of Contractor

owner  
Title

## **REQUIREMENT OF 49 CFR PART 26 – (AS AMENDED) DISADVANTAGED BUSINESS ENTERPRISE**

The following bid conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

1. Definition - Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26, as amended.
2. Policy - It is the policy of DOT that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. DBE Obligation - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. Compliance - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligations, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Sponsor.
5. Subcontract Clause - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
6. Contract Award - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted contract.

The Sponsor proposes to award the contract to the lowest responsive and responsive bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. The bidder is advised that the Sponsor reserves the right to reject any or all bids submitted.

7. Subcontract Goals - The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is 0.00% to be performed by the DBE's.
8. Available Certified DBEs - The Sponsor has developed an DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Sponsor will accept as certified, those DBE firms which are identified by the Small Business Administration (SBA) as 8(a) firms and those firms which are currently certified by other Department of Transportation (DOT) agencies (such as the Department of Transportation). Firms which desire certification which

do not meet the SBA or other DOT agencies previous certification criteria are required by the Sponsor to complete the DOT recommended Schedule A or Schedule B (as applicable) in its entirety before they can be certified for this contract. Copies of Schedule A or Schedule B may be obtained from Sponsor. The act of simply filling out the Schedule A or Schedule B does not mean automatic certification by the Sponsor. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Sponsor.

9. Contractor's Required Submission - Prospective Contractors shall submit with his bid the following summary of "Letters of Intent" information concerning DBE participation.

The bidder/offeror will also be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
3. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (2);

#### MINORITY SUBCONTRACTS

Minority Subcontractor	Subcontract Work Item	Dollar value of Subcontract work
N/A		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

#### WOMEN SUBCONTRACTS

Minority Subcontractor	Subcontract Work Item	Dollar value of Subcontract work
N/A		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Value of Subcontract Work		\$ _____
Total Dollar Value of Base Bid		\$ _____
Percent of Total		\$ _____

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the

following information must be submitted with prospective Contractor's bid to assist the Sponsor in evaluating the efforts of the Contractor toward meeting DBE goals.

- a. Specify efforts used to identify and award contracts to minority businesses on this project;
  - b. Describe the method used to notify the public and minority community of your solicitation of bids, quantities, specifications and delivery schedule;
  - c. Identify the solicitation time set up in b. above and describe any follow-up action taken after the initial solicitation to determine if DBEs were interested in subcontract work;
  - d. Under this contract what work do you feel will be suitable for subcontracting?
    - (1) Number of Contracts None
    - (2) Total Dollar Value \$ 0
  - e. List the name, address and bid prices of minority businesses that submitted bids for subcontracts under this project;
  - f. List DBEs that were rejected and give reasons for rejection; and,
  - g. Describe efforts made to assist DBEs in obtaining bonding or insurance and sub-mission of bids.
  - h. Other actions to secure DBE participation.
10. CONTRACTOR ASSURANCES - The bidder hereby assures that he will meet one of the following as appropriate:
- a. The DBE participation goals as established in paragraph 7 above.
  - b. The DBE participation percentage shown in paragraph 9 which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make an acceptable good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor. Substitutions must be coordinated with and approved by the Sponsor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

NAME OF BIDDER:

LRS Land Services

IRS NUMBER:

BY:

Logan Saxon

TITLE:

Owner

DATE:

4/22/2024



**CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT 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 engaged in the physical performance of services on behalf of the CITY OF DALTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2182150

Federal Work Authorization/ E-Verify User Identification Number

6/20/2023

Date of Authorization

LRS Land Services LLC.

Name of Contractor

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

Executed on April, 22, 2024 in Jasper (city), GA (state).



Signature of Authorized Officer or Agent

Logan Severa - owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 22 DAY OF April, 2024.

  
NOTARY PUBLIC

My Commission Expires:

11/31/2027





LRSLAND-01

LBUCKNER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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

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

PRODUCER  
Norton Mountain Insurance  
14 Courthouse Square  
Cleveland, GA 30528

## CONTACT

NAME:

PHONE (A/C, No, Ext): (706) 865-2189

FAX

(A/C, No): (706) 865-1774

E-MAIL ADDRESS: mountain@nortoninsurance.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Northfield Insurance Company 27987

INSURER B : Progressive Mountain Insurance Company 35190

INSURER C : Scottsdale Insurance Company 41297

INSURER D :

INSURER E :

INSURER F :

INSURED  
LRS Land Services LLC  
734 Cape Trail  
Talking Rock, GA 30175

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WS578310	2/16/2024	2/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			978474913	3/10/2024	3/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater			RBS0261109	1/26/2024	1/26/2025	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended. "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Due to a change in the Georgia state statute, 33-24-19.1 and directive 120-2-103.07 from the Georgia Insurance Commissioner's office, agents & brokers are no longer legally able to add wording in the Description of Operations section of a Certificate of Insurance other than a reference number from the contract for SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

INSUREDS COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

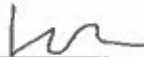
Mike Dawson

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>LRS Land Services LLC.</b>	
	Business name/disregarded entity name, if different from above <b>LRS Land Services LLC.</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>734 Cape Trail</b> City, state, and ZIP code <b>Talking Rock, Ga 30175</b> List account number(s) here (optional)	
Requester's name and address (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ] - [ ][ ] - [ ][ ][ ][ ] <b>Employer identification number</b> [ 8 ] [ 2 ] - [ 4 ] [ 2 ] [ 7 ] [ 7 ] [ 6 ] [ 1 ] [ 2 ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. <b>Sign Here</b> Signature of U.S. person ▶  Date ▶ <b>3/20/24</b>
--

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.  
**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.  
**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
• An individual who is a U.S. citizen or U.S. resident alien,  
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
• An estate (other than a foreign estate), or  
• A domestic trust (as defined in Regulations section 301.7701-7).  
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**LRS Land Services**

**At LRS Land Services, the team is made up of experienced managers, operators, and crew members who are dedicated to providing our clients with the best possible service. Each member of our team is well trained and safety conscious. In our industry, we are committed to ensuring that every project we undertake is completed to the highest quality and standard.**

**LRS Land Services is a contractor that specializes in forestry mulching, right-of-way maintenance, site prep, grading, and much more!**

**With crews located throughout the Southeast from Texas to Virginia, we are able to provide our customers with top-quality services for all their clearing and civil construction needs.**

**Our equipment inventory consists of several dedicated mulching machines designed to handle large tracts of land.**

**CMI 250 dedicated mulching machine with a Denis Cimaf mulching head.**

**Hyundai 210 Tracked Excavator with a Denis Cimaf mulching head.**

**ASV 135 a Denis Cimaf mulching head.**

**2 - Cat 299D3 a Denis Cimaf mulching head.**

**Check out our website at [WWW.LRSLANDSERVICES.COM](http://WWW.LRSLANDSERVICES.COM)**

**LRS Land Services mulched approximately 15 acres at Eglin Airforce Base while working on mats to mulch in the wetland areas. We mulched approximately 64 acres at the Jesup Airport while working on the swamp/mud mats.**

**We have also recently cut/cleared and mulched (approximately 12 acres) at Albany Airport and the (approx. 3 acres) Collegedale Airport for FAA requirements about the visual approach.**

# LRS Land Services

## Profit and Loss

January - December 2023

	TOTAL
Income	
Sales	4,799,475.98
<b>Total Income</b>	<b>\$4,799,475.98</b>
Cost of Goods Sold	
Shipping	21,800.00
<b>Total Cost of Goods Sold</b>	<b>\$21,800.00</b>
<b>GROSS PROFIT</b>	<b>\$4,777,675.98</b>
Expenses	
Advertising & Marketing	24,981.13
Bank Charges & Fees	14,998.57
Car & Truck	248,811.74
Contractors	290,420.08
Depreciation	190,447.65
Employee Benefits	85,921.21
Insurance	94,116.32
Interest Paid	37,977.62
Job Supplies	420,938.22
Legal & Professional Services	42,302.88
Meals & Entertainment	23,100.82
Other Business Expenses	74,758.00
Payroll Expenses	783,487.75
Taxes	70.47
Wages	850.00
<b>Total Payroll Expenses</b>	<b>784,408.22</b>
Rent & Lease	28,403.44
Repairs & Maintenance	374,229.78
Taxes & Licenses	12,433.65
Travel	15,247.80
Utilities	2,746.10
<b>Total Expenses</b>	<b>\$2,766,243.23</b>
<b>NET INCOME</b>	<b>\$2,011,432.75</b>



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** Individual Project Order #1 with Kimley-Horn for Construction Admin/Inspection Services During Obstruction Removal at Dalton Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

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

**Cost:** \$38,985.73

**Funding Source if Not in Budget** GDOT funding contract #46

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

IPO with Kimley-Horn will cover the construction administration and inspection services for the 2024 Obstruction Clearing on Runway 32 approach end at Dalton Municipal Airport. These services in the amount of \$38,985.73 will be covered by GDOT funding contract #46.

**INDIVIDUAL PROJECT ORDER (IPO) NUMBER ONE**

**THIS INDIVIDUAL PROJECT ORDER (“IPO”)** is made this   3   day of September 2024, by and between CITY OF DALTON (“the Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“the Consultant”) in accordance with the terms of the Five (5) Year Master General Planning and Engineering Consultant Agreement Between City of Dalton and Kimley-Horn and Associates, Inc. for Continuing Professional Services dated July 15<sup>th</sup>, 2024, which is incorporated herein by reference. The specifics of this engagement are set forth below.

**Identification of Project:**

**Project Name: OBSTRUCTION REMOVAL – RUNWAY 32 CONSTRUCTION PHASE SERVICES**

**KH Project Manager: REBECCA COLLINS**

**Project Number: 017739000**

**Scope of Services:**

Kimley-Horn will provide the services specifically set forth below:

The Construction Phase Services for the Security Fencing project at the Dalton Municipal Airport in Dalton, Georgia will consist of project formulation, contract administration, periodic on-site observation and inspection reporting, and contract close-out for the project. Construction services will include the following elements of work:

**Element 1 – Project Formulation – Construction Phase** shall include:

1. The preparation of work scope and fees
2. Coordination with regulatory agencies

**Element 2 – Construction Administration Services** for a 30-calendar day Contract Time shall include the following services:

1. Preparation for and attendance at Pre-construction Meeting. The conference will be scheduled to permit Owner, GDOT, Contractor representatives, and the Engineer to attend. Minutes shall be prepared and distributed after the conference. (1 Site Visit)
2. Provide response to Contractor questions and/or Request for Information (RFI).
3. Conformance to federal requirements (as delineated in the contract documents) including:
  - a. Review and approval of weekly payroll for contractors and sub-contractors
  - b. Review and approval of employee wage rates and interview, if applicable.
4. Contractor submitted pay application review and recommendation for processing.
5. One (1) site visit for the final inspection. The final inspection shall determine if the project was satisfactorily constructed in accordance with the plans. The meeting will be scheduled to permit the Owner, GDOT, Contractor representatives, and the Engineer to attend. A Final Punch List shall be provided following the meeting. The final inspection shall determine if the project was satisfactorily constructed in accordance with the project contract documents.
6. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the final punch list. Sponsor/Engineer shall coordinate with contractor to perform all punch list items

prior to final payment of the contract. The Engineer shall provide a letter confirming that all punch list items have been completed prior to any submittals for final payment.

7. Preparation and distribution of punch list and Final Inspection Report.
8. Close-Out Documentation to include Final Release and Waiver of Lien, Final Acceptance Letter, Material Certifications, Affidavit of Payment of Debts and Claims, Consent to Surety of Final Payment, and other contract requirements. Final Pay Request, Final DBE report, and other project documentation as required also included.
9. Expenses for attendance at pre-construction meeting, progress meetings, final inspection and follow up site visit for punch list items.

**Element 3 – Construction Inspection/Observation Services** shall include the following:

1. Part-time observation and reporting for 6 calendar days at 4 hours/day to meet with the Contractor, check the quality of work and % progress, discuss schedule, and prepare inspection/status report. Any additional time will be charged at cost, based on the hourly rate schedule.
2. Pre-construction Meeting
3. One (1) site visit for the final inspection to generate a punch list. The final inspection shall determine if the project was satisfactorily constructed in accordance with the plans.
4. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the punch list and preparation of a Final Inspection Report.
5. Expenses for attendance at pre-construction meeting, weekly inspection, and final inspection.

**Element 4 – “RAM” Obstruction Database Update** shall include:

1. Coordinate with Airport and GDOT to make necessary updates by removing the obstructions from the RAM database after the tree removal has been completed and confirmed.

This construction project will be administered in accordance with the engineering drawings entitled “Runway 32 – Obstruction Removal”, dated February 2024, and with the contract documents entitled “Obstruction Removal Runway 32”, both designed and provided by Croy Engineering, LLC in accordance with provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B, Airport Design and GDOT 2021 Standard Specifications. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

**Deliverables:**

In conjunction with the performance of the above scope, Kimley-Horn will provide the following deliverables (documents) to the Client and GDOT:

- Contractor’s Affidavit of Payment of Debts and Claims
- Contractors Final Release and Waiver of Lien
- Consent of Surety to Final Payment
- Final DBE Participation Letter

**Services not Included:**

Any other services, including but not limited to the following, are not included in this agreement:

- Bid Phase Services
- ALP Update
- Engineer’s Report
- Construction Materials Testing

**Additional Services if required:**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bid Phase Services
- ALP Update
- Engineer's Report
- Construction Materials Testing

**Information Provided by Client:**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Project Plans, Specifications, and Bid Documents (prepared by Croy Engineering)
- Issued for Construction Plans and Conformed Contract Documents for Construction (prepared by Croy Engineering)

**Responsibilities of Client:**

In addition to other responsibilities set out in this Agreement, the Client shall:

- N/A

**Schedule:**

Services shall commence after receipt of a fully-executed agreement. We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Work shall begin within 10 days of Notice to Proceed. Execution date of this contract shall be considered the Notice to Proceed date.

**Terms of compensation:**

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of **\$ 38,985.73**, payable according to the following terms.

1. A lump sum fee applies for each task as follows.
2. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Formulation	\$ 1,665.05
Task 2	Construction Administration	\$ 24,146.97
Task 3	Construction Inspection	\$ 11,766.41
Task 4	"RAM" Obstruction Database Update	\$ 1,407.30
Total Consultant Fee		\$ 38,985.73



Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Other special terms of Individual Project Order:**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to [awiersma@daltonga.gov](mailto:awiersma@daltonga.gov)

ACCEPTED:

**CITY OF DALTON**

**KIMLEY-HORN AND ASSOCIATES, INC.**

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** **The request of Edgar Rincon to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .92 acres located at 908 Elk Street, Dalton, Georgia. Parcel (12-257-02-028) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

See attached staff analysis and recommendation

## **ORDINANCE NO. 24-29**

To rezone property of Edgar and Blanca Rincon from a transitional Commercial (C-4) to a General Commercial (C-2) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Edgar and Blanca Rincon have petitioned for rezoning of certain real property they owns from C-4 classification to C-2 classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

### **Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from C-4 classification to C-2 classification.

### **Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

### **Section 3.**

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

### **Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**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 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

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”

**Tax Parcel No. 12-257-02-028**

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** August 27, 2024

**SUBJECT: The request of Edgar Rincon to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling .92 acres located at 908 Elk Street, Dalton, Georgia. Parcel (12-257-02-028) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 26, 2024, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Edgar Rincon.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis which recommended an approval for the C-2 rezoning.

Edger Rincon stated that he intends to build additional parking lot space of approximately 70 spaces in addition to the 20-30 spaces in front of the building. Rincon stated that he is in conversation with the property owner about renting additional parking space on adjacent lots.

With no further comments, this hearing closed at approximately 7:08.

**Recommendation:**

Chairman Lidderdale sought a motion for the rezoning. Jody McClurg made a motion to approve the rezoning, and Eric Barr seconded. There was a unanimous recommendation to approve the rezoning 3-0.

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Edger Rincon is seeking to rezone from transitional Commercial (C-4) to General Commercial (C-2) a tract of land (parcel 12-257-02-028) containing a total of 0.92 acres located at 908 Elk Street. The subject property contains a commercial building: The petitioner's request to rezone was made in order to use the property as an event center.

The surrounding uses and zoning are as follows: To the north is a tract of land zoned C-2 that contains a restaurant. To the east is a tract of land zoned M-2 that contains an aging industrial building. To the south is an undeveloped tract of land zoned C-4. To the west are 6 tracts of land of which 5 are zoned C-4 and one is zoned C-2. All of the western adjacent tracts are undeveloped or developed for commercial use.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

The subject property is located in an area transitioning from commercial to industrial in zoning and land use. It is unlikely that the future of development in this area will remain that of industrial and will most likely consist of commercial and residential development. The C-2 zone district is consistent in this area along with the C-4 zone district.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

The existing zoning and development of this area consist of a mix of commercial uses as well as some industrial. The proposed rezoning would not likely alter the overall character of the subject property.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The existing zoning of the subject property limits the potential uses of the subject property when considering the existing building type. The structure on the subject property encroaches on two setbacks to the north and west, but this issue of conformity will exist unless the existing structure is demolished. The proposed use would allow for the subject property to be utilized similarly to others in the area.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The subject property's proposed use will likely generate notable parking needs. While there is available space on the subject property on which to provide parking, there is no parking plan to illustrate the number of spaces to be created. It will also be required for the parking lot to be cement, pervious pavers, or asphalt.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses that are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses that are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the industrial character area. This character area is solely intended for industrial use. However, based on recent developments and rezonings in this area, the future of this area will be better suited for commercial and residential use.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The proposed rezoning would shrink the C-4 zone district and enlarge the C-2 zone district in this area.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

## **CONCLUSION:**

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the use of the subject property in a manner that would be similar to that of the majority of adjacent and surrounding development and zoning.
2. The proposed C-2 rezoning would be unlikely to have a negative impact on the



adjacent residential property values.

3. The requested C-2 rezoning would be in conflict with the intent of the industrial character area, but the proposed zoning and land use would be more appropriate for this area based on the existing zoning and development.

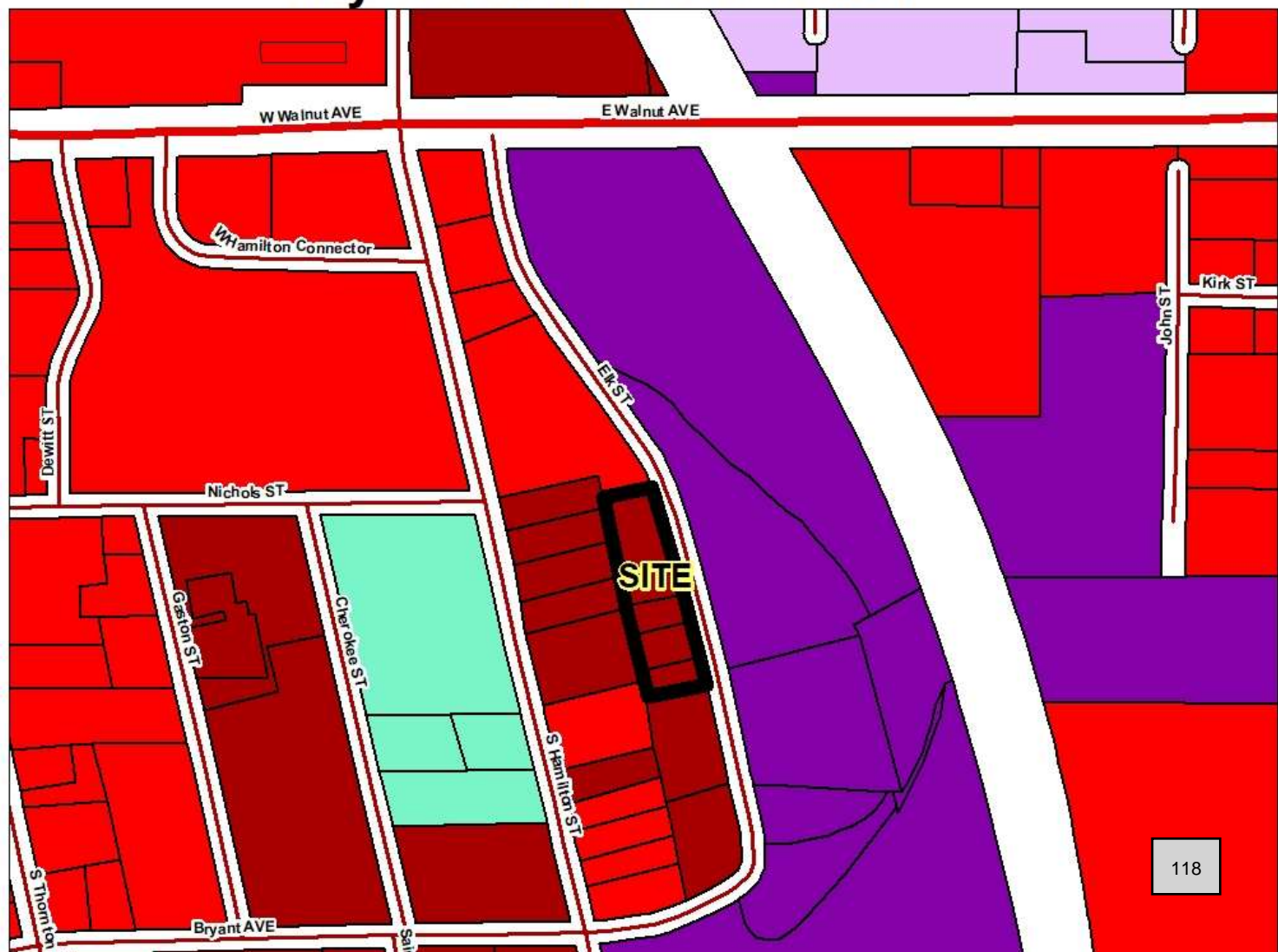
**RinconRezoning Request**  
**C-4, Transitional Commercial**  
**to**  
**C-2, General Commercial**  
**City of Dalton Jurisdiction**



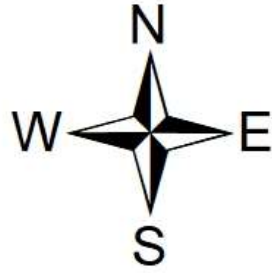
**ZONING**

-  Urban Planned Unit Development (U-PUD)
-  General Commercial (C-2)
-  General Commercial (C-2) Cond
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

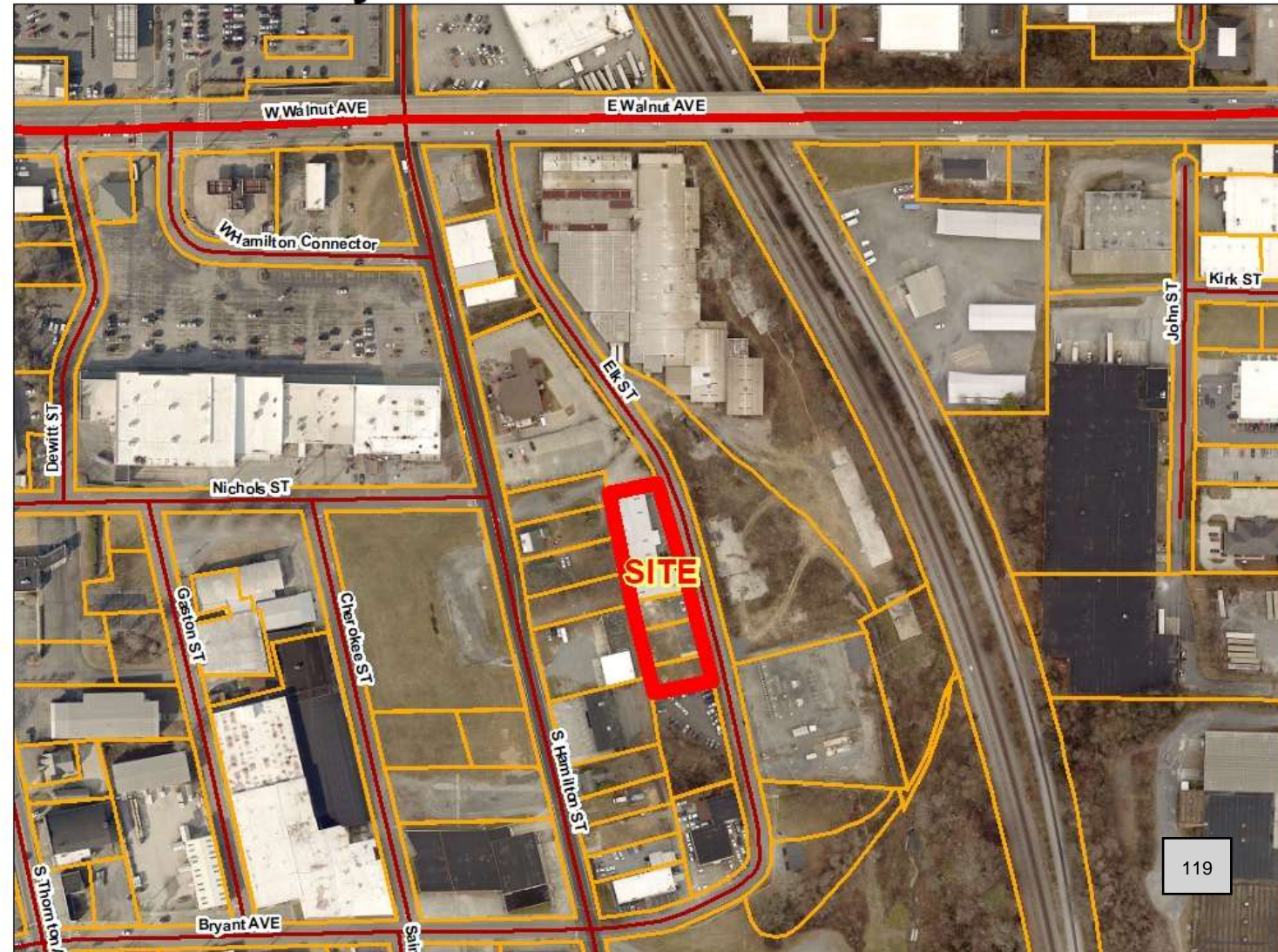
**FEET**  
**200**



# Rincon Rezoning Request C-4, Transitional Commercial to C-2, General Commercial City of Dalton Jurisdiction



**FEET**  
**200**





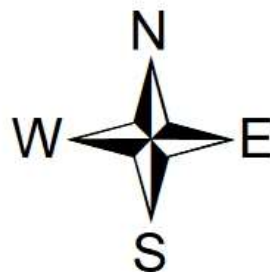
**Rincon Rezoning Request  
C-4, Transitional Commercial  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**FEET  
100**



**Rincon Rezoning Request**  
**C-4, Transitional Commercial**  
**to**  
**C-2, General Commercial**  
**City of Dalton Jurisdiction**



**FUTURE DEVELOPMENT MAP**

-  Commercial Corridor
-  Industrial

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** **The request of Eloy Moreno Jr. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling .14 acres located at 709 McAfee Street, Dalton, Georgia. Parcel (12-218-16-015) (City)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

See attached staff analysis and recommendation

## **ORDINANCE NO. 24-30**

To rezone property of Eloy Moreno, Jr. from a High-Density Residential (R-7) to a General Commercial (C-2) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Eloy Moreno, Jr. has petitioned for rezoning of certain real property he owns from R-7 classification to C-2 classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

### **Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from R-7 classification to C-2 classification.

### **Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

### **Section 3.**

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

### **Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.



**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**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 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

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”

**Tax Parcel No. 12-218-16-015**

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION  
503 WEST WAUGH STREET  
DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** August 27, 2024

**SUBJECT: The request of Eloy Moreno Jr. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling .14 acres located at 709 McAfee Street, Dalton, Georgia. Parcel (12-218-16-015) (City)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 26, 2024, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Eloy Moreno Jr.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis which recommended a denial of the rezoning.

Eloy Moreno Jr. stated that the subject property is used for storage and that he would like to construct a convenience store that would serve the surrounding community. Moreno stated that he believed the setback issues would remain even in the residential zone district.

There were no further comments, and this hearing closed at approximately 7:14.

**Recommendation:**

Chairman Lidderdale sought a motion for the rezoning. Chris Shiflett made a motion to deny the rezoning, and Eric Barr seconded the motion. There was a unanimous recommendation to deny the rezoning 3-0.

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Eloy Moreno Jr. is seeking to rezone from High-Density Residential (R-7) to General Commercial a tract of land (parcel 12-218-16-015) containing a total of 0.14 acres located at 709 McAfee Street. The subject property contains a small accessory structure previously used for storage: The petitioner's request to rezone was made in order to use the property for commercial storage.

The surrounding uses and zoning are as follows: To the north is a tract of land zoned R-7 that contains an apartment complex. To the east are two adjacent tracts of land zoned R-7 that each contain single-family detached dwellings. To the south is a tract of land zoned M-2 that contains a manufacturing structure. To the west is a tract of land zoned R-7 that contains a single-family detached dwelling.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

This area is an area of community activity ranging from multi-family, commercial, manufacturing, and parks. The subject property has been essentially undeveloped for a number of years and has been used for the outdoor storage of vehicles. The proposed rezoning would allow the subject property to be used for commercial storage among many other potential commercial uses in the C-2 zone district. The adjacent properties surrounding the majority of the subject property are all residential in nature.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

With the majority of adjacent development consisting of residential uses, the potential commercial use of the subject property may threaten the values of those adjacent properties. The lack of ability to provide for setbacks or adequate buffers on the subject property means that the potential for negative impact is much greater.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The petitioner desires to have the ability to use the subject property for commercial storage. The limited size of the subject property coupled with the setback and buffer requirements of the C-2 zone district make the desired use of the subject property nearly impossible without variances for setbacks and buffers. The subject property could be used for personal storage or developed for single-family detached use as it is.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The limited size of the subject property coupled with the intent of the petitioner, as stated in the rezoning application, would not increase the intensity of the subject property in a manner that would burden public infrastructure or utilities.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses that are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses that are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote investment, redevelopment, and infill development that would complement the existing development within this area. The proposed C-2 rezoning and proposed use of the subject property would conflict with the intent of the Town Neighborhood Revitalization character area at this location.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The proposed rezoning would create an island of C-2 surrounded by the R-7 and M-2 zone districts. While the subject property is adjacent to the M-2 zone district, most of the immediately adjacent properties are zoned and developed for residential use, which would create both an island of commercial as well as an entering wedge.

**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

#### **CONCLUSION:**

The staff can provide a recommendation to deny the requested C-2 rezoning of the subject property based on the following factors:

1. The requested C-2 zone district would allow for the use of the subject property in a manner that would be dissimilar to that of the majority of adjacent and surrounding development and zoning.
2. The proposed C-2 rezoning would likely have a negative impact on the adjacent residential property values.
3. The requested C-2 rezoning would be in conflict with the intent of the Town Neighborhood Revitalization character area.

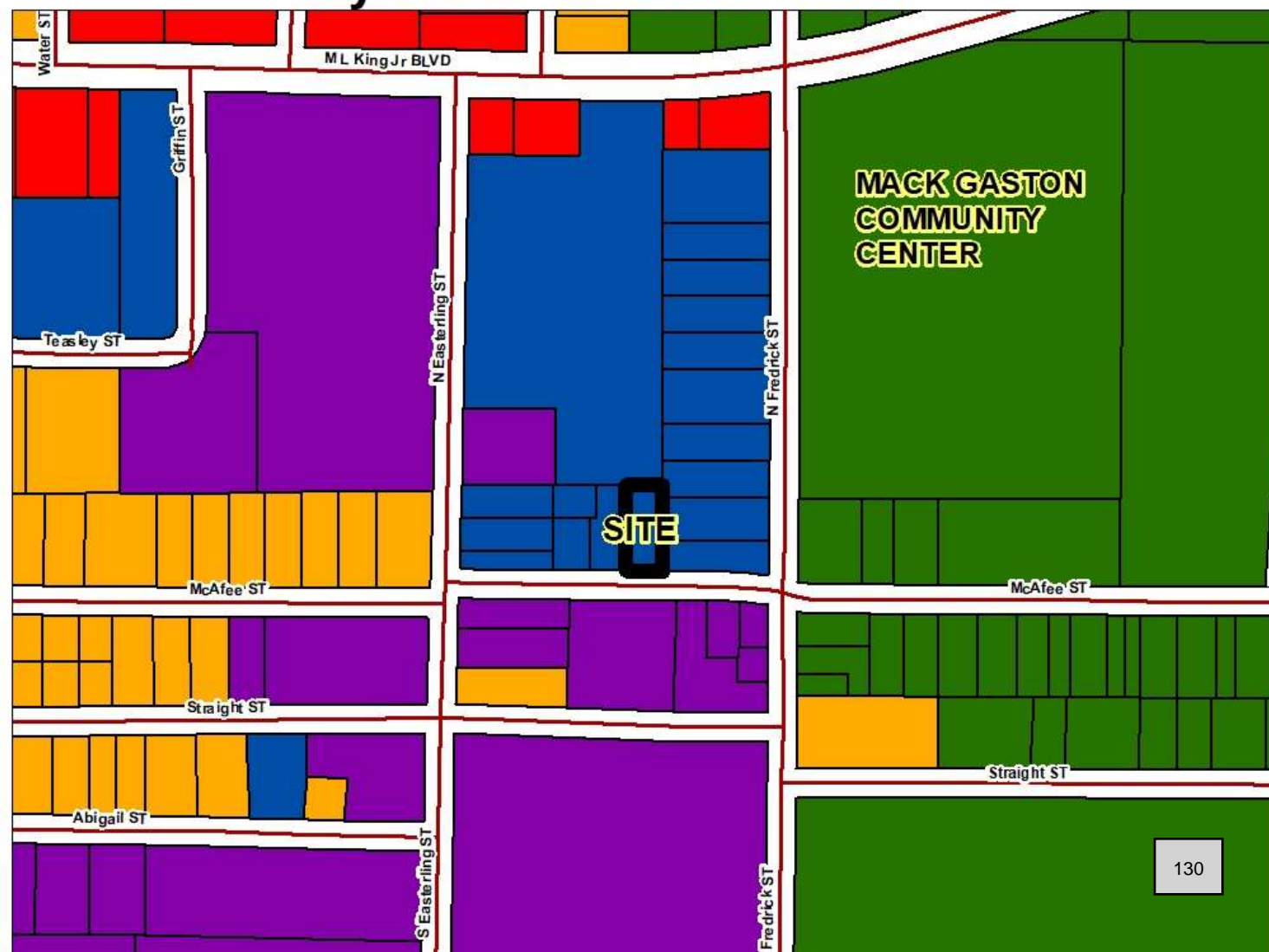
Moreno Rezoning Request  
R-7, High Density Residential  
to  
C-2, General Commercial  
City of Dalton Jurisdiction



**ZONING**

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

**FEET**  
**200**

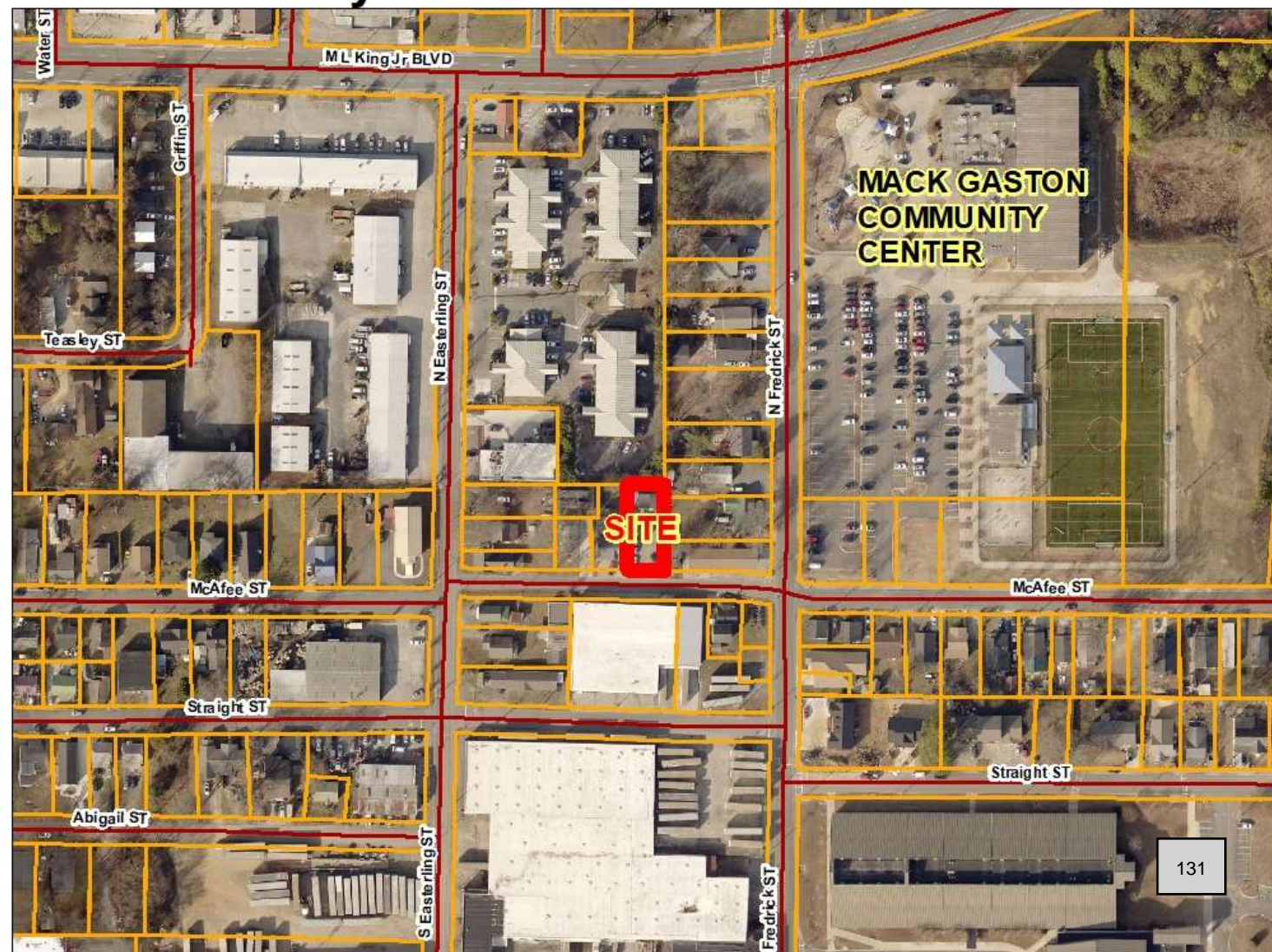




**Moreno Rezoning Request  
R-7, High Density Residential  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**FEET  
200**

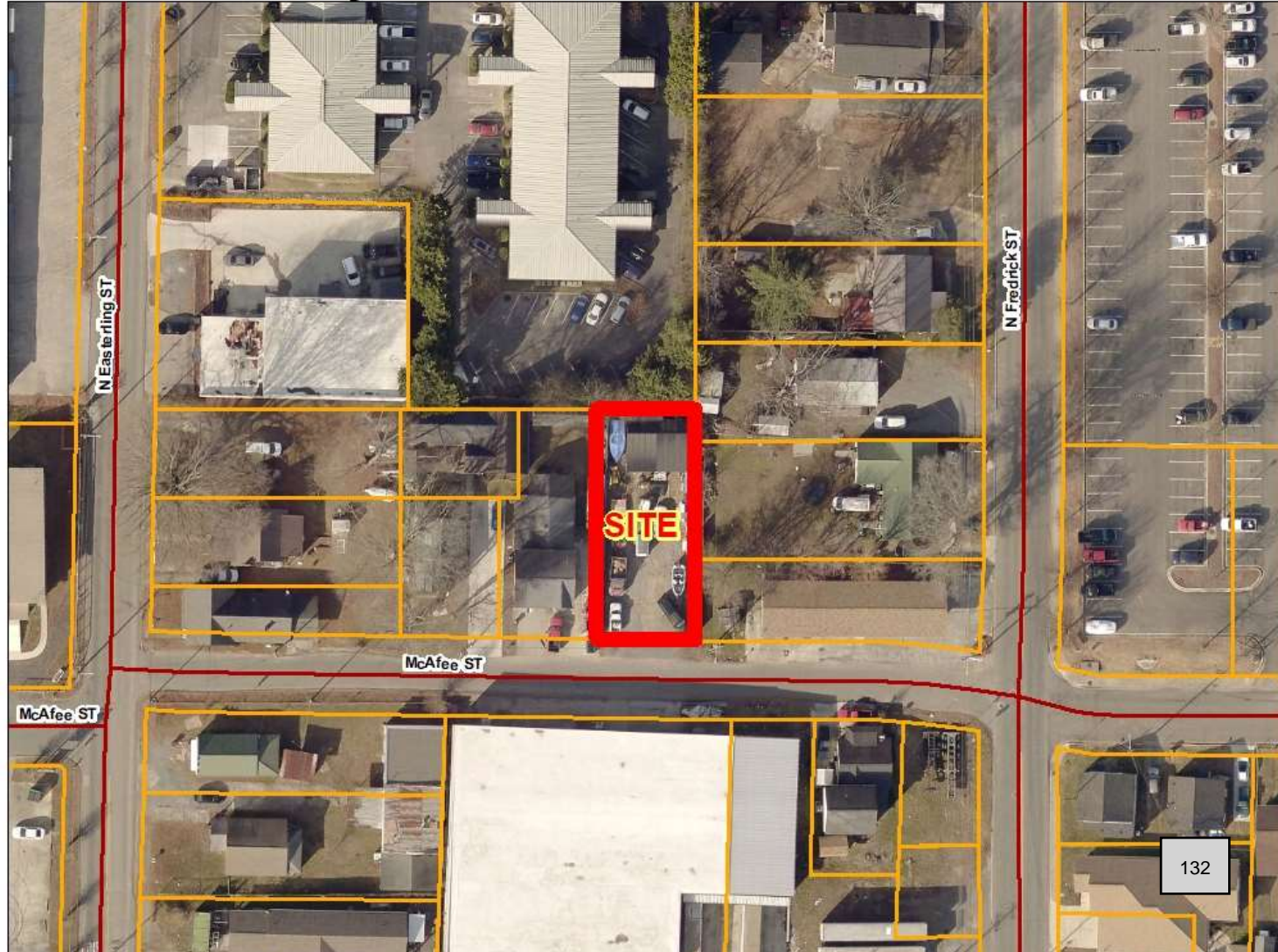




**Moreno Rezoning Request  
R-7, High Density Residential  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**FEET  
75**





**Moreno Rezoning Request**  
**R-7, High Density Residential**  
**to**  
**C-2, General Commercial**  
**City of Dalton Jurisdiction**



**FUTURE DEVELOPMENT MAP**

 Commercial Corridor

 Preserve

 Town Neighborhood Revitalization

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/3/2024

**Agenda Item:** The request of Octavio Perez to rezone from Medium Density Single Family Residential (R-3) to High-Density Residential (R-7) a tract of land totaling .45 acres located at 509-511 N. Hamilton Street and 107 Waterworks Street, Dalton, Georgia. Parcels (12-200-07-005, 12-200-07-041, and 12-200-07-042)

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

See attached staff analysis and recommendation

## **ORDINANCE NO. 24-31**

To rezone property of Octavio Perez from a Medium-Density Single-Family Residential (R-3) to a High-Density Residential (R-7) Classification; to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

**WHEREAS**, Octavio Perez has petitioned for rezoning of certain real property he owns from R-3 classification to R-7 classification;

**WHEREAS**, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

**WHEREAS**, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

**WHEREAS**, all other procedures as required by Georgia law have been followed.

**NOW, THEREFORE, BE IT HEREBY ORDAINED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

### **Section 1.**

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from R-3 classification to R-7 classification.

### **Section 2.**

This Ordinance shall be effective as of the date of approval of this Ordinance.

### **Section 3.**

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

### **Section 4.**

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

**Section 5.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

**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 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and the Ordinance is adopted.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR/MAYOR PRO TEMPORE

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”

**Tax Parcel Nos. 12-200-07-005, 12-200-07-041, 12-200-07-042**

**DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION**  
**503 WEST WAUGH STREET**  
**DALTON, GA 30720**

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Andrew Parker  
Jonathan Bledsoe  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** August 27, 2024

**SUBJECT:** The request of Octavio Perez to rezone from Medium Density Single Family Residential (R-3) to High-Density Residential (R-7) a tract of land totaling .45 acres located at 509-511 N. Hamilton Street and 107 Waterworks Street, Dalton, Georgia. Parcels (12-200-07-005, 12-200-07-041, and 12-200-07-042) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 26, 2024, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ken Williams.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis which recommended approval of the rezoning.

Ken Williams represented the petition with power of attorney. Williams stated that the current state of the subject property would remain, but the petitioner would like to have the multi-family zoning for the duplex and rental houses.

There were no additional comments, and this hearing closed at approximately 7:18.

**Recommendation:**

Chairman Lidderdale sought a motion for the rezoning. Jody McClurg made a motion to approve the rezoning, and Chris Shiflett seconded the motion. There was a unanimous recommendation to approve the rezoning 3-0.

**STAFF ANALYSIS**  
**REZONING REQUEST**  
*Unified Zoning Ordinance*

**ZONING CASE:** Octavio Perez is seeking to rezone from Medium-Density Single-Family Residential (R-3) to High-Density Residential (R-7) a tract of land (parcel 12-200-07-005, 041, 042) containing a total of 0.45 acres located at 509-511 N Hamilton Street. The subject property contains two single-family detached dwellings and a duplex dwelling with accessory structures: The petitioner's request to rezone was made in order to achieve use conformity of the duplex and rental dwellings.

The surrounding uses and zoning are as follows: To the north are two tracts of land across W. Waterworks St. that are each zoned M-2. One of the northern tracts contains a single-family detached dwelling and the other contains a small commercial structure. To the east are three tracts of land that are each zoned M-1. Two of the eastern tracts are undeveloped and the third contains a portion of an industrial building. To the south is a tract of land zoned R-7 that contains an aging commercial structure. To the west is a tract of land zoned R-3 that contains two small single-family detached dwellings.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

**CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

This area is part of the transition from the historic downtown, historic Crown Mill village, and the historic industrial mills that once served as the heart of Dalton's manufacturing engine. The subject property lies at the eastern terminus of the residential Crown Mill village. The character of the Crown Mill village is predominantly single-family development consisting of cottage dwellings on small lots. However, there are a number of historic duplex dwellings throughout the Crown Mill village as well as some triplexes and quadplexes. The subject property is adjacent to a tract of land to the south that was recently rezoned for multi-family redevelopment. Given the subject property's location adjacent to higher intensity uses such as commercial and manufacturing, there is reason to consider an increase in permitted residential density beyond that of single-family detached.

**(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.**

With the adjacent convergence of the commercial and manufacturing zone districts, the rezoning of the subject property to R-7 would likely have no effect on the values of the adjacent properties. The proposed R-7 rezoning would not impose any burden on the adjacent commercial or manufacturing properties due to the street separation and the adjacent R-7 zone district does not appear to have had any observed negative impact on the surrounding properties.

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

The petitioner desires to create conformity of the subject property in a manner reflective of the established zoning and development of the area. The subject property, like many of the historic Crown Mill village properties, contains dwellings that do not conform to the required lot sizes or setbacks within the R-3 zone district. This is largely do to the fact that these properties were developed long before the City had adopted any type of zoning ordinance. While setback issues may continue to affect the subject property, the proposed rezoning would ensure conformity regarding the dwelling types on each of the subject property's three tracts.

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

N/A

**(E) Whether the proposed (R-7) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

The limited size of the subject property coupled with the intent of the petitioner, as stated in the rezoning application, would not increase the intensity of the subject property in a manner that would burden public infrastructure or utilities.

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses that are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses that are compatible to the existing uses in the vicinity.**

The comprehensive plan's future development map shows this property to be within the Town Neighborhood Revitalization character area. This character area is intended to promote investment, redevelopment, and infill development that would complement the existing development within this area. The proposed R-7 rezoning and proposed use of the subject property would likely have a neutral effect on the surrounding neighborhood based on the existing zoning and development in the area.

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

The proposed rezoning would shrink the R-3 zone district in this area and enlarge the existing R-7 zone district.



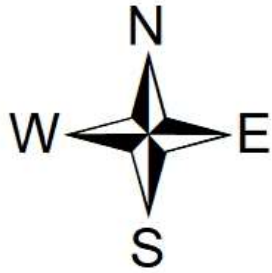
**(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.**

N/A

**CONCLUSION:**

The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

1. The requested R-7 zone district would allow for the use of the subject property in a manner that would be similar to that of the majority of adjacent and surrounding development and zoning.
2. The similar character of the proposed rezoning and development to the existing zoning and development of this area does not raise concerns regarding the impact on adjacent property values or public utilities and infrastructure.
3. The requested R-7 rezoning would likely have a neutral effect on the area in terms of the Town Neighborhood Revitalization character area in the Joint Comprehensive Plan when observing the established zoning and development in this transitional area.



**Perez Rezoning Request**  
**R-3, Medium Density Single Family Residential**  
**to**  
**R-7, High Density Residential**  
**City of Dalton Jurisdiction**

**FEET**  
**200**

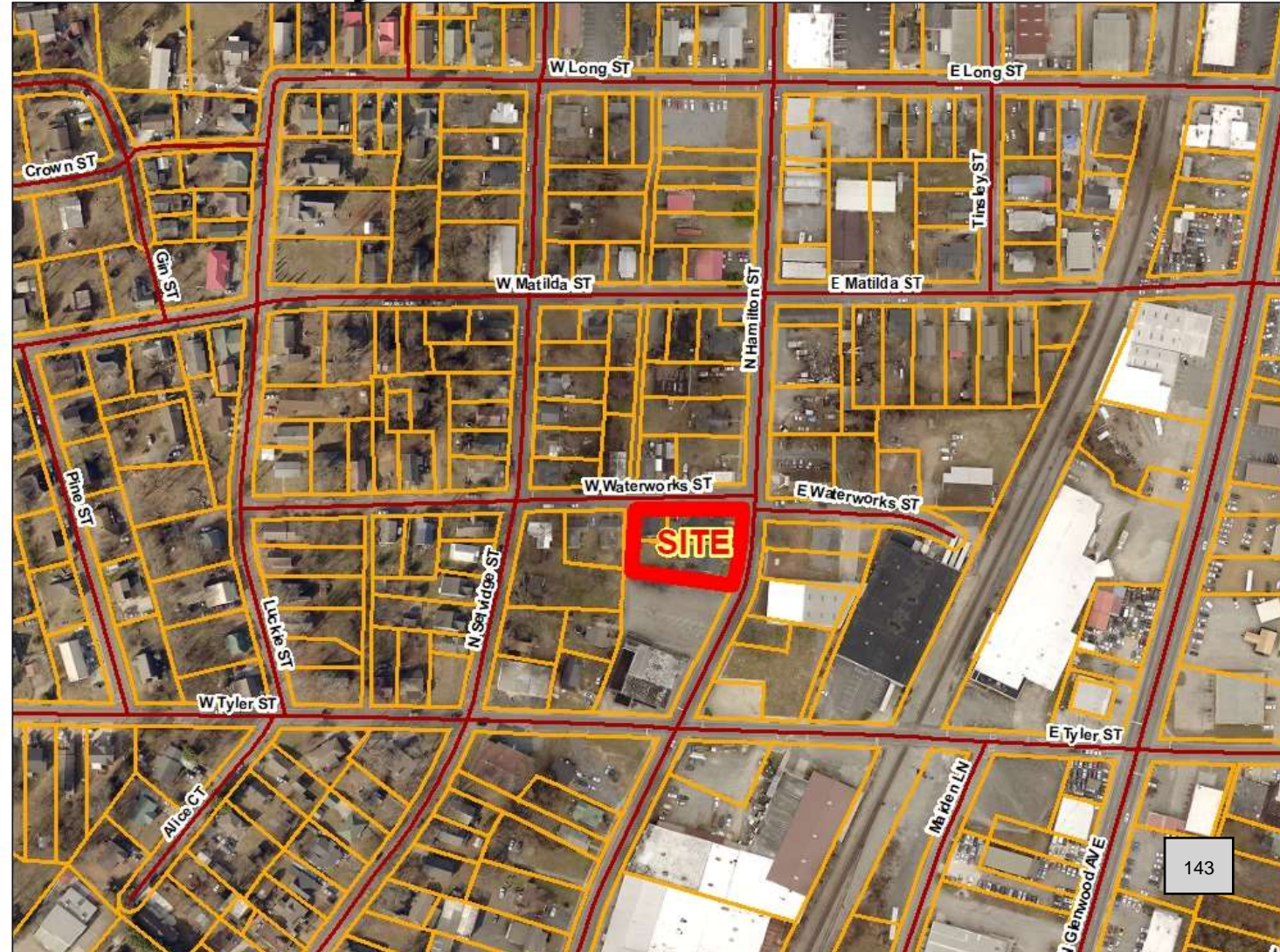




**Perez Rezoning Request**  
**R-3, Medium Density Single Family Residential**  
**to**  
**R-7, High Density Residential**  
**City of Dalton Jurisdiction**



**FEET**  
**200**





**Perez Rezoning Request  
R-3, Medium Density Single Family Residential  
to  
R-7, High Density Residential  
City of Dalton Jurisdiction**



**FEET  
100**





# Perez Rezoning Request

## R-3, Medium Density Single Family Residential

to

## R-7, High Density Residential

### City of Dalton Jurisdiction



#### FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Industrial
-  Town Neighborhood Revitalization

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9-3-24

**Agenda Item:** Intergovernmental Agreement with the Dalton-Whitfield Joint Development Authority for Construction of the S. Hamilton Residential Infill Infrastructure Project

**Department:** Administration

**Requested By:** Andrew Parker

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

**Cost:** \$622,300.00

**Funding Source if Not in Budget**

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

Intergovernmental Agreement with the Dalton-Whitfield Joint Development Authority for Construction of the S. Hamilton Residential Infill Workforce Housing Infrastructure Project

## Intergovernmental Agreement for Construction of Public Infrastructure

THIS INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE (“Agreement”) is made and entered into as of the date of the last Party to sign (the “effective Date”), between the Dalton-Whitfield Joint Development Authority (“JDA”), and The City of Dalton, Georgia, a political subdivision of the State of Georgia (“City”). The parties hereto are sometimes referred to individually as a “Party” or collectively as the “Parties”.

**WHEREAS**, the JDA is a development authority and a public body corporate and politic and a joint development authority duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended (the “Act”), and activated by joint and concurrent resolutions of the governing bodies of the County and the City; and

**WHEREAS**, the Act provides that the JDA is created for the public purpose, among other purposes, of promoting industry, trade, commerce and employment opportunities within the County, including within the City; and

**WHEREAS**, the City is currently the owner in fee simple of certain real property located on South Hamilton Street within the City of Dalton as more particularly shown in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), which is intended to be developed for workforce housing; and

**WHEREAS**, via Resolution 23-01, the Mayor and Council of the City of Dalton authorized the transfer of the Property from the City to the JDA for the purpose of developing workforce housing; and

**WHEREAS**, by entering this Agreement, the City hereby ratifies and affirms its intent to transfer the Property from the City to the JDA and the authority of the Mayor to execute a deed and any other requisite documents to effectuate said transaction; and

**WHEREAS**, the JDA has applied for and received funding (“Grant Award”) through the Georgia Department of Community Affairs One Georgia Authority (“One Georgia”) grant program for the redevelopment of the Property for the purpose of creating workforce housing within the City of Dalton (the “Project”);

**WHEREAS**, the City has committed to providing up to \$622,300.00 (“City Funds”) to be used for the construction of public road infrastructure, including design and construction costs of the same, (“Public Infrastructure”) in support of the Project; and

**WHEREAS**, a certain portion of the City funds in the amount of \$22,300.00, has been allocated to design of the Public Infrastructure and shall be paid by the City directly to the design engineer leaving a balance of \$600,000.00 to be disbursed pursuant to this Agreement; and

**WHEREAS**, the JDA will engage all contractors and oversee all work on the Project including the development of the Property and the Public Infrastructure; and

**WHEREAS**, at or before the conclusion of the Project, the Public Infrastructure will be dedicated to the City of Dalton; and

**WHEREAS**, the City has determined that support of and participation in the Project provides a substantial public benefit to the City and its residents; and

**WHEREAS**, the JDA has determined that participation in the Project is consistent with its goals, and it desires to enter this Agreement with the City for the implementation of the Public Infrastructure portion of the Project; and

**WHEREAS**, the JDA will serve as fiscal agent for receipt and disbursement of the City Funds for construction of the Public Infrastructure in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are believed to be true and correct and are made an express part of this Agreement.
2. **Description of the Project/Scope of Work.** The Public Infrastructure shall consist of construction of new roads, sidewalks, curbs, water and sewer utilities, and stormwater conveyance systems within road rights of way on or about the Property (“Scope of Work”), which are detailed in the attached original cost estimate attached hereto and incorporated herein as Exhibit B.
3. **Obligations of the City.** The City shall remit City Funds for construction of Public Infrastructure pursuant to the terms of this Agreement not to exceed a total of \$600,000.00. The Parties acknowledge that the City Funds represent only a portion of the funds necessary to complete the Public Infrastructure, and the JDA shall be responsible for providing the remaining funds necessary to complete the Public Infrastructure, which shall equal or exceed the City Funds.
4. **Obligations of the Project Manager.** The JDA shall serve as the Project Manager on the Project and shall be responsible for coordinating the construction of the Project. The Project Manager’s responsibilities shall include, but not be limited to, the following responsibilities:
  - a. Procure bids for all Public Infrastructure work in compliance with Georgia law;
  - b. Coordinate construction of and installation of all Public Infrastructure;
  - c. Ensure construction of Public Infrastructure complies with all applicable laws, ordinances, and industry standards.
  - d. Maintain all records and submit all reports, invoices, and other information required pursuant to the terms of this Agreement;
5. **The JDA to Serve as fiscal agent for receipt and disbursement of funds.** Pursuant to the Grant Award, the JDA shall serve as the fiscal agent responsible for receiving



and disbursing the grants funds from One Georgia. The JDA shall also serve as the fiscal agent responsible for receiving the City Funds and disbursing the same to the selected contractors pursuant to the terms of this Agreement. The JDA shall establish a designated financial account to hold and from which to disburse the City Funds (“Project Account”).

- 6. Disbursements.** Disbursements of City Funds from the Project Account shall be restricted to the implementation of the Public Infrastructure only. The JDA shall notify the City at agreed upon completion percentages of the Public Infrastructure, submit to the City all invoices related to the same for approval prior to payment, and provide the City with an opportunity to inspect the progress of the Public Infrastructure. Upon approval of such completion percentages of the Public Infrastructure by the City, the City shall remit payment to the JDA for its pro rata share of the actual expenses incurred toward completion of the Public Infrastructure not to exceed the total amount payable pursuant to this Agreement of \$600,000.00.
- 7. Records.** The JDA shall keep complete financial records relating to the Project in accordance with generally accepted accounting practices, including records of all expenses incurred and funds expended in connection with the Project. All such records, including all records of the Project Account, shall at all times be subject to audit by the City or its designated auditors.
- 8. Duration of Project and Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall terminate on the date that the Public Infrastructure is completed as determined by the City, unless otherwise terminated earlier as provided in this Agreement, provided however, that any terms in this Agreement that by their nature are intended to survive the termination of this Agreement shall so survive.
- 9. Dedication of Public Infrastructure.** Upon completion of the Project, the Public Infrastructure shall be dedicated to the City.
- 10. Termination.** Either Party may terminate this agreement if The JDA fails to secure receipt of the Grant Funds from One Georgia or if the other Party is in breach of any material obligation under this Agreement, after written notice to the breaching Party and a reasonable opportunity to cure the same.
- 11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent by hand delivery, by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, to the Party’s address set forth in this Section or at any other address the Party specifies in writing.

If to The JDA

Carl Campbell  
Dalton-Whitfield Joint Development  
Authority  
100 South Hamilton Street

Dalton, GA 30720

If to The City

Andrew Parker, City Administrator  
City of Dalton  
300 W. Waugh Street  
Dalton, GA 30720

## 12. Miscellaneous.

- a. **Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement and the included Exhibit(s) constitute the sole agreement of the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties respecting the subject matter of this Agreement. This Agreement may not be modified except in writing signed by all Parties.
- b. **No Waiver.** If any Party fails to require any other Party to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If any Party waives another Party's breach of a term of this agreement, that waiver is not treated as waiving a later breach of the same term.
- c. **Successors and Representatives.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assignees.
- d. **Severability.** IF any part of this Agreement is for any reason held to be unenforceable, the remainder of this Agreement remains fully enforceable.
- e. **Construction.** Unless the context requires otherwise, "including" means "including but not limited to." Headings are for convenience only and do not affect the interpretation of this Agreement. This Agreement has been Negotiated by the Parties. Any law requiring an agreement to be construed most strictly against its drafter will not apply.
- f. **Applicable Law.** Georgia law applies to this Agreement, without regard for any choice-of-law rules that might direct the application of another jurisdiction's laws.
- g. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which constitute one Agreement.
- h. **Assignment.** This Agreement may not be assigned by the Parties without the prior written consent of all Parties. Any such assignment shall be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

{SIGNATURES BEGIN NEXT PAGE}

The Parties have executed and sealed this Agreement as of Effective Date.

Dalton-Whitfield  
Joint Development Authority

\_\_\_\_\_  
Carl Campbell  
Dalton-Whitfield Joint Development  
Authority  
100 South Hamilton Street  
Dalton, GA 30720  
Date: \_\_\_\_\_

City of Dalton

\_\_\_\_\_  
Annalee Sams, Mayor  
City of Dalton  
300 W. Waugh Street  
Dalton, GA 30720

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

City Clerk

\_\_\_\_\_

## **EXHIBIT “A”**

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 28, Lot Nos. 44 through 46, inclusive, and a portion of Lot No. 27, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14), and Lot Nos. 155 through 173, and Lot Nos. 180 through 194, inclusive, and a portion of Lot No. 174 of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, together with the alleys separating the above-described lots, and being more particularly described according to a plat of survey prepared for the City of Dalton by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated July 20, 2011, revised August 7, 2011, and being more particularly described according to said survey as follows:

BEGINNING at the southeast corner of the intersection of the south right of way line of Nichols Street (50' R/W) and the east right of way line of Cherokee Street (40' R/W); thence south 89 degrees 08 minutes 58 seconds east, along the south right of way line of Nichols Street, a distance of 257.37 feet; thence south 12 degrees 11 minutes 50 seconds east, along the west right of way line of South Hamilton Street (80' R/W), a distance of 485.15 feet to an iron pin; thence south 87 degrees 10 minutes 25 seconds west a distance of 257.25 feet to an iron pin; thence north 11 degrees 50 minutes 40 seconds west, along the east right of way line of Cherokee Street, a distance of 501.38 feet to THE POINT OF BEGINNING.

## **EXHIBIT “B”**



**City of Dalton**  
**S. Hamilton Residential Infill Infrastructure**  
**Probable Construction Costs**

10/9/2023

ITEM No.	GDOT Sec.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	151-1000	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
2.	171-0010	TEMPORARY SILT FENCE, TYPE A	2,400.0	LF	\$4.50	\$10,800.00
3.	201-1500	CLEARING DEMOLITION & GRUBBING	1.10	AC	\$20,000.00	\$22,000.00
4.	210-0100	GRADING COMPLETE	4,000	CY	\$10.00	\$40,000.00
5.	310-5040	GR AGGR BASE CRS, 4 INCH	460	SY	\$25.00	\$11,500.00
6.	310-5080	GR AGGR BASE CRS, 8 INCH	2,125	SY	\$40.00	\$85,000.00
7.	402-3100	1-1/2" (165 lb/sy) RECYCLED ASPH CONC 9.5 MM SUPERPAVE	180.0	Tons	\$160.00	\$28,800.00
8.	402-3190	2" (220 lb/sy) RECYCLED ASPH CONC 19 MM SUPERPAVE	240.0	Tons	\$160.00	\$38,400.00
9.	412-1000	BITUMINOUS PRIME (0.25 gal/sy)	535	GAL	\$8.00	\$4,280.00
10.	413-1000	TACK COAT (.07 gal/sy)	150	GAL	\$7.00	\$1,050.00
11.	441-0016	DRIVEWAY CONCRETE, 6 IN TK	460	SY	\$80.00	\$36,800.00
12.	441-0104	CONC SIDEWALK, 4 IN	740	SY	\$70.00	\$51,800.00
13.	441-5002	CONCRETE HEADER CURB, 6 IN	1,950	LF	\$35.00	\$68,250.00
14.	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN	1,060	LF	\$30.00	\$31,800.00
15.	441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	14	EA	\$3,000.00	\$42,000.00
16.	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	585	LF	\$120.00	\$70,200.00
17.	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	70	LF	\$165.00	\$11,550.00
18.	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	20	LF	\$185.00	\$3,700.00
19.	660-0004	SAN SEWER PIPE, 4 IN, PVC	375.0	LF	\$50.00	\$18,750.00
20.	660-0808	SAN SEWER PIPE, 8 IN, DUCTILE IRON	990.0	LF	\$300.00	\$297,000.00
21.	660-2600	SEWER CLEANOUTS , 4 IN	40.0	EA	\$1,000.00	\$40,000.00
22.	668-1100	CATCH BASIN, GP 1	16	EA.	\$6,000.00	\$96,000.00
23.	668--3300	SAN SEWER MANHOLE, TP 1	12.0	EA	\$8,000.00	\$96,000.00
24.	668-9800	OUTLET CONTROL STRUCTURE	1	EA	\$7,500.00	\$7,500.00
25.	670-0800	WATER METER - 3/4 IN	40.0	EA	\$400.00	\$16,000.00
26.	670-	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 8 IN	1.0	EA	\$15,000.00	\$15,000.00
27.	670-1060	WATER MAIN, 6 IN PVC (C900)	30.0	LF	\$75.00	\$2,250.00
28.	670-1080	WATER MAIN, 8 IN PVC (C900)	1,470.0	LF	\$90.00	\$132,300.00
29.	670-3127	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 8 IN	1.0	EA	\$10,000.00	\$10,000.00
30.	670-4000	FIRE HYDRANT INCL 8 IN X 6 IN TEE ASSEMBLY	5.0	EA	\$8,500.00	\$42,500.00
31.	670-5010	WATER SERVICE LINE, 1 IN	375.0	LF	\$70.00	\$26,250.00
31.	700-6910	PERMANENT GRASSING	0.5	AC	\$2,200.00	\$1,100.00
32.		Porous Sidewalk/Permeable Pavers	763	SY	\$35.00	\$26,705.00
33.		Electrical Utility Trenching	1,220.0	LF	\$15.00	\$18,300.00

Estimated Construction Cost      \$1,298,730

Contingency (10%)      \$129,873.00

**Total Estimated Cost      \$1,428,603**

\*Estimate does not include the following:

Any Permitting/Tapping Fees or Bonds

Landscaping Vegetation or Irrigation System (beyond stabilization)

Building Structure or Slabs

Gas and Electrical Services or Structures