



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 19, 2018
6:00 PM
DALTON CITY HALL**

A G E N D A

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

- [1.](#) Joint Development Authority Update - Carl Campbell
- [2.](#) Review of Draft Policy for Burr Performing Arts Park
3. Review of Agenda
4. Executive Session - Personnel

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

Call to Order

5. Pledge of Allegiance

Approval of Agenda

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

Proclamation:

- [6.](#) "Small Business Saturday" - November 24, 2018 - Mr. George Woodward, DDDA

Minutes:

- [7.](#) Mayor and Council Work Session Minutes - November 5, 2018
Mayor and Council Regular Meeting Minutes - November 5, 2018
Mayor and Council Special Called Meeting Minutes - November 9, 2018

Unfinished Business:

- [8.](#) Second Reading - Ordinance 18-07 Personal Transportation Vehicles

New Business:

- [9.](#) Special Election Certification of Sunday Sales Results
- [10.](#) First Reading - Ordinance 18-17 Sunday Alcohol Sales
- [11.](#) Adoption of Cyber Security Policy

MAYOR AND COUNCIL MEETING AGENDA
NOVEMBER 19, 2018

- [12.](#) FAA Pre App and 5-Year CIP (2020-2024) for Dalton Municipal Airport
- [13.](#) Police Department Taser Replacement Purchase Agreement with Axon, Inc.
- [14.](#) Police Department Power DMS Standards Module Renewal Contract
- [15.](#) Police Department Power DMS System Subscriber Fee Contract Renewal
- [16.](#) Intergovernmental Agreement for TAD #1 Tax Increment Financing and Development Agreement with The Carpentry, LLC.
- [17.](#) Resolution 18-14 Adoption of FY2019 Budget
- [18.](#) Ratification of Agreement with Pont Engineering to Inspect Chattanooga Ave Bridge over Mill Creek and Provide Detailed Report (Phase 1 of 2)
- [19.](#) Department Head Performance Review Process and Form

Supplemental Business:

Announcements:

- 20. City of Dalton government offices will be closed November 22-23, 2018 for the Thanksgiving holidays.

Adjournment



Dalton - Whitfield Economic Development Authority Update



Dalton • Whitfield County
JOINT DEVELOPMENT AUTHORITY

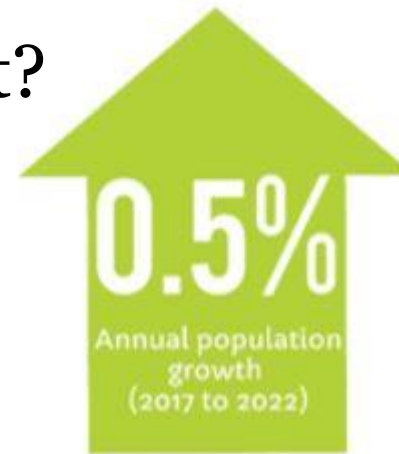
- What are we doing?
- Why are we doing it?
- How are we doing?
- What value do we bring to the City of Dalton?

Some of the things we do...

- Industrial Recruitment
 - Retail Recruitment
 - TADS
- Tax Exempt Bond Work
- Administer Community Grants
 - Bringing Jobs to Dalton
 - Increasing the Tax Base
 - Abatement Compliance
 - Tax Collections
- Promoting Visits to Dalton
 - Housing efforts



Why is this work important?

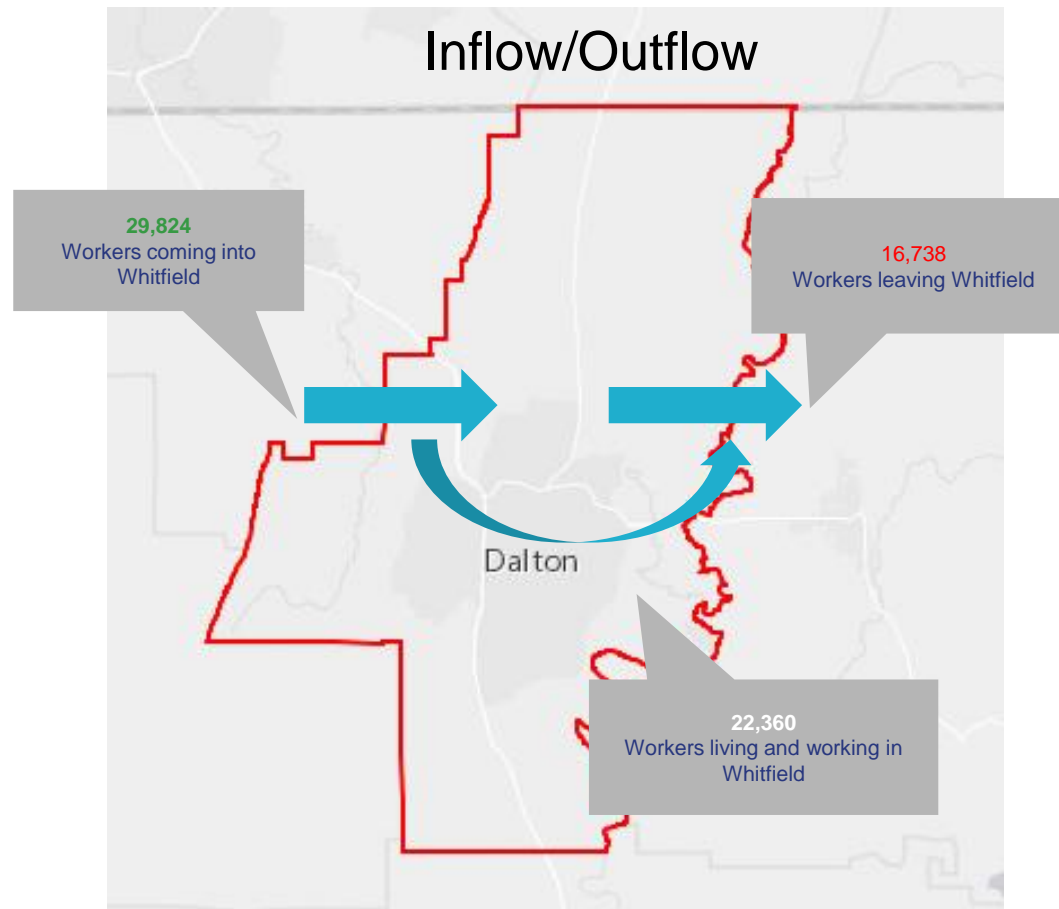


TOP PRIVATE EMPLOYERS



Troubling Labor Demographics

Whitfield County: Commute Patterns



How are we doing - Some of our projects

IVC (Mohawk)

Engineered Floors

Sustainable Corrugated

White Flyer

Healthier Choice Flooring

Anonymous Small Company

Anonymous Large Company

Hanwha Q-Cells

Sewer Grant / Road Grant / Brownfield Grant

Housing Efforts

TAD Projects (Mall & Others)

Dalton - Whitfield Economic Development Authority Update



Dalton - Whitfield Economic Development Authority Update



Dalton - Whitfield Economic Development Authority Update



Dalton - Whitfield Economic Development Authority Update





Anna Shaw
Children's Institute

Cancer
Treatment
Center





DOWNTOWN

Establish downtown Dalton as a destination district

COMMUNITY PRIDE

Launch a campaign to enhance community pride

ECONOMIC DEVELOPMENT

Sustain a best-practice economic development program

EDUCATION

Create an education partnership to align greater Dalton's talent pipeline

ENTREPRENEURSHIP

Create a scalable physical hub for entrepreneurship in downtown Dalton

HOUSING

Pursue a competitive and diverse housing stock

What value do we bring to the City of Dalton?

Increased Tax Base

Increase Jobs county

Grant funds to help our community

Dollars brought to our community through our efforts (ex. Jet fuel)

Return on Investment to the city– on every business that we bring to the entire county

Examples

Project Moon - \$\$ increase to transfer payment

White Flyer – large gas customer – load unknown at this time

Project CSI – projected \$\$\$ increase to transfer payment

Other thoughts

- Our budget has remained the same for the last 5 years or more
- We have been good stewards of the money
- We work hard to bring investments to the city and county
- We have skin in the game

We appreciate our city support, are here to serve our community and want to react to your needs.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: Draft Policy Burr Performing Arts Park

Department: Recreation

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes; Also Reviewed by Dalton Recreation Commission

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:

This policy is designed to guide event sponsor applicants, DDDA staff, and city staff with respect to planning, approving and conducting events at Burr Performing Arts Park

Draft Policy for Burr Performing Arts Park 10-26-18

The Burr Performing Arts Park, the crown jewel of downtown, was conceived, designed and built in its unique location for the purpose of hosting events which would be considered entertainment, recreational, or educational in nature, and is specifically suited for performing arts. Burr Performing Arts Park (Park) is part of the City of Dalton Recreation System. Burr Park is a public space constructed with private funds and maintained as a city park.

The purpose of this policy is to establish procedures for use of the Park during Special Events, and by members of the community. The procedures are designed to enhance the quality of the experience, and the overall safety of all who use or visit the Park. In addition, the procedures include measures to prevent damage to the lawn, stage, hardscape or any other portion of the Park. Proposed events which, by the very nature of the event, are likely to damage the Park will not be permitted.

Event Applications

An application must be submitted to the Downtown Dalton Development Authority (DDDA) at least 60 days prior to the event date¹. Applications may be emailed to Kristi Watson at kwatson@downtowndalton.com or delivered in person to the DDDA offices at 305 Depot Street, Dalton, GA 30720 Monday – Friday, between the hours of 8:30 am and 5:00 pm, or mailed to DDDA, P.O. Box 707, Dalton GA 30722-0707. For more information or questions, please call 706-278-3332. The event application will be available on the following websites: DDDA, City of Dalton, Dalton Parks and Recreation Department

- The complete Application includes all parts, sections, and checklists
- Applications will be evaluated by DDDA personnel and City of Dalton personnel prior to approval
- Depending on the nature and size of the planned event, one or more pre-planning conferences between DDDA, and City of Dalton personnel may be necessary; applicants will be notified using the contact information supplied on the application.
- If the event application is approved, the applicant will be notified and will be given a copy of the policies and procedures for Burr Performing Arts Park
- If the application is not approved, the applicant will be notified and will be informed of the reason for denial of the permit²
- The Dalton Parks and Recreation Department will assign a facilities and logistics liaison to each event, and provide an on-call procedure for event sponsors for the purpose facilitating access to park infrastructure such as electrical connections, sound equipment connections, and related matters.

Fees

Significant resources are required to maintain the Park grounds, structures and infrastructure. In addition, the nature and size of some events require additional resources in the form of additional staffing by City employees, and delivery, deployment and retrieval of barriers, safety equipment and other items. It is necessary for each applicant to submit fees in accordance with the nature and requirements of the event for which they wish to host at Burr Park in order to offset maintenance and repairs. The following information provides basic guidelines for fees. Events during which alcohol is served, and/or events which expect a large number of attendees or guests may require additional fees.

- Application Fee - \$25. This is a non-refundable fee for ALL applications and covers the cost of multiple agencies' review of the application, as well as the administrative cost associated with processing

¹ Modify City ordinance if needed; add FAQ reference; add pre-planning ordinance requirements; add "concert/concert series"

² Clarify appeal procedure and adjust ordinance if necessary

- Impact Fee - This fee is determined based on the level and amount of services needed from DDDA staff, City of Dalton Staff; and independent contractors deemed necessary for the safety of the event by City of Dalton. City Departments will be required to submit an estimate of direct and other costs to the event sponsor
- Security Fee – Security fees may be applicable, and will depend on the size and nature of the event. The City of Dalton Police Department will assess the security needs based on the information provided in the application, and during pre-planning events if necessary.
- Deposit – The event sponsor will be required to provide a refundable deposit to cover damage to the Park facilities, and to cover cleanup. The deposit is refundable if the post event inspection reveals the necessary cleanup procedures are followed by the event sponsor, and there are no damages. If cleanup is required by City staff, the deposit will be forfeited. Should the damage repair or cleanup costs exceed the deposit amount, the City may require to event sponsor to reimburse the city for the actual expenses.
- All fees must be paid to (DDDA/City Clerk of Dalton) prior to the start of the event³

Alcohol Beverage Licensing Requirements

Event sponsors who wish to conduct sales of alcoholic beverages must do so by applying for the applicable permits with the Clerk's Office at Dalton City Hall. A permit is required from both City of Dalton and Georgia Department of Revenue, as well as liability insurance coverage. These permits must be sought by applicant separately from the event application for Burr Park. During permitted events, only alcoholic beverages purchased from the event vendor may be possessed and consumed within the Park⁴.

- Events involving the sales of alcoholic beverages will require a minimum of two Dalton Police Officers for security
- Event sponsors must provide their own staffing for proper identification checks of patrons. All security and event staff members must wear clothing with appropriate markings so as to clearly identify their role as security or event staff
- Event Sponsor must provide a copy of State and City of Dalton alcohol beverage licenses to the DDDA prior to the event date

Insurance

Event sponsors must provide a minimum of \$1 million liability insurance coverage per event based on the nature of the event⁵. At minimum, events involving sales of alcoholic beverage sales require \$1 million minimum liability insurance coverage. See the "Insurance Requirements" section of the Special Event Application for additional requirements.

Security

Burr Performing Arts Park is a public space, and visitors should be respectful of themselves, others, and park property. Depending on the nature and expected attendance level, certain events may require security. The Chief of the Dalton Police Department, or his/her designee will make the final determination on the amount and type of security needed, if any. Event sponsors must provide funding for all security staffing as described in the "Fees" section above.

- If the event requires certified police officers, those officers will be members of the Dalton Police Department (DPD), except as provided below.
- The Chief of the Dalton Police Department may augment DPD police staffing with certified officers from another agency, provided the additional officers conduct all actions within the policies and procedures of the Dalton

³ Determine the mechanism to accept fees. Should all go to DDDA, and then to City (except for alc bev permits)??

⁴ Reference City Ordinance here regarding open alcohol in downtown

⁵ Language from the current application inserted here

Police Department, and are supervised by a Dalton Police Department Officer. Officers from another agency must receive training and operational briefing prior to working each event

- The Chief of Police may augment DPD police staffing with private security officers, provided the security officers meet Georgia certification standards, and are supervised by a Dalton Police Officer. Private security officers must receive training and operational briefing prior to working each event

Cooking

Cooking is permitted only in approved locations and manners as designated by Dalton Parks and Recreation Staff, DDDA Staff, City of Dalton Fire Marshall and Health Department officials.

- Cooking is not permitted on the lawn/grass area of the park
- No cooking materials, oils, grease or other cooking material may be allowed to drain or drip onto the ground or any surface area within the Park
- Food trucks may be permitted within the Park, and may park only in areas designated by Dalton Parks and Recreation Department. Certain types of cooking within food trucks will require a special permit issued by the Dalton Fire Department pursuant to a successful inspection of the food truck and cooking equipment⁶ **Dalton Fire Department is currently working on specific policy language for “food trucks”.**
- Dumping of cooking materials, “grey” water, and sewage from food trucks, or any other vehicle, is prohibited within the Park, other public rights of way, and on private property of others
- Event Sponsor must provide a list of all food vendors to the DDDA prior to issuance of a Special Event permit

Care of Lawn Area

- The lawn area and all plant material should be protected from activities which will cause damage.
- No spikes, stakes or other devices may be driven into the ground for any purpose, including securing tents or canopies unless permitted by the Parks and Recreation Director, or his/her designee.
- No tents or canopies may be placed on the lawn/grass area unless permitted by the Parks and Recreation Director, or his/her designee.
- No holes may be dug in any part of the Park unless permitted by the Parks and Recreation Director, or his/her designee.
- Staging or placement of tents, canopies, or other structures will not be permitted on the raised “berm” area immediately behind and surrounding the stage area. The center walkway leading to the back door of the stage area will remain free of obstruction

Stage and Infrastructure

The stage at Burr Performing Arts Park is designed to house performers and highly specialized electronic equipment. For safety reasons, the placement of portable pools; other water-filled devices; wrestling rings; and inflated devices like “bounce-houses” will not be permitted. For safety purposes, the staging of electronic equipment, and stage set props and scene backdrop materials, and other structures must be approved by City of Dalton Fire Marshall. In addition, the following guidelines apply to use of the stage:

- The stage platform may not be used for political activities which advocate for one or more candidates, or a political party
- Thematic music performances of a religious, and/or patriotic nature are permitted, as well as ecumenical religious services
- No fireworks and “pyrotechnic” devices may be ignited on the stage or within the Park
- Open fires are prohibited on the stage and within the Park

⁶ Address this within City Ordinance if necessary; clarify the types of permits available and fee amounts

Vehicles

In order to prevent damage to the Park, motor vehicles may not be driven on the lawn/grass area of the Park, except for emergency response vehicles. Vehicles may not be driven or parked on the sidewalk and hardscape areas. Food trucks or other authorized vehicles may park in the designated area for such vehicles provided they are approved in the application. The Parks and Recreation Department personnel, and their contracted park maintenance personnel, may operate landscaping and maintenance equipment within the Park as needed. Riding bicycles and skateboarding is prohibited on park surfaces, stages, benches and facilities⁷.

Portable Toilets

Event sponsors must provide, at their own expense, a sufficient number of portable toilets based on the size of expected attendance. At minimum, at least one portable toilet must be provided per each 100 event attendees. Portable toilets may be placed no earlier than one business day before the event, and must be removed no later than one business day after the event date.

Barricades, Signs, Traffic Control Devices and Participant Control Devices

In order to provide a safer environment for event participants, certain vehicular and participant access controls are necessary.

Certain events may require the placement of traffic control devices, or other barriers on City streets or rights of way in order to provide safe ingress and egress. After an evaluation of the event application, the placement of traffic control devices/barriers will be determined by the Dalton Police Department, Dalton Public Works Department and Dalton Fire Department. If the number and type of control devices/barriers are not available from current City inventory, the event sponsor may be required to fund additional equipment of this nature.

Event sponsors may request controlled-access entry and exit points based on the nature and expected attendance to the event. The configuration of controlled-access points must be approved by the Dalton Police Department and Dalton Fire Department, and the Dalton Fire Department will determine the appropriate occupant capacity for the Park. The event sponsor must provide staffing to monitor these access points. All event sponsor-provided staff members will wear clothing which clearly identifies them as Staff Members⁸. If the number and type of control devices/barriers are not available from current City inventory, the event sponsor may be required to fund additional equipment of this nature. All ticketed events will require controlled-access entry and exit points, and the outer limit of the event area must be fenced or closed using material and configuration approved by the Dalton Police Department and Dalton Fire Department.

The event sponsor may request the separation of the Park grounds (lawn) into distinct viewing areas, or staging areas of tents, canopies, booths, etc... The City of Dalton Fire Department must approve the configuration of the staging areas, and may determine the appropriate occupant capacity based on the configuration of staging elements/viewing areas. The event sponsor, and/or participants are responsible for providing, installing and removing all such equipment. Event Sponsor may select from one of several predetermined configurations based on the number of expected attendees. Event Sponsors may request custom configurations, but doing so may result in additional impact fees to cover safety inspections

⁷ Update city ordinance to reflect??

⁸ Use City ordinance definitions for "Event Staff/Security" attire?

Animals

In general, Service Animals as defined in O.C.G.A. §30-2-4⁹, and small pets such as dogs and cats, are permitted in the Park so long as the animals are under the control of the owner.¹⁰ Owners are responsible for removing animal waste deposited by their pet. The City reserves the right to prohibit park patrons from bringing animals into the park if City staff determines the animal's presence will damage the Park or, due the size or nature of the animal, it poses an unreasonable risk of injury to other animals or park patrons.

During ticketed events only Service Animals, as defined by law, are permitted with their owner inside the fenced area of the Park.

⁹ Georgia law definition includes only service dogs which have been specifically trained to assist a person for a specific disability; the law does not give the right for patrons to be accompanied by "comfort" or "companion" animals

¹⁰ Language here from City "leash law"? Should we designate areas for owners to take animals for "relief"?

PROCLAMATION



"SMALL BUSINESS SATURDAY" NOVEMBER 24, 2018



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

WHEREAS, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7% of all businesses with employees in the United States, and are responsible for 65.9% of net new jobs created from 2000 to 2017; and

WHEREAS, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

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

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

NOW, THEREFORE, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim November 24, 2018, as:

"SMALL BUSINESS SATURDAY"

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

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

Mayor _____

Date _____ November 19, 2018

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
NOVEMBER 5, 2018

The Mayor and Council held a Public Hearing and Work Session this evening beginning at 5:00 and 5:15 p.m. respectively in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads. Council member Tyree Goodlett was absent.

PUBLIC HEARING OF FY-2019 CITY OF DALTON BUDGET

The Mayor and Council held a Public Hearing for the purpose of reviewing the FY-2019 City of Dalton Budget. Chief Financial Officer Cindy Jackson reviewed the proposed 2019 General Fund Budget with the Mayor and Council. A copy of the budget in its entirety is a part of these minutes.

CLOSING - PUBLIC HEARING

The hearing was closed at 5:18 by Mayor Mock.

AGENDA REVIEW

The Mayor and Council reviewed the agenda at 5:19, in specific the following agenda items:

Review of IT Cyber Security Policy

IT Director Darin Waldrop explained the new IT Cyber Security Policy to the Mayor and Council. Waldrop stated that the policy is in conjunction with the new Cyber Security Insurance Policy purchased earlier. Waldrop further stated the purpose of the policy is to effectively and efficiently manage the risks to the City of Dalton Government's information assets from all types of threats, whether internal or external, deliberate, or accidental.

Review of PTV Ordinance Revisions

Deputy Public Works Director Andrew Parker and Deputy Police Chief Chris Crossen addressed previous concerns with the Mayor and Council regarding the draft PTV Ordinance that will allow for golf carts that meet certain criteria to be able to operate on city streets.

Parker stated that after reviewing several cities ordinances regarding PTV, Dalton Public Works and Police Department agreed on the following revisions:

(1) added a definition defining an authorized street as per State law which is 25 miles or less and PTV's can not be on the state or federal highway

Parker stated that instead of giving a blanket approval, request for streets/subdivisions will be evaluated for appropriateness and approved by the Mayor and Council on a case by case basis

(2) added section for required equipment

(3) added section for registration of vehicles

(4) added a section for Operation of PTV - Safety Regulations

A copy of a draft of this ordinance with these changes is attached to these minutes.

RECOMMENDATION TO RELOCATE HISTORIC MARKER

City Administrator Jason Parker presented a recommendation to the Mayor and Council from the Historic Preservation Commission to relocate the Tristram Dalton Marker located at 114 North Pentz Street to the current City Hall location at 300 West Waugh Street.

Parker stated that if the City desires to move the sign, the State Historic Society must be notified to update their records to reflect the new location.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:32 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 5, 2018

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

PUBLIC COMMENTARY

Lizzie Stuckey, Youth Services Manager of the Dalton-Whitfield County Public Library, Announced the Library had a Family Fall Festival with record attendance of 660 in 2 hours. Stuckey stated it was exciting to see the record numbers in attendance given the other activities that were going on in Downtown Dalton during the same time/day.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

PROCLAMATION

"Hospice Month" - November 2018 - Chanavi House, Hospice of Chattanooga
The Mayor and Council proclaimed November 2018 as "Hospice Month" and encouraged all government agencies, community organizations and citizens of Dalton to participate in related activities and to support hospice and the vital services it offers the community.

MINUTES

The Mayor and Council reviewed the Work Session and Regular meeting minutes of October 15, 2018. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 18-12 UNIFIED ZONING TEXT AMENDMENTS

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council adopted Ordinance 18-12 entitled Unified Zoning Text Amendments by amending the definition for Boutique Hotel by increasing the lodging facility from 30 to 35. The vote was unanimous in favor. A copy of this Ordinance is a part of these minutes. The vote was unanimous in favor.

SECOND READING - ORDINANCE 18-14 FIRE PREVENTION CODE

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council adopted Ordinance 18-14 entitled Fire Prevention Code that amends the loft and urban dwelling downtown standards. A copy of this Ordinance is a part of these minutes. The vote was unanimous in favor.

(3) 2018 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the following (3) Alcohol Beverage Applications:

Business Owner: El Ranchero Enterprises, LLC
d/b/a: El Ranchero Mexican Restaurant
Applicant: Nancy Hernandez
Business Address: 1523 East Morris St.
Type: Pouring Beer, Pouring Liquor
Disposition: New

Business Owner: SM Shubhu, Inc.
d/b/a: B.P Food Mart
Applicant: SM Shubhu Inc.| Sushil Kumar
Business Address: 2201 Chattanooga Rd.
Type: Package Beer, Package Wine
Disposition: New

Business Owner: Planet of the Grapes, LLC
d/b/a: Planet of the Grapes Wine Bar, LLC
Applicant: Planet of the Grapes, LLC | Trent William
Business Address: 126 W. King St
Type: Pouring Liquor, Micro-Brewery
Disposition: License Addition
The vote was unanimous in favor.

RENEWAL OF POLICE DEPARTMENT RADIO ADVERTISING CONTRACT

The Mayor and Council review the Radio Advertising Contract for the Police Department. The contract is a renewal of the annual radio sales agreement for the Police Department and local radio group at \$2299.00 per year. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the contract. The vote was unanimous in favor.

ORDINANCE 18-15 PEREZ REZONING REQUEST

The Mayor and Council reviewed Ordinance 18-15 Perez Rezoning Request to rezone from Heavy Manufacturing M-2 to Transitional Residential R-6 for a tract of land totaling 1.47 acres located along Harris Street (parcel 12-239-16-012). On the motion of Council member Crews, second Council member Harlan, Mayor Mock, Council members Crews and Harlan voted aye, Council member Wood abstained.

CONTRACT WITH DBT TRANSPORTATION SERVICES, LLC FOR DALTON MUNICIPAL AIRPORT

CONTRACT WITH EASTERN AVIATION FUELS, INC., FOR DALTON MUNICIPAL AIRPORT

The Mayor and Council reviewed a one year contract with DBT Transportation Services, LLC for maintenance and inspection of runway and taxi lighting in the amount of \$15,000.00 and a Contract with Eastern Aviation Fuels, Inc., for a new fuel dispensing system for airport fuel farm in the amount of \$18,000.00 for the Dalton Airport. On the motion of Council member Wood, second Council member Harlan, both contracts were approved. The vote was unanimous in favor.

RESOLUTION 18-12 AMENDMENT TO GEORGIA REVENUE BOND LAW

The Mayor and Council reviewed Resolution 18-12 Amendment to Georgia Revenue Bond Law expressing support from the City of Dalton for state legislators to amend certain sections of the Georgia Revenue Bond Law to allow the use of Revenue Bonds to fund capital improvements and support for the infrastructure of Dalton Utilities used for the generation and transmission of electricity. On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved Resolution 18-12. The vote was unanimous in favor.

RESOLUTION 18-13 AUTHORIZING SALE OF UTILITY PROPERTY

The Mayor and Council reviewed Resolution 18-13 Authorizing Sale Of Utility Property to sell certain real property as described in exhibit “a” to Interplast Group Ltd. On the motion of Council member Wood, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor. Exhibit “A” is a part of these minutes.

DRAINAGE STUDY TO ANALYZE FLOODING AT CROWN GARDENS AND ARCHIVES AND DOWNSTREAM PIPE CAPACITIES

On the motion of Council member Harlan, second Council member Wood, the Mayor and Council approved the Drainage Study to Analyze Flooding at Crown Gardens and Archives and Downstream Pipe Capacities in the amount of \$15,093.00 + \$3500.00 for surveying to be paid for with 2015 SPLOST (Roads, Bridges, and Stormwater Category). The vote was unanimous in favor.

SUPPLEMENT TO AGREEMENT WITH TERRACON FOR FINAL WALK-THRU INSPECTION OF ASBESTOS ABATEMENT AT 2007 TAMPICO WAY (FORMER ECONO LODGE)

The Mayor and Council reviewed the Supplement to Agreement with Terracon for Final Walk-Thru Inspection of Asbestos Abatement at 2007 Tampico Way (Former Econo Lodge). The agreement will allow for Terracon to perform a final walk-thru inspection of the site to ensure that the abatement contractor properly removed all ACM in accordance with EPD requirements in the amount of \$1325.00. On the motion of Council member Wood, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

CONTRACT WITH KADIMA, INC. FOR ASBESTOS ABATEMENT AND OTHER
HAZARDOUS WASTE REMOVAL AT THE FORMER ECONO LODGE (2007 TAMPICO
WAY)

The Mayor and Council reviewed the Contract with Kadima, Inc. for Asbestos Abatement and Other Hazardous Waste Removal at the Former Econo Lodge (2007 Tampico Way) in the amount of \$158,700.00 for asbestos abatement and removal of other hazardous waste at the former Econo Lodge located at 2007 Tampico Way. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the contract. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:34 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL
SPECIAL CALLED MINUTES
NOVEMBER 9, 2018

The Mayor and Council held A Special Called meeting this afternoon at 12:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson. Council Member Denise Wood was absent.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Citizen (1) - Asked the Mayor and Council to consider allotting 1% of the \$100 million dollar SPLOST to go towards mental health.

Citizen (2) - Stated that he is aware that Whitfield County controls the SPLOST process and the City is at a disadvantage; he asked the following questions:

- (1) Does the SPLOST allow for the City to fund any capital projects that the City may foresee in the next 6 years so that those projects can be taken out of the general fund?
- (2) How badly are the items on the list needed, or did the City just complete a list?
- (3) Are there any studies or memo's that outline the need for the items submitted on the list?

Citizen (3) - Stated he supports the SPLOST process, however he stated that voters will see "wants" instead of "needs" and is very concerned that a \$100 million SPLOST may be close to taxing out the generosity of voters.

APPROVAL OF SPLOST INTERGOVERNMENTAL AGREEMENT

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the SPLOST Intergovernmental AGREEMENT. The vote was unanimous in favor.

FOR THE RECORD

Mayor Dennis Mock read into the record a statement from Council member Denise Wood.

The SPLOST is driven by Whitfield County Government and the City had to make a list to include in the SPLOST or the County would have made the list for the City. The City wants to insure that issues regarding borrowing cost will be paid for by the County, and that if the County uses the Building Authority to secure these funds, the County will pay all cost incurred.

Mayor and Council
Special Called Minutes
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November 9, 2018

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 12:23 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/26/18

Agenda Item: PVT Ordinance Review

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget

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

Attached is a proposed revision of the city PVT ordinance. The ordinance is submitted with changes proposed by the Police Department and Public Works Department.

ORDINANCE 18-07

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: “Traffic and Vehicles”; By Amending Article VI Captioned: “Fire Lanes” To Reserve Sections 114-408 Through 114-414; By The Addition of A New Article VII Captioned: “Personal Transportation Vehicles”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by amending Article VI captioned: “Fire Lanes” by reserving Sections 114-408 through 114-414 for future use.

Section 2.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by adding a new Article VII captioned: “Personal Transportation Vehicles”, which shall read as follows:

ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES

Sec. 114-415. –Findings and Intent

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the city and under its jurisdiction can be authorized for use by operators of Personal Transportation Vehicles (“PTV”). This Article shall set forth the conditions for such use of a PTV.

This article is adopted to address the interest of public safety. Personal transportation vehicles (“PTV”) and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads, and the City of Dalton in no way advocates their operation on the public roads within its jurisdiction. Adoption of this article is not to be relied upon as a determination by the city that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the city is merely addressing obvious safety issues. All persons who operate or ride in personal transportation vehicles and other similar vehicles on public roads do so

with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the city accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the city.

Sec. 114-416. – Definitions.

Authorized street means a public roadway of the city by whatever name (e.g. road, alley, avenue, street, boulevard, etc.) that:

- (1) Has a posted speed limit of 25 miles per hour or less;
- (2) Is not designated as part of either the state or federal highway system;
- (3) Is a primarily residential street
- (4) Has been designated an authorized street by ordinance or resolution of the city council.

Driver's license means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

Proof of Insurance means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

Personal Transportation Vehicle ("PTV") means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as "motorized carts". The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

Required Equipment shall consist of:

- (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- (2) A reverse warning device functional at all times when the directional control is in the reverse position;
- (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;
- (4) Head lamps;

- (5) Reflex reflectors;
- (6) Tail lamps;
- (7) A horn;
- (8) A rearview mirror;
- (9) Safety warning labels; and
- (10) Hip restraints and hand holds or a combination thereof

Sec. 114-417. – Operator of a PTV.

Only persons sixteen (16) years of age or older and holding a valid driver’s license may operate a PTV on the designated streets or portions thereof within the city.

Sec. 114-418. – Insurance Required.

The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-419. – Operation of a PTV.

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads including the following:

- (1) It shall be unlawful to operate a PTV on any street within the City that is not an authorized street. This does not prohibit crossing an unauthorized street where the road being crossed has been properly designated as a “cart crossing” and proper signage and markings have been erected in accordance with the MUTCD.
- (2) All drivers of PTVs shall abide by all traffic regulations applicable to vehicular traffic when using authorized streets and parking areas of the city.
- (3) A PTV shall not be operated on the sidewalks at any time.
- (4) Multi-use paths approved for PTV use will be designated with appropriate signage; otherwise PTV travel on multi-use paths is unauthorized
- (5) The maximum occupancy of a PTV shall be one person per designated seat and at no time should the maximum occupancy exceed eight persons
- (6) Every driver of a PTV shall be subject to all of the rules of the road and duties applicable to the driver of any other vehicle.
- (7) All drivers and passengers must remain seated at all times during operation of the PTV. No person may sit on the driver’s lap during operation of the PTV.
- (8) PTVs shall be in compliance with all required equipment and such equipment must be used in accordance with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.

Sec. 114-420. – Registration and Affidavit of Owner; fee.

The owner of a PTV must register the PTV with the city once every five (5) years. The fee for said registration will be in accordance with state law. As part of the registration process, each owner shall be required to submit to an inspection of the PTV at the Police Services Center and sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner will abide by all laws,

ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof. Documentation of such registration must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-421. – Gasoline powered PTVs.

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

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 _____, 2018.

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

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance was 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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 19, 2018

Agenda Item: Sunday Sales – Special Election Resolution

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Certification of Sunday Alcohol Sale Election Results

SPECIAL ELECTION CERTIFICATION

WHEREAS, a special election was held in the City of Dalton, Georgia on November 5, 2018, to determine whether the City of Dalton shall be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink for 11:00 A.M. to 12:30 P.M.; and

WHEREAS, there has been a consolidation of the returns of the special election.

NOW, THEREFORE, the Mayor and Council of the City of Dalton, Georgia do hereby declare and certify the results for the City of Dalton special election to be as follows:

	<u>Total Number of Votes</u>	<u>Percentage</u>
YES	4521	62.36%
NO	2729	37.64%

This the 19th day of November, 2018.

Dennis Mock, Mayor

Denise Wood, Councilmember

Annalee Harlan, Councilmember

Tyree Goodlett, Councilmember

Gary Crews, Councilmember

Bernadette Chattam, CMC
City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: Ordinance 18-17 Sunday Alcohol Sales

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: None

Funding Source if Not in Budget N/A

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

This ordinance modifies hours of Sunday sales of alcohol for consumption on the premises (Sundays) for properly licensed eating establishments which derive at least 50 percent of their annual gross income from the sale of food, establishments that rent rooms for overnight lodging, micro-breweries and micro-distilleries.

ORDINANCE 18-17

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Striking, Repealing And Deleting Section 6-18 Captioned “Hours Of Sale Of Alcoholic Beverages For Consumption On The Premises” In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned “Hours Of Sale Of Alcoholic Beverages For Consumption On The Premises”; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED**, as follows:

Section 1.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by striking, repealing and deleting Section 6-18 captioned “Hours of sale of alcoholic beverages for consumption on the premises” in its entirety and substituting in lieu thereof a new Section 6-18 captioned “Hours of sale of alcoholic beverages for consumption on the premises” which shall read as follows:

Sec. 6-18. Hours and sale of alcoholic beverages for consumption on the premises.

Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments which derive at least 50 percent of their annual gross income from the sale of food, establishments that rent rooms for overnight lodging, micro-breweries and micro-distilleries may sell alcoholic beverages for consumption on the premises on Sunday from 11:00 a.m. to 12:00 Midnight. Provided, however, if New Year’s Day, January 1, of any year falls on a Monday, then such establishments may sell or serve alcoholic beverages by the drink between the hours of 12:01 a.m. and 2:00 a.m. on New Year’s Day.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

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 _____, 2018.

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 Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: Cyber Security Policy

Department: Technology

Requested By: Darin Waldrop

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

Cost: N/A

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

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

This policy provides direction for employees and technology staff on maintaining the security of the City's network against illegal infiltration by viruses, malware, and active attempts by individuals.

City of Dalton, Georgia

Cybersecurity Policy

A. PURPOSE.

(1) The purpose of the Information Security Policy and Guidelines is to effectively and efficiently manage the risks to City of Dalton Government's information assets from all types of threats, whether internal or external, deliberate, or accidental.

(2) Security is critical to the organization's survival. The goal of utilizing information security as an enabler for proper information sharing and the benefits of a strong program, such as increased ease of administration, reduced complexity of the security architecture, transparency to users, and reduced effort on the part of users, not to mention enhanced security.

B. OBJECTIVES.

(1) City of Dalton Government relies on its information and information systems as a crucial and integral part of providing essential services including meeting its legal and moral responsibility to its constituents for balancing the need for public access to government records while ensuring the integrity of information, the confidentiality of private information, and the availability of their information and information systems.

(2) The ultimate goal of a governmental organization's Information Security Program is to establish enterprise-wide security capabilities that will enable it to safely utilize information technology to provide faster, accurate service and better on-line access to constituents; protect the organization from potential losses and improve the stability of systems; and minimize legal and regulatory liabilities.

C. TRAINING.

(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information and/or information systems.

(2) It is the responsibility of every computer user to know what constitutes acceptable use of City of Dalton Government systems, to know the guidelines, and to conduct their activities accordingly.

(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect City of Dalton Government information assets before they are granted access.

(4) Security awareness training shall be provided as needed to ensure they maintain the desired level of proficiency

D. INFORMATION PROTECTION/COMPLIANCE.

(1) Must be balanced with the need for open government, as established in The Georgia Open Records Act O.C.G.A. §50-18-70 et. seq.).

(2) Provides for public access to government information in all forms (written and electronic).

(3) Provides for exemptions to protect certain private or confidential information.

(4) Requires custodians of electronically stored public documents to provide safeguards against document tampering and unauthorized access to information deemed exempt from public disclosure.

(5) Provides authority for the exemption from public disclosure of those computer applications related to protecting the internal security and integrity of a public agency's data information systems.

(6) Annual reviews of the risks to the City's information and information systems and compliance with this Policy shall be performed by the Information Technology Director and reported to the City Mayor and Council to ensure appropriate visibility exists for the protection being applied to our information and information systems.

E. NON-COMPLIANCE. Non-compliance with this Policy by City of Dalton employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on severity of violations and applicable legal statutes, consequences could result in removal of access rights and special system privileges, removal of system access, or, for City employees, disciplinary action to include potential termination of employment. In severe cases of fraud or breach of privacy laws, legal action may be taken.

F. RESPONSIBILITY. The Dalton City Council bears ultimate authority and responsibility for City of Dalton Government's Information Security. As such, the Council has established this Policy and directs City of Dalton Government personnel to implement the Information Security Policy as follows:

(1) The City Administrator shall approve and enforce all information Security Guidelines that have City-wide scope.

(2) The Information Technology Department Director or designee shall be appointed by the City Administrator as the Information Security Officer (ISO) to provide the direction and technical expertise to ensure that City of Dalton Government's information is properly protected.

(3) All City of Dalton Government Directors, Managers, Program Managers, and Supervisors are directly responsible for implementing the Information Security Policy and Guidelines within their areas of responsibility, and for adherence by their staff.

(4) It is the responsibility of each employee to adhere to the Information Security Policy and Guidelines and to ensure that any vendors or visitors that they sponsor also comply.

(5) The Information Security Officer shall review the program for effectiveness, and will report compliance findings to the Dalton City Council on an annual basis.

G. REMEDIATION. The City of Dalton has acquired Cyber Incident Insurance to mitigate any cost and resources required to resolve breaches of Cyber Security in the City. This along with the framework listed below outlines the response of the Information Technology Department. The Framework Core provides a set of activities to achieve specific cybersecurity outcomes, and references examples of guidance to achieve those outcomes. The Core is not a checklist of actions to perform. It presents key cybersecurity outcomes identified by stakeholders as helpful in managing cybersecurity risk.

(1) Identify – Develop an organizational understanding to manage cybersecurity risk to systems, people, assets, data, and capabilities. The activities in the Identify Function are foundational for effective use of the Framework. Understanding the business context, the resources that support critical functions, and the related cybersecurity risks enables an organization to focus and prioritize its efforts, consistent with its risk management strategy and business needs. Examples of outcome Categories within this Function include: Asset Management; Business Environment; Governance; Risk Assessment; and Risk Management Strategy.

(2) Protect – Develop and implement appropriate safeguards to ensure delivery of critical services. The Protect Function supports the ability to limit or contain the impact of a potential cybersecurity event. Examples of outcome Categories within this Function include: Identity Management and Access Control; Awareness and Training; Data Security; Information Protection Processes and Procedures; Maintenance; and Protective Technology.

(3) Detect – Develop and implement appropriate activities to identify the occurrence of a cybersecurity event. The Detect Function enables timely discovery of cybersecurity events. Examples of outcome Categories within this Function include: Anomalies and Events; Security Continuous Monitoring; and Detection Processes.

(4) Respond – Develop and implement appropriate activities to take action regarding a detected cybersecurity incident. The Respond Function supports the ability to contain the impact of a potential cybersecurity incident. Examples of outcome Categories within this Function include: Response Planning; Communications; Analysis; Mitigation; and Improvements.

(5) Recover – Develop and implement appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity incident.

The Recover Function supports timely recovery to normal operations to reduce the impact from a cybersecurity incident. Examples of outcome Categories within this Function include: Recovery Planning; Improvements; and Communications.

Adopted this 19th day of November, 2018.

Dennis Mock, Mayor

Attest:

Bernadette Chattam, City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: FAA Pre App and 5-Year CIP (2020-2024)

Department: Airport

Requested By: Danny Morgan/Airport Authority

Reviewed/Approved by City Attorney? Yes

Cost: None at this time, but projected \$988,350 City Share over 5 Years (of \$6,581,000 total Cost)

Funding Source if Not in Budget General Fund, DOT Grants, Federal Matching Funds, State Matching Funds

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

This include the FAA pre-application for Phase II of the Terminal Apron Rehab at Dalton Airport. In addition, it includes the 5-Year Capital Improvement Project List for years 2020-2024 as listed below. Last page of the document has more detail

**DNN
DALTON, GEORGIA
FIVE YEAR CIP**

Airport Name: Dalton Municipal Airport

2020-2024

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2020	1. Apron Overlay/Rehab - Phase II 2. Bay T-Hangar and 2 Corporate Hangars including concrete base with base prep 3. DBE Plan Update (2021-2023)	\$1,270,000 \$684,000 \$ 7,000	\$1,143,000 \$ 6,300	\$63,500 \$ 350	\$63,500 \$664,000 350
2021	1. Land Acquisition Services Phase I (Fee/Easement) Approach R/W 32, Missed Approach R/W 14 (Survey/Appraisal/Design) 2. Design (Rehab/Overlay/Runway) 3. Rotating beacon upgrade	\$600,000 \$300,000 \$10,000	\$540,000 \$270,000 \$9,000	\$30,000 \$15,000 \$500	\$30,000 \$15,000 \$500
2022	1. Land Acquisition Services Phase II (Fee/Easement) RPZ Approach R/W 32 including obstruction Removal (includes Survey/Appraisals)	\$600,000	\$540,000	\$30,000	\$30,000
2023	1. Construct R/W Rehab/Overlay	\$2,500,000	\$2,250,000	\$125,000	\$125,000
2024	1. APU power cart 2. Land Acquisition Services Phase III (Fee/Easement) RPZ Approach R/W 14 and obstruction removal (includes survey/appraisals)	\$30,000 \$600,000	\$540,000	\$30,000	\$30,000 \$30,000
TOTALS		\$ 6,581,000	\$ 5,298,300	\$ 294,350	\$ 988,350

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:		4. Application Identifier: 2020-1		
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of Dalton				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000557			*c. Organizational DUNS: 075869230	
d. Address:				
* Street1: 300 West Waugh St Street 2: * City: Dalton County: Whitfield * State: Georgia Province: Country: United States				
*Zip/ Postal Code: 30722				
e. Organizational Unit:				
Department Name: Dalton Municipal Airport			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Mr. Middle Name:		First Name: Danny		
* Last Name: Morgan Suffix:				
Title: Chairman, Dalton Airport Board				
Organizational Affiliation: City of Dalton				
* Telephone Number: (706) 226-1534			Fax Number:	
* Email: dmorgan@perpetualmachine.com				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Dalton and Whitfield County, Georgia

* 15. Descriptive Title of Applicant's Project:

Apron Overlay/Rehab - Phase II
DBE Plan Update FY 2021-2023

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 9th

*b. Program/Project: 9th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/01/2019

*b. End Date: 12/31/2019

18. Estimated Funding (\$):

*a. Federal	1,149,300.00
*b. Applicant	63,850.00
*c. State	63,850.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,277,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Dennis

Middle Name:

*Last Name: Mock

Suffix:

*Title: Mayor

*Telephone Number: (706) 278-9500

Fax Number: (706) 278-8245

* Email: kwitherow@cityofdalton-ga.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

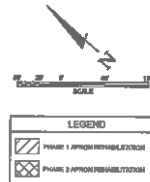
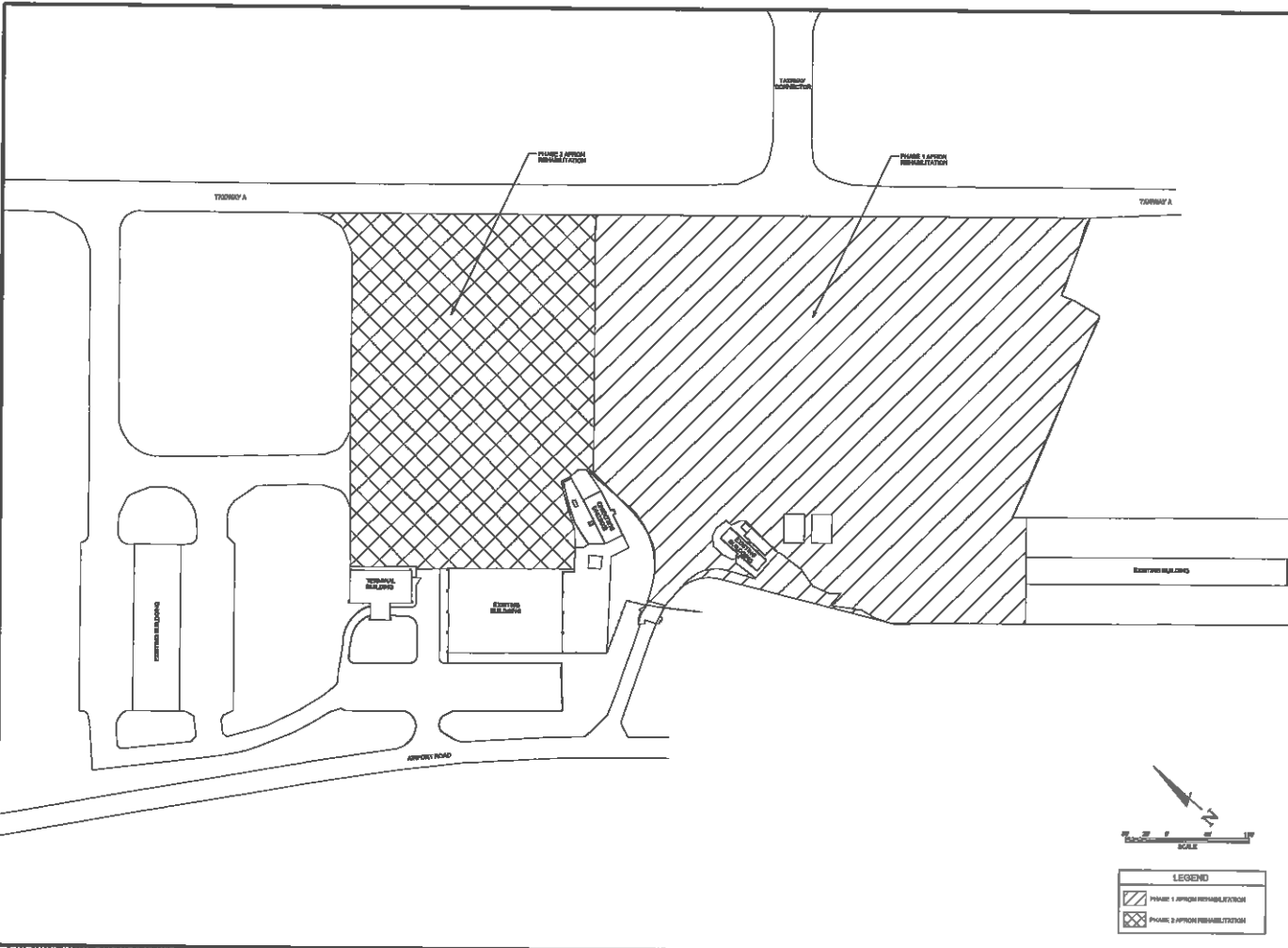
The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PROJECT DESCRIPTION AND JUSTIFICATION

The City of Dalton is seeking federal assistance for Rehabilitation of the Terminal Apron (Phase II). The description and justification for the project are shown below:

Project Element:	Terminal Apron Rehabilitation (Phase II)
Description:	The western portion of the terminal apron will be re-constructed.
Justification:	<p>The aircraft parking apron at Dalton Municipal Airport is in poor condition and has reached the end of its useful life. The south-eastern portion of the terminal apron has just completed rehabilitation. The north-western section which is just in front of the terminal remains to be rehabilitated. It shows signs of cracking and has gradient issues which need to be corrected. A large pool of water stands in the middle of the apron for days after any rain event. This project is needed to maintain the airfield pavement and prevent future problems with FOD and water intrusion into the pavement which may cause further deterioration.</p>

11/17/2018
 11:58:10 AM
 PROJECT: DALTON MUNICIPAL AIRPORT
 SHEET: 1 OF 1



BWSC
 BARNES
 WASHINGTON
 BLANKENHORN &
 DUNN, INC.
an Equal Opportunity Employer

PROJECT SKETCH

TERMINAL RAMP REHABILITATION PHASE 1 AND PHASE 2

DALTON MUNICIPAL AIRPORT

DALTON, GEORGIA

1 OF 1

FILE NO. 2018-08

**DNN
DALTON, GEORGIA
FIVE YEAR CIP**

Airport Name: Dalton Municipal Airport

2020-2024

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2020	1. Apron Overlay/Rehab - Phase II 2. Bay T-Hangar and 2 Corporate Hangars including concrete base with base prep 3. DBE Plan Update (2021-2023)	\$1,270,000 \$664,000 \$ 7,000	\$1,143,000 \$ 6,300	\$63,500 \$ 350	\$63,500 \$664,000 \$ 350
2021	1. Land Acquisition Services Phase I (Fee/Easement) Approach R/W 32, Missed Approach R/W 14 (Survey/Appraisal/Design) 2. Design (Rehab/Overlay/Runway) 3. Rotating beacon upgrade	\$600,000 \$300,000 \$10,000	\$540,000 \$270,000 \$9,000	\$30,000 \$15,000 \$500	\$30,000 \$15,000 \$500
2022	1. Land Acquisition Services Phase II (Fee/Easement) RPZ Approach R/W 32 Including obstruction Removal (includes Survey/Appraisals)	\$600,000	\$540,000	\$30,000	\$30,000
2023	1. Construct R/W Rehab/Overlay	\$2,500,000	\$2,250,000	\$125,000	\$125,000
2024	1. APU power cart 2. Land Acquisition Services Phase III (Fee/Easement) RPZ Approach R/W 14 and obstruction removal (includes survey/appraisals)	\$30,000 \$600,000	\$540,000	\$30,000	\$30,000 \$30,000
TOTALS		\$ 6,581,000	\$ 5,298,300	\$ 294,350	\$ 988,350



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/19/2018

Agenda Item: Taser Replacement Purchase Agreement

Department: Police

Requested By: Assistant Chief Chris Crossen

Reviewed/Approved by City Attorney? Yes

Cost: \$212,130

Funding Source if Not in Budget EnterSource

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

The majority of the Taser Devices carried by the Dalton Police Department will no longer be supported for repairs or needed accessories after December 31, 2018. We are requesting to use money from lapsed salaries to purchase new Taser Devices and spread the cost over a 5 year plan called Taser 60. The Taser 60 plan includes all maintenance and necessary accessories for the devices for both training and on duty use.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote



pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

- 7 **Warranties.**

7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above**



are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement,



except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement

may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any

of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without



reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Agency

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

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

Evidence.com Terms of Use

Appendix

- 1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

- 2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5. Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6. Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7. Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8** **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

- 9** **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10** **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11** **After Termination.** Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Body Worn Camera Full Service Package (BWC Full Service).** The BWC Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$2,500 per day. The full set of service options includes:

System set up and configuration <ul style="list-style-type: none"> • Setup Axon View on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access • Work with IT to install Evidence Sync software on Agency computers (if applicable) • One on-site session included
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary • Authenticate Dock with Evidence.com using "admin" credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Evidence.com and Evidence Sync
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

- 3 Body Worn Camera 1-Day Service (BWC 1-Day).** The BWC 1-Day Package includes one day of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,500 per day. The BWC 1-Day Package options include:

System set up and configuration (Remote Support)

- Setup Axon Mobile on smart phones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access
- Work with IT to install Evidence Sync software on Agency computers (if applicable)

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary
- Authenticate Dock with Evidence.com using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations

End user go live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Evidence.com and Evidence Sync

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 Body Worn Camera Virtual 1-Day Service (BWC Virtual).** The Axon BWC Virtual Package includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 CEW Services Packages.** CEW Services Package are detailed below:

System set up and configuration

- Configure Evidence.com categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com.
- Work with IT to install Evidence Sync software on Agency computers (if applicable).
- Register users and assign roles in Evidence.com.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW 1-Day Service Package:** Virtual assistance included

Dedicated Project Manager

Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout

Best practice implementation planning session to:

- Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss importance of entering metadata and other best practice for digital data management
- Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW 1-Day Service Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com

Evidence.com Instructor training

- Axon's professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at the Agency
- **For the CEW 1-Day Service Package:** Training for up to 1 individual at the Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.

Post go live review

For the CEW Full Service Package: On-site assistance included.

For the CEW 1-Day Service Package: Virtual assistance included.

- 6 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition Service Package includes the following:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

- 7 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services will be considered out of the scope.

8 **Delivery of Services.**

8.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

8.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 9 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

- 10 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or

electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

- 11 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 12 **Liability for Loss or Corruption of Data.** For any work performed by Axon transiting or making use of Agency's network, maintenance and functionality of the network are the sole responsibility of the Agency. In no event will Axon be liable for loss, damage, or corruption of Agency's network infrastructure from any cause.

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b)

only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
- 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
- 6.2. **OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of

the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

- 9 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
- 9.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the free upgrades.
 - 9.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
 - 9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 9.5. **Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:
 - 9.5.1. If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
 - 9.5.2. If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
 - 9.5.3. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each Covered Product.

Axon Commander™ Software

Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, are owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where “use” and “using” in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.
2. **Term.** The term for the Commander license, as well as for any maintenance, will begin upon the completion of Commander installation services by Axon.
3. **License Restrictions.** The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon’s affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.
4. **Support.** Axon may make available updates and error corrections (collectively, “Updates”) to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency’s responsibility to establish and maintain adequate

access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

5. **Termination.** This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Axon Integration Services

Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for

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- assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
 - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).
- 6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where “use” and “using” in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.
2. **License Restrictions.** The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.
3. **Support.** The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

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4. **Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.
 5. **Termination.** This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.
 6. **Export Controls (U.S. and Canada Only).** EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Room Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination

and no refunds will be given.

4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

5 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

6 **Axon Interview Unlimited.** For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide

extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

- 5.3.** If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

- 6.1. License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 **Axon Fleet Unlimited.** Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty.

Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 9** **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:
- 9.1.** Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 9.2.** Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
 - 9.3.** The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
 - 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Signal Sidearm Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

- 1 **Signal Sidearm Term.** The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.
- 2 **Signal Sidearm Warranty Coverage.** The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term. Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment.
- 3 **Spare Product.** Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.
- 4 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:
 - 4.1. If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.
 - 4.2. Signal Sidearm warranty coverage will terminate as of the date of termination and no refunds will be given.
 - 4.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.

Axon Application Programming Interface

Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

1 **Definitions.**

"API Client" means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

"API Interface" means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

"Evidence.com Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

"Use" means any operation on the Agency's data that is enabled by the supported API functionality.

2 **Purpose and License.**

2.1. The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

2.2. Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **API Configuration.**

3.1. The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.

3.2. In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

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- 4 **Agency's Responsibilities.** When using the API Service, the Agency and its end users may not:
- 4.1. use the API Service in any way other than as expressly permitted under this Agreement;
 - 4.2. use in any way that results in, or could result in, any security breach with respect to Axon;
 - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
 - 4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;
 - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;
 - 4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;
 - 4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
 - 4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.
- 5 **API Content.** All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither the Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

Advanced User Management Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

- 1 **Scope.** Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.
- 2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2 **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4 **Delivery of Data Ingestion Services.**

4.1. **Project Management.** Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2. **Changes to Services.** Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and

-
- exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);
- 5.3.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;
 - 5.4.** Ensuring that all appropriate data backups are performed;
 - 5.5.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;
 - 5.6.** Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and
 - 5.7.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-100613-43419.831KD

Issued: 11/15/2018



Quote Expiration: 11/30/2018

Account Number: 110484

Start Date: 11/30/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Kelsey Donohue
Phone: (480) 905-2074
Email: kelsey@taser.com
Fax: (888) 708-8634

PRIMARY CONTACT

Chris Cooke
Phone: (706) 278-9085
Email: ccooke@cityofdalton-ga.gov

SHIP TO

Chris Cooke
Dalton Police Dept. - GA
301 Jones St.
Dalton, GA 30720
US

BILL TO

Dalton Police Dept. - GA
301 Jones St.
Dalton, GA 30720
US

Years 1-3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	90	458.00	358.00	32,220.00
85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	90	458.00	458.00	41,220.00
85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	90	458.00	458.00	41,220.00
Hardware					
80137	TASER 60 X2 UNLIMITED	90	0.00	0.00	0.00
22002	HANDLE, BLACK, CLASS III, X2	90	0.00	0.00	0.00
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	95	0.00	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	80	0.00	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	270	0.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	270	0.00	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	188.00	0.00	0.00
22002	BLACK X2 CEW, HANDLE	9	1,170.00	1,170.00	10,530.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	9	75.00	75.00	675.00
22014	WARRANTY, 4 YEAR, X2	9	363.00	363.00	3,267.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	9	62.00	62.00	558.00
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	10	0.00	0.00	0.00
Subtotal					129,690.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					129,690.00

Free Spare

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
80137	TASER 60 X2 UNLIMITED	1	0.00	0.00	0.00
22002	HANDLE, BLACK, CLASS III, X2	1	1,170.00	0.00	0.00
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	1	62.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	90	458.00	458.00	41,220.00
Subtotal					41,220.00
Estimated Tax					0.00
Total					41,220.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	90	458.00	458.00	41,220.00
Subtotal					41,220.00
Estimated Tax					0.00
Total					41,220.00

Grand Total	212,130.00
--------------------	-------------------

Discounts (USD)

Quote Expiration: 11/30/2018

List Amount	222,738.00
Discounts	10,608.00
Total	212,130.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Years 1-3	129,690.00
Free Spare	0.00
Year 4	41,220.00
Year 5	41,220.00
Grand Total	212,130.00

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Kelsey Donohue at kelsey@taser.com or fax to (888) 708-8634

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-100613-43419.831KD

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/19/2018

Agenda Item: Renewal of Power DMS contract

Department: Police

Requested By: Chris Crossen

Reviewed/Approved by City Attorney? No

Cost: \$805

Funding Source if Not in Budget EnterSource

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

This is a request for ratification of the renewal of the "Standards" module of our Power DMS contract. This is a yearly renewal.

Subscription Quote

Contract Details

Account Number: A-3394

Customer: Dalton Police Department (GA)

Sales Rep: Salesforce Administrator

Order Details

Order #: Q-03413

Order Date: 1/31/2019

Valid Until: 1/31/2019

Subscription Start Date: 1/31/2019

Initial Term: 12

Customer Contact

Billing Contact: Dalton Police Department (GA)

Address: Tonya Baker
301 Jones St
Dalton, GA 30720

Billing Contact Email: tbaker@cityofdalton-ga.gov

Phone:

Fax:

Payment Terms

Payment Term: Net 60

Notes:

PO Number:

Subscription Service

Item	Type	Start Date	End Date	Qty	Total
Standards	Recurring	1/31/2019	1/30/2020	1	\$805.00
Attach proofs to show compliance, assign assessment tasks, track revisions, and status-based grading.					
TOTAL:					\$805.00

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Dalton Police Department (GA)

Signature:



Printed Name:

William C. Olson III

Title:

Chief

Date:

11-8-18

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/19/2018

Agenda Item: Renewal of Power DMS contract

Department: Police

Requested By: Chris Crossen

Reviewed/Approved by City Attorney? No

Cost: \$4135

Funding Source if Not in Budget EnterSource

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

This is a request for ratification of the renewal of the "annual subscription fee" of our Power DMS contract. This is a yearly renewal.

Subscription Quote

Contract Details

Account Number: A-3394
Customer: Dalton Police Department (GA)
Sales Rep:

Order Details

Order #: Q-26021
Order Date: 1/31/2019
Valid Until: 1/31/2019
Subscription Start Date: 1/31/2019
Initial Term:

Customer Contact

Billing Contact: Dalton Police Department (GA)

Address: Tonya Baker
301 Jones St
Dalton, GA 30720

Billing Contact Email: tbaker@cityofdalton-
ga.gov
Phone:
Fax:

Payment Terms

Payment Term: Net 60
PO Number: Notes:

Subscription Service

Item	Type	Start Date	End Date	Qty	Total
SDMS-AS	Recurring	1/31/2019	1/30/2020	105	\$4,135.95
Annual PowerDMS.com hosted subscription fee					
TOTAL:					\$4,135.95

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Dalton Police Department (GA)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: The Carpentry, LLC TIF Development Agreement & Intergovernmental Agreement

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget NA

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

Recommendation by TAD Committee to approve Tax Increment Financing for The Carpentry, LLC.
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INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of [December ____], 2018 (the “Effective Date”) by and among the CITY OF DALTON, GEORGIA (the “City”), WHITFIELD COUNTY, GEORGIA (the “County”), the CITY OF DALTON BOARD OF EDUCATION (the “Board of Education”) and the DOWNTOWN DALTON DEVELOPMENT AUTHORITY (the “DDDA”).

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City, the County, the Board of Education and the DDDA do hereby agree, as follows:

ARTICLE I

Section 1.1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

“Board of Education” means the City of Dalton Board of Education.

“Board of Education Resolution” means that certain resolution adopted by the Board of Education on [____], 2018, *inter alia*, consenting to the inclusion of certain Board of Education ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“Bond Resolution” means the Bond Resolution, Bond Ordinance, Trust Indenture, or other document pursuant to which the TAD Bonds are issued.

“City” means the City of Dalton, Georgia.

“City Resolution” means that certain resolution adopted by the Mayor and Council of the City on December 30, 2015, *inter alia*, approving and adopting the City of Dalton Redevelopment Plan: Downtown, establishing the Redevelopment Area, creating the TAD #1, and other related matters, as supplemented by the resolution adopted on [____], 2018, approving this Agreement.

“County” means Whitfield County, Georgia.

“County Resolution” means that certain resolution adopted by the Board of Commissioners of the County on [____], 2018, *inter alia*, consenting to the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increments,

authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“DDDA” means the Downtown Dalton Development Authority.

“DDDA Resolution” means that certain resolution adopted by the board of the DDDA on [____], 2018, *inter alia*, consenting to the inclusion of certain DDDA ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“Georgia Constitution” means the Constitution of the State of Georgia of 1983, as amended.

“Real Property Tax Allocation Increment” means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

“Redevelopment Agency” means the redevelopment agency for the TAD #1 selected by the City in accordance with the Redevelopment Powers Law.

“Redevelopment Area” means that certain area located within the City and within the County created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as [“City of Dalton - Downtown Redevelopment Area”], as more fully described in the City Resolution and the Redevelopment Plan.

“Redevelopment Cost” shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

“Redevelopment Plan” means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the [“City of Dalton Redevelopment Plan: Downtown”], as more fully identified in the City Resolution.

“Redevelopment Powers Law” means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

“Special Fund” means the special fund with respect to the TAD #1 created pursuant to O.C.G.A. Section 36-44-11 (c) of the Redevelopment Powers Law.

“State” means the State of Georgia.

“TAD #1” means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as

["Tax Allocation District #1 – Downtown"], as more fully described in the City Resolution and in the Redevelopment Plan.

"TAD Bonds" means those certain tax allocation bonds (as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law) of the City with respect to the TAD #1 that the City intends to issue as may be necessary to implement provisions of the Redevelopment Plan with respect to the TAD #1, as provided in the City Resolution, which may include one or more series of bonds and which may be issued at one or more times.

"Tax Allocation Increment" means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the TAD #1, limited to the Real Property Tax Allocation Increment.

ARTICLE I

Section 1.2. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The TAD #1 was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD #1 became effective on the Effective Date of December 30, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD #1.

(c) The City intends to authorize the issuance of TAD Bonds as may be necessary to implement provisions of the Redevelopment Plan.

(d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County, the Board of Education and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district. all or part of the general funds derived from the tax allocation

district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

(e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement.

Section 1.2. Representations of the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the Board of Education and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary the Redevelopment Powers Law provides that ad valorem property taxes of the County derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution.

(b) The County has the power to enter into this Agreement and perform all obligations contained herein and has by proper action duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the County from ad valorem property taxes levied by the County on taxable real property within the TAD #1 in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

Section 1.3. Representations of the Board of Education. The Board of Education makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Board of Education is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the County and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the Board of Education derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the Board of Education consents to such inclusion by resolution.

(b) The Board of Education has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the Board of Education from ad valorem property taxes levied by the City on behalf of the Board of Education on taxable real property within the TAD #1 in

the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

Section 1.4 Representations of the DDDA. The DDDA makes the following representations as the basis for the undertakings on its part herein contained:

(a) The DDDA is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the County and the Board of Education for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the Board of Education derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the DDDA consents to such inclusion by resolution.

(b) The DDDA has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the DDDA from ad valorem property taxes levied by the City on behalf of the DDDA on taxable real property within the TAD #1 in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

ARTICLE II

Section 2.1. Term of the Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until the first to occur of (i) payment in full of the TAD Bonds, (ii) December 31, 20____ or (iii) the termination of the TAD #1.

Section 2.2. Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment.

(a) Pursuant to the County Resolution, the County has consented and agreed to inclusion of County ad valorem taxes on real property within the TAD #1 in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

(b) Pursuant to the Board of Education Resolution, the Board of Education has consented and agreed to inclusion of the Tax Allocation Increments derived from the educational ad valorem property tax millage for real property established by the Board of Education and levied by the City in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

(c) Pursuant to the DDDA Resolution, the DDDA has consented and agreed to inclusion of the Tax Allocation Increments derived from the educational ad valorem property tax

millage for real property established by the DDDA and levied by the City in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

Section 2.3. Covenants of the City.

(a) The City will provide to the County, the Board of Education and the DDDA (i) commencing with calendar year 2019 and each calendar year thereafter, within eighty (80) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increments and the use of such funds, and (ii) commencing with the City's fiscal year 2019 and each fiscal year thereafter, within ten (10) business days of its issuance, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD #1, if any, or the City.

(b) Pursuant to the provisions of O.C.G.A. § 36-44-3(8)(G), any funds remaining in the Special Fund, after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied each year, shall be paid annually to the City, County, Board of Education and the DDDA within 60 days after the end of the calendar year, in the same manner and in the same proportion as the most recent distribution by the County, in accordance with O.C.G.A. §36-44-11(c) of the Redevelopment Powers Law.

ARTICLE III

Section 3.1. No Set-Off. No dispute or litigation between the City and the County and the Board of Education and/or the DDDA with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 3.2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State.

Section 3.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 3.4. Severability. If any provision of this Agreement shall be held or deemed to be or shall in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of anyone or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 3.5. Survival or Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 3.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 3.7. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the City, the County, the Board of Education and the DDDA. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the City, the County, the Board of Education and the DDDA.

Section 3.8. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City, the County, the Board of Education and the DDDA, respectively, at the addresses shown below or at such other addresses as may be furnished by the City, the County, the Board of Education or the DDDA in writing from time to time:

CITY:	City of Dalton, Georgia 300 West Waugh Street Dalton, Georgia 30722-1205 Attention: Mayor
COUNTY:	Whitfield County, Georgia 301 W Crawford Street Dalton, GA 30720 Attention: Chairman, Board of Commissioners
BOARD OF EDUCATION:	City of Dalton Board of Education 300 West Waugh Street Dalton, Georgia 30722-1205 Attention: Chairman, Board of Education
DDDA	Downtown Dalton Development Authority 305 S. Depot Street Dalton, Georgia 30722 Attention: Chairman

Section 3.9. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right. Remedy, or claim under this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the County, the Board of Education and the DDDA have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

CITY OF DALTON, GEORGIA

Mayor

ATTEST:

City Clerk

WHITFIELD COUNTY, GEORGIA

Chairman, Board of Commissioners

**CITY OF DALTON BOARD OF
EDUCATION**

Chairman, Board of Education

**DOWNTOWN DALTON
DEVELOPMENT AUTHORITY**

Chairman

[TAX ALLOCATION DISTRICT #1 – DOWNTOWN]

DEVELOPER DEVELOPMENT AGREEMENT

Between

CITY OF DALTON, GEORGIA

and

THE CARPENTRY, LLC

dated as of December ____, 2018

STATE OF GEORGIA

CITY OF DALTON

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement “), dated as of this ____ day of December, 2018, is made among the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (the “City” and a “Party”), and THE CARPENTRY, LLC, a Georgia limited liability company (the “Developer” and a “Party”), and recites and provides as follows. Capitalized items used herein and not otherwise defined have the meanings given to them in Article II.

**ARTICLE I
RECITALS**

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, pursuant to a resolution duly adopted on December 30, 2015, (the “TAD Resolution “), the Mayor and Council of the City approved the [City of Dalton Redevelopment Plan: Downtown] (the “Redevelopment Plan”) and created the [Tax Allocation District #1 – Downtown] (the “TAD #1”); and

WHEREAS, the City will act as the Redevelopment Agent for TAD #1 as contemplated by the Redevelopment Powers Law; and

WHEREAS, the TAD Resolution expressed the intent of the City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in TAD #1; and

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Whitfield County (the “County”) on [____], 2018, a resolution adopted by the City of Dalton Board of Education (the “School Board”) on [____], 2018, and a resolution adopted by the board of the Downtown Dalton Development Authority (the “DDDA”) and pursuant to an Intergovernmental Agreement, dated as of [____], 2018, among the City, the County, the School Board and the DDDA, the County, the School Board and the DDDA have consented to the inclusion of their respective shares of ad valorem property taxes in the computation of the positive tax allocation increment for TAD #1 within the meaning of the Redevelopment Powers Law (the “Tax Allocation Increment”); and

WHEREAS, the Redevelopment Powers Law provides that the City may enter into public-private partnerships to affect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other development activity, undertakings such as the Project; and

WHEREAS, to induce and further facilitate the successful accomplishment of a portion of the Redevelopment Plan, the City has indicated its intent to collect the Tax Allocation Increment, on an annual basis and to make certain annual development payments to the Developer, as described herein, to reimburse the Developer for a portion of the Redevelopment Costs advanced by the Developer for a redevelopment of an existing building located within the TAD #1 for use as a hotel (the “Project”); and

WHEREAS, accordingly, in furtherance of the premises set forth in these Recitals, the City, and the Developer now wish to describe more comprehensively the terms of the plan for the development of the Project; the plan for financing the Project; and the public/private partnering of the City and the Developer regarding such development, all as hereinafter set forth.

AGREEMENT

NOW THEREFORE, the City and the Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Advances” means advances by the Developer or any other Person to pay any costs that comprise Redevelopment Costs associated with the Project.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) of this definition; and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management

or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” means all applicable laws, statutes, resolutions, treaties, rules, codes, ordinances, regulations, certificates, orders, authorizations, determination, demand, approval, notice, direction, franchise, licenses and permits of any Governmental Body and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Environmental Laws and any other applicable laws pertaining to health, safety or the environment).

“City” means the City of Dalton, Georgia, a municipal corporation of the State, acting through its legislative body, the Mayor and Council, and any successors and assigns.

“County” means Whitfield County, Georgia, a political subdivision of the State, acting through its legislative body, the Board of Commissioners, and its successors and assigns under this Agreement.

“DDDA” means the Downtown Dalton Development Authority, a public body corporate and politic of the State of Georgia.

“Development Payments” shall mean the development payments to be made by the City to the Developer hereunder as described in Section 6.3 hereof; provided however, that the total aggregate Development Payments made to the Developer shall not exceed \$476,000.

“Effective Date” means the dated date of this Agreement.

“Environmental Laws” means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any other applicable law relating to health, safety or the environment.

“Event of Default” is defined in Section 8.2 hereof.

“Force Majeure” means the actual period of any delay to the final completion date of the Project caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe unanticipated weather conditions, or delays caused by the City in excess of thirty (30) days in responding to proposals for Material Modifications pursuant to Section 4.3, in any such case entitling the Developer or the City commensurate extension of time to perform and complete the obligations delayed thereby under this Agreement. The party requesting an extension of time due to Force Majeure will give written

notice in accordance with Section 9.2 as soon as reasonably practical after the start of the event (in occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the Project.

“General Contractor” means an experienced, bendable and reputable general contractor reasonably satisfactory to the City.

“Hazardous Substances” means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Loan Documents” means any agreement or instrument, other than this Agreement and the Transaction Documents, to which the Developer is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of the Developer in order to finance all or any portion of the Project, and including any commitment or application for such financing.

“Material Modification” means any modification, change or alteration in the description of the Project that would result in such Project being materially different than as contemplated in the Redevelopment Plan.

“Parcels” means the tax parcels identified in EXHIBIT A.

“Permitted Exceptions” means all of the following: (a) any reasonable and customary exceptions that serve or enhance the use or utility of the Project arising in the course of and necessary in connection with the construction , or ultimate operation of the Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (b) any other exceptions expressly approved in writing by the City; (c) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; (d) any exceptions approved by any construction lender and (e) any covenants affecting the Site that are recorded in the records of the City as of the Effective Date.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

“Positive Tax Allocation Increment” means the positive Tax Allocation Increment derived from the Parcels, as determined on an annual basis; provided, however, that if the Tax

Allocation Increment for TAD #1 is less than the Positive Tax Allocation Increment, then the Positive Tax Allocation Increment shall be equal to the Tax Allocation Increment for the TAD #1.

“Project” means the improvements developed or proposed to be developed by the Developer on the Site (consistent with the purposes and intent of the Redevelopment Plan), including, but not limited to, the engineering, design, site preparation, permitting and construction of the certain improvements and the development of vacant out-parcels, all as more specifically described within the Redevelopment Plan, attached hereto as EXHIBIT B, as such Exhibit may be amended or modified from time to time.

“Project Approvals” means all approvals, consents, waivers, orders; agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Project, or otherwise necessary or desirable for the ownership, acquisition, construction equipping use or operation of the Project, whether obtained from a governmental authority or any other person.

“Project Budget” means the projected cost for construction of the Project as set forth in EXHIBIT C, which costs include all architectural, engineering, design, legal and other consultant fees and expenses related to the Project, as such Exhibit may be amended or modified from time to time.

“Project Completion” means completion of construction of the Project; provided, however, the Project Completion date shall be on or before December 31, 2019.

“Project Plans” means the site plan and the construction plans for the Project.

“Redevelopment Costs” has the meaning given that term in the Redevelopment Powers Law and, as used in this Agreement, means Redevelopment Costs of the Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement, with the added provision that only capital costs for construction, reconstruction or modification of structures within the Project shall be reimbursable through payment of the Tax Allocation Increment. Redevelopment Costs shall not include any interest or cost of funds incurred by the Developer for otherwise reimbursable expenses incurred in the Project.

“Redevelopment Plan” means the City of Dalton Tax Allocation District #1 – City of Dalton Redevelopment Plan: Downtown creating the City of Dalton - Downtown Redevelopment Area approved by the City pursuant to the TAD Resolution.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. § 36-44-1, et seq., as amended.

“Requisition” means a requisition in substantially the form attached as EXHIBIT D (or such other form approved by the City).

“Schedule of Values” means the itemized schedule of values of the total “hard costs” of construction of the Project broken out into detail reasonably acceptable to the City.

“Site” means the real property on which the Project will be located as more specifically described in EXHIBIT E attached hereto.

“State” means the State of Georgia.

“TAD #1” means [Tax Allocation District #1 –Downtown] created by the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” means the resolution duly adopted under the Redevelopment Powers Law by the City Council of the City on December 30, 2015, pursuant to which, following a public hearing as required by law, the City approved the Redevelopment Plan and created the TAD #1, as the same may be amended from time to time.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within TAD #1 at the tax millage rates then in force in the City.

“Title Policy” means the title insurance policy issued by a nationally recognized title company with respect to the Site.

“Transaction Documents” means any agreement or instrument other than this Agreement to which the Developer is a party or by which it is bound and that is executed in connection with the transactions contemplated by this Agreement, as the same may be amended or supplemented.

“Urban Redevelopment Law” means the Urban Redevelopment Law, O.C.G.A. § 36-61-1, *et seq.*, as amended.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Developer. The Developer hereby represents and warrants to the City that:

(a) Organization and Authority. The Developer is a Georgia limited liability company, in good standing and authorized to transact business in the State. The Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly-executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. The Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements, furnished or to be furnished to the City with respect to the Developer fairly present or will fairly present the financial condition of the Developer as of the dates thereof, and all other written information furnished to the City by the Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. The Developer has no knowledge: (i) of the presence of any Hazardous Substances on the Site of the Project, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that has occurred or are presently occurring on or at the Site of the Project, or any portion thereof, or (ii) of the presence of any PCB transformer serving, or stored in, the Site or the Project, or any portion thereof, and the Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to the Developer.

(g) No Litigation. There is no action, suit or proceeding of any kind pending or, for the knowledge of the Developer, threatened against or affecting the Developer in any court before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of the Developer, or (iii) could materially and adversely affect the ability of the Developer to perform its obligations hereunder, nor does the Developer know of any basis for any such action, suit, proceeding, or investigation.

(h) No Undisclosed Liabilities. Neither the Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Project. The Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or

both) would constitute such a default which has a material adverse effect on the ability of the Developer to perform its obligations under this Agreement.

(i) Tax Matters. The Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and has paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed the Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of the Developer for the purpose of determining whether such a deficiency should be asserted against the Developer.

(j) Principal Office. The Developer's principal place of business is located at 1301 W. Morton Drive, Dalton, Georgia 30720.

(k) Licenses and Permits. The Developer possesses, and will at all times possess (and will cause its contractors, subcontractors, agents and other Persons performing any activities relating to the Project by contract with or under the direction of the Developer to possess), all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(l) Project Location. The Project is located wholly within TAD #1.

(m) Utilities. Upon completion of the Project, all Utility services necessary and sufficient for the operation of the Project will be available through dedicated public rights of way or through perpetual private easement. All such utility easements either enter the Site through adjoining public streets or if they pass through adjoining private land, do so in accordance with valid and recorded public or private easements which will be to the benefit of the Site.

(n) Rights of Way. The rights of way for all roads necessary for the full utilization of the Project for its intended purposes have been or will be acquired by the Developer or the appropriate governmental body or have been or will be dedicated to public use and accepted by such governmental body. All curb cuts, driveways and traffic signals shown on the Plans are existing or have been fully approved by the appropriate governmental body.

(o) Survey. To the best of the Developer's knowledge, any surveys for the Project delivered to the City do not fail to reflect any material matter of survey affecting the Legal Requirements for the Project or the title thereto.

(p) Liens. Other than as disclosed in writing to the City, there are no material liens of laborers, subcontractors or materialmen on or respecting the Project on the Effective Date.

(q) Project Construction Schedules. The Developer will construct the Project

pursuant to this Agreement and as described in the Redevelopment Plan, attached as EXHIBIT B.

(r) Project Budget. The Project Budget accurately reflects the currently estimated costs of the Project.

(s) TAD Increment. The Parcels are projected to produce a Positive Tax Allocation Increment in each year sufficient to pay the Development Payments for such respective year.

(t) Ownership of Property. The Developer, or an affiliate controlled by the Developer, has good title to the portion of the Site on which the Project will be constructed, subject only to the Permitted Exceptions and the liens permitted by this Agreement.

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to the Developer that:

(a) Organization and Authority. The City is a municipal corporation duly created and existing under the laws of the State of Georgia. The City has the requisition power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the City as a condition to the valid execution, delivery, and performance by the City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been further amended or supplemented. To the best of its knowledge, no further amendment of or supplement to the TAD Resolution is contemplated by the City with respect to the TAD #1.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Project.

(a) The Developer will develop and construct the Project in a good and workmanlike manner in substantial conformance with the Project Plans and the descriptions thereof set forth in the Redevelopment Plan, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the Project as contemplated on the Effective Date may occur. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3. The City agrees to use commercially reasonable efforts to assist the Developer with the development of the Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(b) The Developer agrees to use commercially reasonable efforts to develop and construct the Project in all material respects in accordance with the Project Budget, as set forth in EXHIBIT C, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the Project Budget may occur. When such modifications occur which are not Material Modifications, the Developer will provide a revised version of EXHIBIT C to the City. The Project Budget, as revised, will be used as the basis for reimbursement of Advances under Section 6.3. Notwithstanding any representation within the Project Budget to the contrary, only Advances for capital costs (see definition of Redevelopment Costs) shall be reimbursable through payment of the Tax Allocation Increment. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3.

(c) To the extent not included in a Requisition, the Developer shall deliver construction cost reports and interim progress reports in form and content reasonably satisfactory to the City, including an updated Project construction schedule and summary of all costs and expenses incurred in connection with the Project, not less frequently than annually, from and after the date hereof and until the earlier of (i) the payment of all Development Payments or (ii) the termination of TAD #1 by resolution of the City. The Developer shall keep the City fully informed as to the status and progress of all construction work with respect to the Project.

(d) Upon Project Completion, the Developer will provide the City with a final cost summary of all costs and expenses associated with the Project and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

(e) The Developer will construct the Project in accordance with all applicable Legal Requirements.

Section 4.2 Approvals Required for the Project. The Developer will obtain or cause to be obtained all necessary Project Approvals for the Project and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Project. The Developer may, however, contest any such Legal Requirement or denial of a Project Approval by an appropriate proceeding diligently prosecuted provided that (a) the Developer gives the City prior written notice of its intent to contest a Legal Requirement or denial of a Project Approval;

(b) the Developer demonstrates to the City's reasonable satisfaction that (1) its interest in the Project is not at risk of sale on account of such contest prior to the final determination of the legal proceedings of such contest, or (2) the Developer has furnished a bond or surety satisfactory to the City in form and amount sufficient to prevent a sale of its interest in the Project or any portion thereof; (c) such proceeding shall be permitted under Applicable Law and under any other agreement to which the Developer or the Project is subject, including but not limited to, the Transaction Documents and the applicable Loan Documents; and (d) such proceedings shall not result in any need for any Material Modification that has not been approved by the City. The City agrees to process zoning and permit applications for the Project in a prompt and timely manner in accordance with its normal roles and procedures.

Section 4.3 Material Modifications. If the Developer proposes to make a Material Modification to the Project, it will submit the proposed modifications to the City in writing for review and approval by it. Any such submission must clearly identify all, changes, omissions and additions as compared to the previously approved description of, budget or construction schedule for the Project. Such submission shall also include the projected impact, if any, on the Positive Tax Allocation Increment and such other information as reasonably requested by the City for the purpose of evaluating the request. The City will have fifteen (15) business days after submission of the proposed modifications to review the submission and deliver to the Developer written comments to or written approval of the modifications. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City will notify the Developer in writing, the proposed modifications will be deemed to be incorporated, and the Developer will perform its obligations under this Agreement as so modified. If the City determines, in its reasonable judgment, that the proposed modifications are not acceptable, the City will so notify the Developer in writing, specifying in reasonable detail in what respects they are not acceptable and, by written notice to the City, the Developer will either (a) withdraw the proposed modifications, in which case, construction will proceed on the basis of the description of, budget or construction schedule for the Project previously approved as provided herein; or (b) revise the, proposed modifications in response to such objections, and resubmit such revised modifications to the City for review and approval by it within thirty (30) business days after such notification as described above. If the City has not responded to the Developer within thirty (30) business days after any submission, the proposed modifications will be deemed approved. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, the City will have such amount of time as reasonably required to pursue any such amendment.

ARTICLE V

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the Project. The Developer will commence and complete construction of the Project, with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed in connection with the Project. The Project Completion shall occur on or before December 31, 2019.

Section 5.2 Compliance with Documents. The Developer agrees to comply with all material obligations and covenants of the Developer herein and in the Transaction Documents. To the best of its knowledge, the Developer is in compliance with its obligations and covenants in the applicable Loan Documents Pursuant to which amounts were loaned or otherwise made available to the Developer to finance construction of the Project.

Section 5.3 Litigation. During development and construction of the Project, the Developer notify the City in writing, within five (5) days of its having knowledge thereof, of any actual, pending, or threatened litigation, claim, demand, or adversarial proceeding in which a claim is made against the Developer or the Project and which may materially and adversely affect the Project, and of any judgment rendered against the Developer. The Developer will notify the City in writing within five (5) days of its having knowledge of any matter that the Developer considers may result or does result in a material adverse change in the financial condition or operation of the Developer or its interest in the Project.

Section 5.4 Maintenance of the Project. The Developer agrees that, to the extent it has an interest in the Project it will at its own expense, (a) keep such project or cause such project to be kept in as reasonably safe condition as its operations permit; (b) make or cause to be made from time to time all necessary repairs thereto and renewals and replacements thereof and otherwise keep such project in good repair and in good operating condition; and (c) not permit or suffer others to commit a nuisance or waste on or about the Project. the Developer at its own expense and from time to time, may make any additions, modifications or improvements to the applicable project that it may deem desirable for its business purposes and that do not impair the effective use, or decrease the value, of the applicable project.

Section 5.5 Records and Accounts. The Developer will keep true and accurate records and books of account with respect to itself and the Project, in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

Section 5.6 Liens and Other Charges. The Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Project unless the Developer is lawfully protesting the same, in which case Developer will provide a suitable “mechanics lien bond” to discharge such lien from the Project.

Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. The Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the Project or the Site, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 Laborers, Subcontractors and Materialmen. Without limiting the requirements of Article IV, the Developer will furnish to the City, upon request at any time, and from time to time, affidavits listing all laborers, subcontractors, materialmen, and any

other Persons who might or could claim statutory or common law liens and are furnishing or have furnished labor or material to the Project or any part thereof, together with affidavits, or other evidence satisfactory to the City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Project. The Developer will also furnish to the City, at any time and from time to time upon demand by the City, lien waivers bearing a then current date and prepared on a form satisfactory to the City from the General Contractor for the Project, and such subcontractors or materialmen as the City may designate.

Section 5.9 Insurance. To the extent of its interest therein, the Developer will keep the Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations; provided, however, that such insurance provides coverage of at least \$1,000,000 for third party liability.

Section 5.10 Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of the City and the Developer hereunder and the ability of the Developer to construct the Project are not impaired thereby.

Section 5.11 Performance by the Developer. The Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate the Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 5.12 Restrictions on Easements and Covenants. Except for Permitted Exceptions, the Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of the City, other than easements, and rights of ways customary for utilities or otherwise necessary for development or construction of the Project, lease restrictions and covenants common to the shopping center industry, and covenants to incorporate the Design Guidelines.

Section 5.13 Access to the Site. The Developer will permit persons designated by the City to access the Site and to discuss the progress and status-of the Project with representations of the Developer, all in such detail and at such times as the City may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Project or with the Developer business operations generally. The City's representative must be accompanied by a representative of the Developer during any access contemplated by this Section.

Section 5.14 Title Policy. Promptly upon acquisition of any portion of the Site, the

Developer will provide to the City any title policy or marked commitment obtained that evidences ownership of the property by the Developer.

Section 5.15 Payment of Project Costs. The Developer will pay when due its share of all costs of development and construction of the Project as set forth in the Project Budget.

Section 5.16 Event Notices. The Developer, will promptly notify the City in writing of (a) the occurrence of any default or event of default of which it has knowledge; (b) the occurrence of any Material Modification; (c) the occurrence of any levy or attachment against its assets or other event which may have an adverse effect on the Project or the business or financial condition of the Developer; and (d) the receipt by the Developer, as the case may be, of any written notice of default or notice of termination with respect to any contract or agreement relating to the ownership, construction, operation, or use of the Project which may adversely affect the Project.

Section 5.17 Jobs Goal. The Developer agrees that it shall employ, in connection with the operation of the Project, at least [seven (7)] full-time equivalent (“FTE”) positions by December 31, 2022. On or before March 1 in each year, commencing March 1, 2023, the Company shall certify, in a manner acceptable to the City, the number of jobs during the preceding year.

ARTICLE VI DEVELOPMENT PAYMENTS

Section 6.1 Conditions to Delivery of this Agreement. The Developer hereby acknowledges and agrees that the execution and delivery of this Agreement are contingent upon satisfaction of the following conditions:

(a) The Mayor and Council have adopted a resolution or ordinances, as appropriate, authorizing the execution of this Agreement.

(b) The Developer certifies that all representations, warranties and covenants made by it in this Agreement and in the Transaction Documents are true and correct in all material respects, that neither is in default under this Agreement or the Transaction Documents, or if in default, outlines the nature of the default and describes what steps are being taken to cure the default.

(c) The Developer has provided an opinion of legal counsel in form and substance satisfactory to the City to the effect that (i) this Agreement and the Transaction Documents identified in such opinion (a) have been duly authorized by it and will be valid, binding and enforceable against the respective entities subject to standard enforceability exceptions and (b) will not violate or otherwise contravene its organizational documents or any agreement or instrument to which it is a party or to which its property or assets are bound; and (ii) there is no litigation pending or, to such counsel’s knowledge, threatened before any court or administrative

agency against it or its interests in the Site, which, if adversely determined, would have a material adverse effect on the Developer or its financial condition.

(d) The Developer and the City have each approved and executed this Agreement.

(e) The Developer shall have submitted (i) certified copies of its organizational documents, and (ii) certificates of good standing from the jurisdiction in which it was organized, together with evidence that it is qualified to transact business and is in good standing in Georgia.

(f) The Developer shall have delivered certified copies of corporate resolutions or other evidence of their approval of this Agreement and the Transaction Documents to which they are a party and authorizing the execution and delivery thereof by an authorized officer.

Section 6.2 Advances. The Developer shall make or cause to be made all Advances in connection with the Project.

Section 6.3 Conditions to Payment of Development Payments. Subject to compliance by the Developer with the conditions set forth below and subject to the terms and limitations herein, the City shall make Development Payments to the Developer to reimburse the Developer for a portion of the Advances made in connection with the Project; provided, however, the total aggregate amount of Development Payments shall not exceed \$476,000. Development Payments will be disbursed annually on or after March 1 of each year (corresponding to the previous calendar year's Development Payment), pursuant to Requisitions in the form provided herein at consistent with the written evidence of compliance with the terms of this Agreement, particularly subparagraph (b)(1) below, submitted to the City as set forth below in accordance with the following procedures:

(a) Not less than forth-five (45) business days prior to the date on which the Developer desires a Development Payment. The Developer will submit to the City a Requisition in substantially the same form as that attached hereto as EXHIBIT D. The Requisition will include: (1) the itemized schedule of values prepared by the General Contractor or the Developer of the total "hard costs" of reimbursable costs for which Project Funds are requested, (the "Schedule of Values"), together with a copy of the construction contract or contracts to which such reimbursement relates; (2) all costs incurred for construction and non-construction expenses for the reimbursable costs to the date of the Requisition for which no Requisition has previously been presented and paid; and (3) such certificates and affidavits as the City may reasonably request. The accuracy of the cost breakdown and percentage completion in the Requisition must be certified by the Developer and the General Contractor. Anything contained herein to the contrary, notwithstanding, Development Payments shall never exceed Positive Tax Allocation Increment. To the extent that any Requisition request exceeds the Positive Tax Allocation Increment for such year, such request shall be held until the Positive Tax Allocation Increment in successive years is collected and available to make such payments.

(b) In addition, the Requisition must be accompanied by evidence in form and content reasonably satisfactory to the City (including, but not limited to, certificates and affidavits of the Developer and such other Persons as the City may reasonably require):

- (1) Copies of all bills or statements or canceled checks for any indirect or soft-cost expense for which the Development Payment is requested;
- (2) If the Requisition includes amounts to be paid to any contractor, a contractor's application for payment showing the amount paid by the Developer with respect to each such line item and, upon request of the City, copies of all bills or statements or canceled checks for expenses incurred by the Developer for which the Development Payment is requested and a copy of a satisfactory "Interim Waiver and Release upon Payment" pursuant to O.C.G.A. § 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition;
- (3) That all construction has been concluded substantially in accordance with the Project Plans (and all changes thereto approved by the City or otherwise permitted pursuant to the terms hereof); and
- (4) That there are no liens outstanding against the Project except for those set forth in any applicable title policy, other than (A) inchoate liens for property taxes not yet due and payable, (B) liens being contested in accordance with the terms and conditions set forth in applicable law and (C) loans for the construction of the Project.

(c) The construction for which Redevelopment Costs are included in any Requisition must be reviewed and approved by the City or its appointed consultant to verify the approval of the construction, the cost of completed construction, the percentage of completion and the compliance with the Project Plans.

(d) Within thirty (30) business days of receipt of a completed Requisition, the City will disburse to the Developer the approved Development Payment to the extent such payment together with all other cumulative payments does not exceed the Positive Tax Allocation Increment. The Developer will provide wiring instructions to the City to aid in such payment.

Section 6.4 Limited Liability.

(a) The City's obligations hereunder to reimburse Project Costs are limited solely to the Positive Tax Allocation Increment.

(b) To the extent permitted by State law, no director, officer, employee or agent of the City will be personally responsible for any liability arising under or growing out of the Agreement.

ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. The Developer will defend, indemnify, and hold the City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without Limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with, or incidental to the construction of the Project. Notwithstanding anything to the contrary in this Article: (1) the Developer’s indemnification obligation under this Article is limited to the greater of \$2,000,000 or the policy limits available under the insurance policies required under Section 5.9; (2) the Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) the Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to the Developer within fifteen (15) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the fifteen (15) business-day period, it does not waive any right to indemnification except to the extent that the Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. The Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by the Developer with the concurrence of the Indemnified Person. The Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, the Developer will advise the Indemnified Person as to whether or not it will defend the claim. If the Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If the Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. The Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that the Developer does not fund in full, or (iii) would not result in the Indemnified Person’s full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE VIII DEFAULT

Section 8.1 Default by the Developer. The following will constitute a default by the Developer:

(a) Failure of the Developer to materially and timely comply with and perform each of its obligations set forth in this Agreement.

(b) A default by the Developer under, or failure of the Developer to comply with, any material obligation of the Developer set forth in the Transaction Documents.

(c) Any representation or warranty made by the Developer in this Agreement or subsequently made by it in any written statement or document furnished to the City and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect, including, but not limited to the jobs goal provided in Section 5.17 hereof.

(d) Any report, certificate or other document or instrument furnished to the City by the Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to the City on behalf of the Developer, to the extent that the Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to the City.

(e) An Act of Bankruptcy of the Developer.

Section 8.2 Remedies. If a default by the Developer occurs and is continuing thirty (30) days after receipt of written notice to the Developer from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and the Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an “Event of Default,” and the City will be entitled to elect any or all of the following remedies: (i) termination of this Agreement and discontinuation of funding and payments of Development Payments hereunder; (ii) pursuit of specific performance of this Agreement or injunctive relief; or (iii) waiver of such Event of Default.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein or in the Transaction Documents are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder and under the Transaction Documents, at law or in equity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of the Developer contained herein, the Developer agrees that it will demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by the City. The following will constitute a default by the City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to it by the Developer; provided that in the event such breach or failure, can be corrected but cannot be corrected within said 30- day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies against the City. Upon the occurrence and continuance of a default by the City hereunder, the Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

ARTICLE IX MISCELLANEOUS

Section 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will expire on the earlier of (a) the date all approved Dalton Developer Payments have been reimbursed/paid to the Developer subject to the availability of Positive Tax Allocation Increment (b) December 31, 2033, or (c) the date the city elects to terminate this Agreement pursuant to Section 8.2 hereof.

Section 9.2 Annual Fee. The Development shall pay the City an annual fee equal to 1% of the Positive Tax Allocation Increment.

Section 9.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer:

The Carpentry, LLC
1301 W Morton Drive
Dalton, Georgia 30720
Attention: Kasey Carpenter

With a copy to:

The Cowan Law Firm
315 N. Selvidge Street
Dalton, Georgia 30720
Attention: Rob Cowan

If to City:

City of Dalton
300 W. Waugh Street
Dalton, Georgia 30720
Attention: City Mayor

With a copy to:

The Minor Firm
745 College Drive
Suite B
Dalton, Georgia 30720
Attention: Jonathan Bledsoe, Esq.

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.5 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.6 Successors and Assigns. The Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed; provided that the Developer may, without the prior consent of the City, assign this Agreement and all or any portion of its rights hereunder and interests, herein, to any Affiliate of it or to any entity controlled by or under common control with it that has assets of a value at least equal to that of the Developer at the time of the assignment. The Developer will provide written notice to the City of any such assignment. Upon any such assignment of the obligations of the Developer

hereunder, the Developer will be deemed released from such obligations. Notwithstanding the above, the Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of the City, to a lender to secure any acquisition, development or construction loan for the Project.

Section 9.7 Exhibits, Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. MI titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.8 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State.

Section 9.9 Entire Agreement; Construction with Redevelopment Plan. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. Notwithstanding any other provision in this Agreement, in the event of a conflict between the terms of this Agreement and the Redevelopment Plan, the provisions of this Agreement shall control.

Section 9.10 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.11 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the ____ day of December, 2018.

CITY OF DALTON, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk

[SEAL]

THE CARPENTRY, LLC,
a Georgia limited liability company

By: _____
Kasey Carpenter, President

EXHIBIT A

PARCELS

EXHIBIT B
REDEVELOPMENT PLAN

EXHBIT C

PROJECT BUDGET

EXHIBIT D
FORM REQUISITION

EXHIBIT E

SITE



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: 2019 Budget & Resolution

Department: Finance

Requested By: Cindy Jackson

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

Cost: NA

**Funding Source if Not
in Budget** NA

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

Annual Budget Adoption

RESOLUTION 18-14

TO ADOPT THE 2019 BUDGET FOR EACH FUND OF THE CITY OF DALTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED REVENUE SOURCES; AFFIRMING THAT EXPENDITURES IN EACH FUND MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the City of Dalton Mayor and Council is the governing authority of said Municipality; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balance budget for the City's fiscal year, which runs from January 1st to December 31st of each year; and

WHEREAS, the Mayor and Council have reviewed the 2019 Proposed Budget as presented by the Finance Committee and which is the City's financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, each of the funds is a balanced budget, so that anticipated revenues and other financial resources of each fund equal the proposed expenditures; and

WHEREAS, an appropriated advertised public hearing was held on the 2019 Proposed Budget, as required by federal, state, and local laws and regulations.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED, by the Mayor and Council of the City of Dalton, Georgia, as follows:

-1-

The 2019 Proposed Budget, attached hereto and incorporated herein as a part of this Resolution, is herein adopted as the Budget for the City of Dalton, Georgia.

-2-

The "legal level of control" as defined by OCGA §36-81 is set at the department level, meaning that the Budget Officer is authorized to move appropriations from one line item to another within a department, but expenditures may not exceed the amount appropriated for a department without a Budget amendment approved by the Mayor and Council.

-3-

All appropriations shall lapse at the end of the fiscal year.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted and approved this ___ day of _____, 2018.

City of Dalton, Georgia

Dennis Mock, Mayor

Attested To:

Bernadette Chattam, City Clerk

**PROPOSED 2019 BUDGET
GENERAL FUND**

City of Dalton
General Fund Budget Summary
Proposed 2019

	Actual	Adopted	Requested	
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>% Change</u>
Revenues				
Taxes	\$ 18,967,429	\$ 17,755,000	\$ 19,077,000	7.45%
Licenses and permits	988,534	978,900	985,900	0.72%
Fines and forfeitures	371,666	278,000	380,000	36.69%
Charges for services	1,358,671	1,695,700	1,285,050	-24.22%
Intergovernmental	115,459	117,900	89,300	-24.26%
Miscellaneous	1,008,073	696,600	931,600	33.74%
Total Revenues	<u>22,809,832</u>	<u>21,522,100</u>	<u>22,748,850</u>	<u>5.70%</u>
Expenditures				
Elections	7,581	-	15,500	0.00%
Legislative	139,501	147,840	137,320	-7.12%
Administration	244,439	364,460	452,910	24.27%
City Clerk	274,549	291,380	313,025	7.43%
Technology	237,298	483,740	672,610	39.04%
Finance	619,092	659,110	707,990	7.42%
Municipal Court	436,770	433,870	451,270	4.01%
Human Resources	346,480	376,370	408,760	8.61%
General government - buildings	263,507	255,000	768,610	201.42%
Fire	8,448,440	8,726,155	9,111,480	4.42%
Police	7,835,802	8,552,590	9,247,670	8.13%
Public Works and infrastructure	7,010,512	7,613,825	7,935,635	4.23%
Recreation Department	3,211,760	3,530,495	3,630,295	2.83%
Payments to other agencies	634,384	644,990	642,490	-0.39%
Contingency	-	337,500	150,000	-55.56%
Total Expenditures	<u>29,710,115</u>	<u>32,417,325</u>	<u>34,645,565</u>	<u>6.87%</u>
Other Financing Sources (Uses)				
Sources	10,769,355	11,071,000	11,050,000	-0.19%
Uses	(1,304,867)	(1,635,275)	(650,000)	-60.25%
Total Other Financing Sources (Uses)	<u>9,464,488</u>	<u>9,435,725</u>	<u>10,400,000</u>	<u>10.22%</u>
Net Increase (Decrease) Fund Balance	<u>\$ 2,564,205</u>	<u>\$ (1,459,500)</u>	<u>\$ (1,496,715)</u>	
Utilization of Fund Balance		<u>\$ 1,459,500</u>	<u>\$ 1,496,715</u>	

PROPOSED 2019 BUDGETS
DEBT SERVICE FUND
CAPITAL PROJECTS FUND

City of Dalton
Debt Service Fund and Capital Projects Fund
2019 Proposed Budgets

	<u>Debt Service Fund</u>	<u>Capital Projects Fund 2007 T-SPLOST</u>
Revenues		
Payment in Lieu of Property Taxes	\$ 53,000	\$ -
Intergovernmental - federal and state	80,000	-
Intergovernmental - SPLOST collections	-	342,590
Interest income	500	
Total Revenues	<u>133,500</u>	<u>342,590</u>
 Expenditures		
General government and administrative	2,500	-
Capital expenditures	-	342,590
Debt service - principle & interest	524,000	-
Total Expenditures	<u>526,500</u>	<u>342,590</u>
 (Deficiency) of Revenues (Under Expenditures)	<u>(393,000)</u>	<u>-</u>
 Other Financing Sources (Uses)		
Transfers in (out)	393,000	-
Total Other Financing Sources (Uses)	<u>393,000</u>	<u>-</u>
 Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>

Please note the 2015 SPLOST Funds are multi-year budgets and not adopted annually

PROPOSED 2019 BUDGETS

SPECIAL REVENUE FUNDS

City of Dalton
Special Revenue Funds
2019 Proposed Budgets

	Hotel Motel Tax	Confiscated Assets	Tax Allocation District #1	Tax Allocation District #3	Economic Development	CDBG Grant Fund	Airport Grant Fund	CHIP Grant Fund
Revenues								
Hotel motel taxes	\$ 1,475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	110,000	-	-	-	-	-	-
Property taxes	-	-	10,000	-	-	-	-	-
PILOT payments	-	-	-	-	40,000	-	-	-
Intergovernmental - federal and state	-	-	-	-	-	390,000	1,330,000	100,000
Investment earnings	-	660	100	-	400	-	-	-
Total Revenues	1,475,000	110,660	10,100	-	40,400	390,000	1,330,000	100,000
Expenditures								
General government	-	-	-	-	-	78,000	1,400,000	-
Housing and development	-	-	10,100	5,000	40,400	282,000	-	105,000
Public safety	-	82,730	-	-	-	-	-	-
Health and welfare	-	-	-	-	-	30,000	-	-
Culture, recreation and tourism	1,125,000	-	-	-	-	-	-	-
Total Expenditures	1,125,000	82,730	10,100	5,000	40,400	390,000	1,400,000	105,000
(Deficiency) of Revenues (Under Expenditures)	350,000	27,930	-	(5,000)	-	-	(70,000)	(5,000)
Other Financing Sources (Uses)								
Transfers in (out)	(350,000)	-	-	5,000	-	-	70,000	5,000
Total Other Financing Sources (Uses)	(350,000)	-	-	5,000	-	-	70,000	5,000
Net Change in Fund Balance	\$ -	\$ 27,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	11/19/2018
Agenda Item:	Ratification of Agreement with Pont Engineering to Inspect Chattanooga Ave Bridge over Mill Creek and Provide Detailed Report (Phase 1 of 2)
Department:	Public Works
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes (original Professional Services Agreement was reviewed by City Attorney)
Cost:	\$5,326.67
Funding Source if Not in Budget	2015 SPLOST - Bridge Maintenance Funds

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

The City asked Pont Engineering to provide a proposal for the detailed structural inspection of the Chattanooga Avenue Bridge (Str. ID: 313-5051-0) over Mill Creek. During the last GDOT inspection of this bridge, several maintenance items were noted as needing to be addressed by the City.

Pont Engineering will provide a report of findings following the structural inspection in anticipation of developing repair plans (which will be Phase 2 of this project).

On August 6, 2018, the Mayor and Council approved an on-call contract with Pont Engineering for Professional Services and this agreement will be assigned project number PE-001 (Phase 1) under the on-call contract.

Funding for this project comes from the 2015 SPLOST bridge maintenance category.

-2015 SPLOST-
320110-039990-SP155



885 Franklin Gateway Suite 305
Marietta, Georgia 30067
Phone: (770) 499-1161
Fax: (770) 872-7389

WORK REQUEST AUTHORIZATION

PROJECT: Chattanooga Ave. Bridge (Str. ID: 313-5051-0) **PROJECT NUMBER:** PE-001 (Phase 1)
LOCATION: Chattanooga Ave over Mill Creek
Between Coronet Drive and Chenille Drive (see attached location map)
TASK: Inspect Bridge / Provide Detailed Report
INITIATION DATE: Friday, October 12, 2018

Owner hereby authorizes and directs Pont Engineering, Inc. to perform the following services:

- Pont Engineering will perform an onsite detailed structural inspection of the above referenced bridge in conjunction with reviewing the most recent GDOT inspection.
- Pont Engineering will prepare a report of findings detailing any structural and/or cosmetic deficiencies with the bridge that require repair. This report shall summarize field data collected and provide photos of the bridge and deficiencies.
- Pont Engineering will prepare full bridge repair plans in accordance with standard industry practice, structural code, and AASHTO design guidelines. These plans will be the basis for the City to let a contract to complete the repair work. The plans should include drawings of the bridge, construction details, general notes, and construction methods for the needed repairs.
- The repair plans should also include estimated repair quantities in accordance with the latest version of the GDOT Standard Specifications. (Strikethrough items will be completed as part of Phase 2.)
- The scope of work for this project also includes designing the appropriate guardrail approaches/anchorage/attachments for the bridge in accordance with AASHTO standards. The existing guardrail systems are proposed to be removed as part of repair.
- **Additional detail for this project is outlined in the Proposal from Pont Engineering, Inc. dated October 22, 2018 which has been attached.**
- ***On-call contract with Pont Engineering for professional services approved by Mayor and Council August 6, 2018.***

Work Requested By: Andrew Parker, Assistant Public Works Director
Company Name: City of Dalton Public Works Department

The Fee for this Work Authorization will be: \$5,326.67

Not valid until signed by the Owner and Pont Engineering, Inc. Such signatures indicate agreement herewith, including any adjustments in the Contract Sum or the Contract Time. The above fee does not include reimbursable expenses such as courier, shipping charges, blueprinting and applicable fees. You will be billed at our standard hourly rates for the actual number of hours required to complete this task or lump sum fee identified. No work shall proceed until authorized by the City.

AUTHORIZED:

City of Dalton, GA
Owner/Authorized Agent

A handwritten signature in blue ink, appearing to read 'P. Andrew Parker'.

P. Andrew Parker

By (Print):

Asst. PW Director

11/09/2018

Date

AGREED TO:

Pont Engineering, Inc.

By (Print):

Date



Pont Engineering, Inc.
885 Franklin Gateway,
Suite 305
Marietta, GA 30067
(T) 770-499-1161
(F) 770-872-7389

October 22, 2018

City of Dalton Public Works
Attn: Andrew Parker, PE
532 Elm Street
Dalton, GA 30722-1205

Reference: **Bridge Inspection Services**
Chattanooga Street Over Mill Creek (Str. I.D. 313-5051-0)

Dear Mr. Parker,

Pont Engineering, Inc. is pleased to submit the following proposal on the above referenced project. We understand that the purpose of this project is to perform an on-site detailed inspection of the bridge and provide a report of findings in anticipation of developing repair plans. In addition to repairs to the bridge, the project will include removal and replacement of guardrail at the bridge ends in accordance with AASHTO Standards. This inspection will not include any underwater inspection of the bridge. We will review previous inspection reports and coordinate dates, time, and traffic control (if necessary) with the City for the inspection of the bridge. The bridge received previous deck repairs in May 2010 that included removing the asphalt overlay, repairing areas of exposed rebar, sealing of the deck, and reapplying an asphalt overlay. Per conversations with the City, no additional coring or deck repairs are anticipated with this project unless obvious deterioration is observed during the field inspection.

Scope of Work: The scope of work on this project consists of inspection of the primary bridge components and providing a report on the following:

- Bridge Deck joints
- Superstructure Components including:
 - Beams
 - Bearings
 - Utilities attached to the structure
- Substructure Components including:
 - Abutments
 - Slope Protection

We anticipate that the Chattanooga Street Bridge will remain open to traffic during the inspection. The inspection of the bridge will be done by certified bridge inspectors and performed in accordance with National Bridge Inspection Standards. Our scope does not include hydraulic studies, roadway design, erosion control, materials testing, surveying, permitting, or environmental studies/permits.

Deliverables: Pont Engineering, Inc. will produce an inspection report on the structure. Pont Engineering, Inc. will deliver two certified sets of an 8 ½" x 11" report describing the inspection along with recommended repairs if necessary to the City of Dalton.

Contract Fee: Pont Engineering, Inc. will perform this work the City of Dalton. Our fee for this work is a lump sum amount of **\$5,326.67**. A breakdown of cost used for the estimate is attached. An invoice will be submitted with the inspection report.



We appreciate your confidence in Pont Engineering, Inc. and look forward to working with you on this project and in the future. If you have any questions or require additional information, please don't hesitate to contact me directly at 770-499-1161 or via email at sean_garland@pontengineering.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sean H. Garland', with a long, sweeping horizontal line extending to the right.

Sean H. Garland, P.E.
Chief Bridge and Bridge Inspection Engineer
Pont Engineering, Inc.

Cost Proposal
For
Chattanooga Avenue Over Mill Creek
(Bridge Inspection and Evaluation)



Date: October 22, 2018

Prepared by: Sean Garland, PE



885 Franklin Gateway, Suite 305
Marietta, GA 30067
Direct: (770) 499-1161
email: sean_garland@pontengineering.com

Prepared for: P. Andrew Parker, P.E.

Assistant Public Works Director
Public Works Department | City of Dalton
535 Elm Street
Dalton, GA 30722
Phone: (706) 278-7077
Fax: (706) 278-1847
email: Aparker@cityofdalton-ga.gov

Chattanooga Street Over Mill Creek Cost Summary

Summary			
PROJECT: Chattanooga Avenue Over Mill Creek			
DESCRIPTION: Bridge Inspection and Report			
COUNTY: Whitfield			
Phase Description	Phase Number	Phase Total	Notes
Inspection	1	\$5,326.67	Inspect Bridge / Provide Report
Special Studies	2		Develop Bridge Repair Plans
	Total	\$5,326.67	

Chattanooga Street Over Mill Creek Cost Proposal

PROJECT: Chattanooga Avenue Over Mill Creek

DESCRIPTION: Bridge Inspection and Report

COUNTY: Whitfield

PHASE: Inspection

DIRECT LABOR			
Personnel	Est. Hours	Rate/Hr.	Est. Cost
Senior Bridge Engineer	15	\$148.50	\$2,227.50
Bridge Engineer	14	\$118.50	\$1,658.97
Inspector	14	\$88.00	\$1,232.00
Project Accountant	2	\$60.50	\$121.00
Total Direct Labor plus Overhead & Profit			\$5,239.47
Direct Costs			
Site Visit	1 trip 160 (r/t) miles @ \$0.55/mile		\$87.20
Total Estimated Phase Costs			\$5,326.67

Chattanooga Street Over Mill Creek Man-Hour Estimate

PROJECT: Chattanooga Avenue Over Mill Creek

DESCRIPTION: Bridge Inspection and Report

COUNTY: Whitfield

PHASE: Inspection

Task Number	Task Description	Sr. Bridge Engineer	Bridge Engineer	Inspector	Project Accountant	Total
1	Task Management / Pre-Inspection	8			2	10
2	Field Inspection / Site Visits			6		6
3	Organize / Classify Field Data	1	4	8		13
4	Develop / Produce Report	2	10			12
5	Meetings / Presentations	4				4
Total		15	14	14	2	45

Date October 22, 2018

PROJECT: Chattanooga Avenue Over Mill Creek

DESCRIPTION: Bridge Inspection and Report

COUNTY: Whitfield

Overhead Rate 150.00%

Profit 10.00%

Classification	Rate	
Project Manager	\$ 54.00	\$148.50
Senior Bridge Engineer	\$ 54.00	\$148.50
Bridge Engineer	\$ 43.09	\$118.50
Inspector	\$ 32.00	\$88.00
Project Accountant	\$ 22.00	\$60.50

Mileage Rate \$0.545 per mile



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-19-18

Agenda Item: Department Head Performance Review Process and Form

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

This is a request to establish the process and criteria for the review of the duty performance of City department heads. In addition to City Attorney review, the process and form have been reviewed and approved by the Human Resources Director.

Employee Name: _____ **Department:** _____

Job Title: _____ **Meeting Date:** _____

Performance Areas

- a. Department Management – The Department Head:
 - i. Uses objective decision making process
 - ii. Considers possible alternatives & consequences/outcome in decision process
 - iii. Establishes sound, lawful policies and procedures within assigned department in accordance with best practices, city policies, and other applicable standards, laws, ordinances or regulations
 - iv. Uses a strategic approach to establish the mission of assigned department
 - v. Prepares accurate annual budget requests based on demonstrated needs
 - vi. Complies with policies and procedures outlined in the City Purchasing Policy
 - vii. Uses personnel and resources of assigned department in an effective, efficient manner

- b. Leadership – The Department Head:
 - i. Motivates others toward accomplishment of the work
 - ii. Delegates appropriately and effectively
 - iii. Ensures the professional development of department personnel, and engages in succession planning for all functions
 - iv. Makes thoughtful contributions/suggestions to work of City Council, Administrator and subordinates
 - v. Develops and uses teamwork within and between departments
 - vi. Aids the Administrator in establishing and completing long-range goals

To provide a prosperous and safe environment with effective, professional municipal services that promote business and industry, a high quality of life for residents, and positive interaction between all community members

- c. Personal Traits/Behavior/Attitude – The Department Head:
 - i. Controls own emotions effectively during difficult situations
 - ii. Approaches the work and other personnel with a positive attitude
 - iii. Uses creative solutions to solve problems at work
 - iv. Able to conduct honest, frank discussions as needed
 - v. Offers suggestions on ways to improve employee, department and city operations
 - vi. Is flexible to suggestions and changes in work policy and procedures
 - vii. Follows the City' policies and procedures

- d. Quality of Work/Proficiency in Area of Expertise – The Department Head:
 - i. Performs work accurately
 - ii. Delivers reports, assessments and recommendations in a complete, concise, and accurate manner
 - iii. Completes duties and tasks in a timely manner
 - iv. Takes and uses initiative to improve City services, solve problems and complete tasks and projects
 - v. Seeks opportunity for continual professional development

- e. Public Relations/Employee Relations/Written and Verbal Communication – The Department Head:
 - i. Communicates in an appropriate, professional manner with members of the public during verbal and written interaction
 - ii. Seeks to assist members of the public with requests for service and/or information
 - iii. Tries to assist other employees to help solve problems/find solutions
 - iv. Cooperates and works well with other department heads and elected officials
 - v. Effectively deals with difficult/time-consuming issues
 - vi. Participates as a team member in department head meetings/projects
 - vii. Communicates in an appropriate, professional manner with supervisor(s), other department heads, and direct reports/subordinates

Additional Information Helpful to Department Head and Rating Team

- List the department head's strengths, and acknowledge high-quality performance
- Coach and discuss performance areas the department head could improve on
- Ask the department head to set personal, work-related goals to make improvements (if needed)

Each Department Head will be evaluated in each of the five areas above (a - e), using the following ratings:

Superior; Exceeds Expectations; Meets Expectations; Below Expectations; Unsatisfactory

The rater will make notations of department head performance on a regular basis in order to support rating assigned for each category. At the end of the rating period, the department head will receive a formal evaluation.

After the initial meeting in November 2018, each department head will receive a formal evaluation during the month of their next City employment anniversary. Thereafter, formal evaluations will take place approximately 12 months later, during the next employment anniversary month.

As provided by law or city charter, the performance review of department heads who manage departments with an associated commission or authority will include an opportunity for those commission or authority members to participate in the review.

Signature of Department Head _____

City Administrator _____