



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 17, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:30 P.M. - 3RD FLOOR CONFERENCE ROOM

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Presentations: *Membership Certificate United Daughters Of The Confederacy
Dr. Barbara Jones Glaze, Great Great Grand Daughters Club*
*Presentation In Recognition Of Community Support
Dalton High School JROTC*
6. Minutes: Work Session and Regular Meeting of April 3, 2017
7. New Business:
 - A. Professional Services Agreement with Barge, Waggoner, Sumner and Cannon, Inc., for Planning and Engineering Services at Dalton Municipal Airport.
 - B. FY-2016 Budget Amendment #5
 - C. FY 2017-2018 CDBG Funding Applications Summary
8. Supplemental Business
9. Adjournment

To view this meeting on-line, please visit our website at www.cityofdalton-ga.gov

Dr. Barbara Jones Glaze

Biographical Data:

912 West Lakeshore Drive

Dalton, Georgia 30720

barb@optilink.us

cell 423-316-7018

Dr. Barbara Jones Glaze, the great great grand-daughter of confederate soldier, Corp. Francis Marion Kilgore, who is buried in this area at the New Hope Kilgore Cemetery in Murray County, has been included in a selective club for these daughters.

Dr. Glaze is the daughter of Beatrice Walls Jones of Murray County who leads to her maternal side of the confederacy. Dr. Glaze is a member of the Harriett Gold Chapter of the United Daughters of the Confederacy in Calhoun where she serves as the secretary. Glaze is the widow of the late Steven C. Glaze of this city and they have one son, Kipp. She is a retired Georgia public school educator holding an earned doctorate in education from Vanderbilt University. Honors include being selected by the "National Reference Institute" in Washington D.C. as Who's Who in American Education. As an educator she was also included in "Strathmore's" Who's Who which is "limited to individuals who have demonstrated leadership and achievement in their occupation, industry or profession". As a representative for students and teachers her professional teacher's organization recognized her for legislative lobbying on their behalf.

Dr. Glaze comments saying, "The citizens of Dalton are most fortunate to have Mayor Mock as their mayor. The mayor has shown outstanding wisdom and courage to support our historical heritage and we are forever grateful. We appreciate "all" veterans who have given so much to each of us, and leaders who understand that sacrifice".





Great Great Grand Daughters Club
Georgia Division
United Daughters of the Confederacy®

Membership Certificate

Barbara Ann Jones Hays

Great Great Grand Daughter of

Francis M. Kilgore

Judy Diane Wemack

Division President

Ann Doreen Miller

Club President

January 27, 2016

Date

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
APRIL 3, 2017

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the 3rd Floor Conference Room. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O'Gwin and Gary Crews, City Attorney James Bisson, and several department heads.

Mayor Dennis Mock reviewed each of the items on agenda for the meeting.

- A. Public Safety Commission Recommendations:
Two (2) New 2017 Alcohol Beverage Applications
- B. City of Dalton Parks and Recreation Beverage Agreement with Pepsi Beverages Co.
- C. Contract with B&J Reed Construction for Lakeshore Park/Threadmill Lake Improvements. Contingent upon producing payment and performance bond.
- D. Local Government Approval and Certification for DCA Emergency Solutions Grants:
 - 1. Northwest Georgia Family Crisis Center, Inc.
 - 2. Dalton-Whitfield Community Development Corporation
 - 3. Living Room, Inc.
- E. Ordinance - Second Reading:
Ordinance 17-03
To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Memorial Drive; To Vacate And Abandon The Public Interest In And To The Said Section Of Memorial Drive For Purposes Of Public Street And Transportation; To Declare The Closing Of Such Section Of Memorial Drive For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton In Said Street Section To Hamilton Medical Center, Inc. Except For Utility And Emergency Easements; To Establish An Effective Date; And For Other Purposes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:52 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 3, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O’Gwin, Gary Crews, and City Attorney James Bisson.

APPROVAL OF AGENDA

On the motion of Alderman Goodlett, second Alderman Wood, the agenda was adopted as written. The vote was unanimous in favor.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

MINUTES

The Mayor and Council were presented written copies of the Work Session, Executive Session, and Regular Meeting minutes of March 20, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted. The vote was unanimous in favor.

PUBLIC SAFETY COMMISSION RECOMMENDATION

On the motion of Alderman Wood, second Alderman Crews, the following 2017 Alcohol application recommendations were approved. The vote was unanimous in favor.

Business Owner:	Carniceria Y Panaderia Inc.
d/b/a:	Carnicecia Y Panaderia El Milagro
Applicant:	Dalia Rodriguez Villafuerte
Business Address:	608 MLK Jr. Blvd
Type:	Package Beer
Disposition:	New

Business Owner:	Georgia CVS Pharmacy, LLC.
d/b/a:	CVS/Pharmacy #5608
Applicant:	Melanie K. Luker
Business Address:	2501 East Walnut Ave.
Type:	Package Beer, Wine
Disposition:	New

CITY OF DALTON PARKS & RECREATION BEVERAGE AGREEMENT WITH PEPSI BEVERAGES CO.

The Mayor and Council were presented with a Beverage Agreement between Pepsi Beverages Co. and the City of Dalton Parks and Recreation department. On the motion of Alderman Goodlett, second Alderman Crews, the agreement was approved. The vote was unanimous in favor.

CONTRACT WITH B&J REED CONSTRUCTION FOR LAKESHORE PARK /
THREADMILL LAKE IMPROVEMENTS.

The Mayor and Council were presented with a contract from B&J Reed Construction for Lakeshore Park and Threadmill Lake improvements. Mayor Mock stated the approval of this contract is contingent upon B&J Reed Construction producing a payment and performance bond. On the motion of Alderman Goodlett, second Alderman Wood, the contract was approved. The vote was unanimous in favor.

LOCAL GOVERNMENT APPROVAL AND CERTIFICATION FOR DCA EMERGENCY
SOLUTIONS GRANTS.

On the motion of Alderman Wood, second Alderman O'Gwin, the Mayor and Council approved the following Department of Community Affairs grants. The vote was unanimous in favor.

1. Northwest Georgia Family Crisis Center, Inc.
2. Dalton-Whitfield Community Development Corporation
3. Living Room, Inc.

ORDINANCE 17-03 – SECOND READING

The Mayor and Council reviewed Ordinance 17-03 which dealt with the abandonment and vacating of a Memorial Drive section for purposes of public street and transportation. On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council approved Ordinance 17-03. A detailed copy of the ordinance is a part of these minutes. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:05 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

AGREEMENT
FOR PROFESSIONAL AIRPORT SERVICES
DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA

This AGREEMENT is made this ___ day of _____ 2017 by and between the CITY OF DALTON, hereinafter called the OWNER, and Barge, Waggoner, Sumner and Cannon, Inc., hereinafter called the ENGINEER/ARCHITECT (E/A) with an office located at 2047 West Main Street, Dothan, AL 36301.

WHEREAS, the OWNER has selected the (E/A) in accordance with FAA Advisory Circular 150/5100-14E and hereby retains the (E/A) to furnish: General Consulting, Funding Procurement and Grant Administration, Planning, Engineering and Architectural Design, Resident Engineering, Environmental Analysis, Surveying and associated services from time to time, as required in connection with the planning and development of the DALTON MUNICIPAL AIRPORT, and

WHEREAS, the (E/A) has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, the OWNER and the (E/A), agree that the OWNER, when it so desires, may engage the (E/A) to provide Professional Airport Services and that each assignment will be authorized by a supplement to this Agreement, written in the form of Exhibit A and shall be entitled "WORK AUTHORIZATION NUMBER 20XX-XX", being in accordance with the year and sequence in which the assignments are made. The OWNER and the (E/A) each recognize that approval of each work authorization will be subject to negotiation of Scope of Work, Schedule and Fee and when FAA or State funding is involved, the Owner shall coordinate with DOT to conduct an independent fee review when required.

SECTION I - SCOPE OF SERVICES

GENERAL

For the purpose of this AGREEMENT, Mayor Dennis Mock, City of Dalton, 300 W. Waugh Street, Dalton, Georgia 30722, is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth.

When mutually agreed by the OWNER and the (E/A), and after having received from the OWNER written approval of the (E/A)'s Work Authorization, including an estimated cost for specified services, the (E/A) shall provide professional services as detailed in the Scope of Services which may include, but not limited to: General Consulting, Funding Procurement and Grant Administration, Planning and Programming, Engineering Design, Resident Engineering, Master Planning, Environmental Analysis, Noise Studies, Preparation of DBE Plans, Land Surveying, Construction and Associated Services.

The professional services may be required for various projects such as:

1. Engineering related to Airport Capital Improvement Plan
2. Coordination with Federal, State and Local Agencies
3. Other airport related services as requested

It is understood that all of the above projects may not receive funding and the Owner reserves the right to secure subject services from another source. The initial Work Authorization will only include the Project(s) to be funded by a grant that the associated fees shall occur at the time those services are needed. If a price cannot be agreed upon between the City of Dalton and the (E/A) during negotiations of the initial work authorization or any subsequent work authorization, then the Owner reserves the right to terminate negotiations and negotiate the second highest ranked firm or initiate a new procurement action. Work authorizations may not be negotiated under this agreement beyond five (5) years of the date that the initial contract is signed.

SECTION II - PAYMENT OF SERVICES

The OWNER agrees to compensate the (E/A) for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2 and not prohibited by the laws of the State of Georgia.

The method of payment and the amount of payment for specified services shall be detailed in a work authorization, sample form attached as Exhibit A, which shall be prepared by the (E/A) and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the (E/A)'s Notice-to-Proceed.

The (E/A) is not to undertake any work prior to the receipt of an approved work authorization executed by the OWNER nor is the budget stipulated in a Work Authorization to be exceeded without prior written approval from the OWNER.

Methods of Payment: The following method of payment shall be used:

A. Hourly Fee Schedule plus Expenses

Under this method of payment, the (E/A)'S compensation will be based on actual hours worked, by discipline, times the then current approved DOT man hour rate, plus direct non-salary expenses, times 10 percent profit. Outside services contracted for a specific project, such as professional and technical consultants will be invoiced at the amount of the subcontractor's statement plus 5%. The hourly fee schedule, plus expense method, will only be utilized for work assignments where the exact scope of work is not able to be defined and for construction inspection and testing services. In all cases the (E/A)'S compensation will be limited to a maximum not-to-exceed amount and so indicated in the work authorization.

B. Lump Sum

For work that can be defined and delineated in advance, payment to the (E/A) will be made on the basis of lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and (E/A) will prepare and submit a written request for OWNER's approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

Payments to the (E/A) on account of the above fees shall be due within thirty (30) days after the receipt of invoices supported by appropriate accounting records or, in the case of a lump sum, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bi-monthly, as may be appropriate, for the amount of work carried out in that period.

The OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by the (E/A) to the OWNER in a format approved by OWNER and shall use its best efforts to pay such statements within thirty (30) days of receipt. Said statements shall describe the services performed by the (E/A), itemize fees and charges corresponding to approved work authorization, and provide such supporting documentation as may be required by the OWNER. The (E/A) agrees to permit the OWNER and its representatives to enter upon the (E/A)'s premises to audit the (E/A)'s books and records to verify fee and charge payable hereunder. The (E/A) agrees to keep books and records in satisfactory form and content to permit such audit and verification, for such period of time as may be reasonably required by applicable state or FAA regulations.

SECTION III - OTHER PAYMENTS

In addition to the payments for services specified in Section II hereof, the OWNER further agrees to make payment for the following direct job costs on the basis described.

- A. Miscellaneous Costs: If the (E/A) should encounter costs directly related to the Project which are not covered by one of the foregoing items, and if the reimbursement of such costs would seem to be a reasonable expense for the OWNER, the (E/A) shall request reimbursement, in writing, prior to the occurrence of such costs. If the (E/A) should incur such costs because of an emergency associated with the Project or the operation of the Airport, it shall be entitled to reimbursement without further authorization by the OWNER.

- B. Terms and Conditions: The basis of compensation described is based upon the following conditions.
 - 1. Time charged to the Project by office (E/A) personnel would include the time that the applicable employees are engaged in actual work on the Project at the (E/A)'S office, at the site of the Project, or in travel status in connection with the Project.
 - 2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
 - 3. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not actually employed on the work.

SECTION IV .OWNER'S RESPONSIBILITIES

OWNER shall:

- A. Provide all criteria and full information as to OWNER'S requirements for each Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

- B. Assist (E/A) by placing at his disposal all available information pertinent to each Project including previous reports, record drawings and any other data relative to design or construction of each Project.

- C. Furnish to (E/A) upon its request as required for performance of (E/A)'s Scope Of Services, any existing available data in the OWNER'S possession prepared by the OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility

surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, The E/A may utilize the pertinent data and information, as appropriate, and will review the existing data for accuracy and completeness and shall determine the feasibility of utilizing the data to prepare plans and specifications for the design and/or construction of any project.

- D. Arrange for access to and make all provisions for (E/A) to enter upon public and private property as required for (E/A) to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by (E/A), and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of (E/A).
- F. Furnish all DOT and Authority approvals as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to (E/A) whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of (E/A)'s services, or any defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of this Section IV

SECTION V MISCELLANEOUS PROVISIONS

- A. Estimates: Since the (E/A) has no control over the cost of labor and materials, or over competitive bidding market conditions, the (E/A)'s opinion of probable construction cost are to be made on the basis of experience and qualifications but the (E/A) does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the (E/A) for services resulting from significant changes in the scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, construction, schedule overruns, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the (E/A)'s control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section III.
- C. Ownership and Reuse of Documents: The Drawings, Specifications and other documents prepared by the (E/A) Firm and its consultants for any projects under this Agreement shall become the property of the Owner. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of

the (E/A)'s Drawings, Specifications and other documents. The details of the drawings related to Projects under this Agreement may be used by the (E/A) firm on other projects.

Should these Drawings, Specifications, and other documents be re-used or modified in the future by another Professional Firm, or any other entity, the (E/A) Firm shall not be responsible for errors and omissions related to these Construction Documents by a subsequent entity.

D. Responsibility of the (E/A):

1. The (E/A) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the (E/A) under this Agreement.
2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental (E/A) work or materials furnished hereunder shall not in any way relieve the (E/A) of his responsibility for the technical adequacy of his work.
3. (E/A) shall keep OWNER informed of progress made during all phases of the Project and advise OWNER when (E/A) or the Project requires action by OWNER. Toward this end, (E/A) shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.
4. Review and Evaluate Existing Data of Owner.
"The (E/A) shall compile the existing data of the Owner that was prepared for any previous airport projects that is germane to the project and that might be useful in the design of the project. The existing data may include but not be limited to the airport master plan, the airport property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, aerial photographs, as well as core borings, probings and subsurface explorations, surveys of all kinds, tests, inspections, or professional interpretations, assessments or impact statements. The (E/A) may utilize the pertinent data and information, as appropriate, and will review the existing data for accuracy and completeness and will determine the feasibility of utilizing the data to prepare plans and specifications for the design and/or construction of any project.

E. Period of Services

1. This Agreement shall apply to Projects initiated by the OWNER and set forth in individual Work Authorizations within a five (5)-year period, more or less, after the effective date of the first Work Authorization. Said period being in accordance with Chapter 2, Section 2-6, of FAA Advisory

Circular 150/5100-14E.

2. The (E/A)'s manhour rates as set forth in Exhibit B shall be in effect for a period of one (1) year following the effective date of this Agreement. It is understood and agreed that the (E/A) customarily reviews and revises its manhour billing rates annually, and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this Agreement.
3. If OWNER has requested significant modifications or changes in the extent of the Project(s) the time of performance of (E/A)'s services and his various rates of compensation shall be adjusted appropriately.
4. If (E/A)'s services for design or during construction of the Project(s) are delayed or suspended in whole or in part for reasons beyond (E/A)'s control, (E/A) shall on written demand to OWNER (but without termination of this Agreement) be paid as provided for in Section III. If such delay or suspension extends for more than one year after the affective date of (E/A)'s work authorization, the various rates of compensation provided for in the particular work authorization shall be subject to renegotiation.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than five (5) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part, including any Work Authorization, by the Owner:
 - a. For good cause, such as legal or financial reasons or major changes in the work program requirements and the Engineer is given not less than 10 calendar days written notice of the intent to terminate and an opportunity for consultation with the Owner; or
 - b. For its convenience by giving the Engineer thirty (30) days written notice.
3. Upon receipt of a termination notice, the (E/A) shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or

otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the (E/A) in his performing this Agreement, whether completed or in process at the cost of reproduction.

4. If this Agreement is terminated by either party, the (E/A) shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the (E/A) relating to commitments which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the (E/A).

- G. Remedies: Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and the (E/A) arising out of or related to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within Whitfield County, Georgia and be construed in accordance with Georgia or applicable Federal law.

H. Audit: Access to Records

1. The (E/A) shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the OWNER makes final payment.

I. Insurance:

1. The (E/A) shall make arrangements for, acquire and maintain during the life of this Agreement, Comprehensive General Liability Insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the (E/A) or by anyone directly or indirectly employed by the (E/A). The Comprehensive General Liability Policy shall include, but not be limited to the following:
 - a. The policy shall afford coverage for contractual liability on the broad form basis or contractual liability specifically covering this Agreement between the (E/A) and OWNER.
 - b. The Comprehensive General Liability Policy shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to persons and damage to property.
2. The (E/A) shall carry Comprehensive Liability Insurance covering all owned automobiles.

The Automobile Liability Insurance required shall afford not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to persons and damage to property.
3. The (E/A) shall provide evidence of Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000).
4. The (E/A) shall carry Worker's Compensation Insurance as required by law.
5. The (E/A) will require its subcontractors to comply with the above insurance requirements or as may be required by the OWNER.

6. The (E/A) shall provide to the OWNER Certificates of Insurance evidencing the insurance required hereunder.

(E/A) shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance which expire during the term of this Agreement. The Certificates of Insurance shall provide that the insurance company or authorized representative of said company will inform the OWNER in writing thirty (30) days prior to the termination or cancellation of the policy and prior to any material alteration of said policy which would materially reduce coverage, limits or named insured. The certificates shall contain and provide such additional information and provisions as may be requested by the OWNER. OWNER shall be named as an additional insured with respect to the (E/A)'s liabilities in insurances coverages identified in paragraphs 1 and 2. (E/A) waives subrogation against OWNER as to said policies

7. The OWNER, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductions as it deems appropriate. The OWNER may require reasonable increased insurance coverage limits during the term of this Agreement and if any such additional insurance is required, OWNER will notify (E/A) of any such requirements and provide thirty (30) days in which to comply.
8. The (E/A) agrees, to the fullest extent permitted by law, to indemnify and hold OWNER, its directors, employees and agents harmless against all losses, damages, costs, expenses, including reasonable attorneys fees, and liabilities, which OWNER incurs as a result of any third party claim against OWNER for damages arising from (E/A)'s professional services performed under this Agreement that were caused by (E/A)'s negligence.
9. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party regardless of the nature of this fault or whether it was committed by the OWNER or (E/A), their employees, agents, subconsultants of subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

J. Civil Rights Assurance

During the performance of this Agreement, the (E/A), for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Agreement, the OWNER shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or

- b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

 - 6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect interests of the United States.
- K. Disadvantaged Business Enterprise (DBE) Assurances:
- 1. Policy: It is the policy of the DOT that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.

 - 2. DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

L. Mailing Addresses

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative as follows:

Mayor Dennis Mock
City of Dalton
300 W. Waugh Street
Dalton, Georgia 30722
Phone: (706) 529-2403
Email: DMock@cityofdalton-ga.gov

Notices and communications to be mailed or delivered to the (E/A) shall be sent to the address of the (E/A) as follows:

Mr. Barry Mott, P.E.
Barge, Waggoner, Sumner and Cannon, Inc.
2047 West Main Street
Dothan, Alabama 36301
Phone: (334) 793-6266
Fax: (334) 793-4459
Email: barry.mott@bwsc.net

M. Blended Rate Table

CONFIDENTIAL

2017 BWSC Blended Rate Table

<u>Classification</u>	<u>Rate</u>
Principal	\$71.13
Civil Engineer	\$43.15
Engineer Intern	\$26.63
Electrical Engineer	\$59.25
Architect	\$60.75
Senior Aviation Planner	\$50.00
Aviation Planner	\$42.00
Environmental Planner	\$42.00
Designer	\$21.50
Secretarial/Typist	\$22.88
Resident Project Representative	\$26.00
Survey Manager	\$30.75
3-Man Survey Crew (Regular Time)	\$53.75
3-Man Survey Crew (Over Time)	\$69.01

Notes: 1.) Above stated rates are the current applied classification rates, blended for actual personnel performing work on the projects. These rates are applied to this contract as previously approved by the Georgia Department of Transportation (GDOT) for BWSC contracts. These rates will be updated per GDOT requirements

2.) The hourly rates shown above include estimated participants direct salary costs only. These costs will be marked up with the GDOT approved audited labor overhead and profit. Direct non-salary expenses such as travel, subsistence, printing, etc. are not included and will be charged at approved GDOT rates.

The OWNER and the (E/A) for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the (E/A) shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

OWNER: City of Dalton

Name Date

Position

WITNESS: _____

(E/A): Barge, Waggoner, Sumner and Cannon, Inc.

Name Date

Position

WITNESS: _____

2016 Budget Amendment
Budget Amendment #5

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Transfer-in from Hotel Motel Tax	\$ 209,640	(1)
Transfer-in WLSF	204,000	(1)
Sales Tax	(413,640)	(1)
	<u>\$ -</u>	
Expenditures & Transfers-out		
Transfer to Airport	\$ 190	(2)
Infrequent Item	85,000	(3)
Transfer to TAD	(10,000)	(4)
City Clerk - Wages	435	(5)
Building Maintenance - City Hall	4,700	(5)
Building Maintenance - Chamber Building	1,000	(5)
Fire Department	(61,060)	(4)
Police Department	(5,440)	(4)
Public Works	(14,775)	(4)
Recreation	(50)	(4)
	<u>\$ -</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) Record funds from HMT fund and excess Utility transfer offset by sales tax shortfall.
- (2) Additional funds needed for fuel truck purchase.
- (3) Payment to Crawford Street Properties.
- (4) Budget amendments approved and not utilized. Redirected to cover budgets that were exceeded or new budget line items.
- (5) Line items that exceeded budgets.

2015 CAPITAL PROJECTS (SPLOST Bonded)

	Increase (Decrease)	
Revenues & Transfers-In		
Interest Income	\$ 16,200	(1)
	<u>\$ 16,200</u>	
Expenditures & Transfers-out		
Administrative Fees	\$ 720	(1)
	<u>\$ 720</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 15,480</u>	

- (1) To record interest earned and bank fees paid.

2015 CAPITAL PROJECTS (SPLOST Pay Go)

	Increase (Decrease)	
Revenues & Transfers-In		
Interest Income	\$ 15,600	(1)
	<u>\$ 15,600</u>	
Expenditures & Transfers-out		
Administrative Fees	\$ 200	(1)
	<u>\$ 200</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 15,400</u>	

(1) To record interest earned and bank fees paid.

2007 TSPLOST

	Increase (Decrease)	
Revenues & Transfers-In		
Intergovernmental Revenue	\$ (3,000,000)	(1)
	<u>\$ (3,000,000)</u>	
Expenditures & Transfers-out		
Various Projects	\$ (3,000,000)	(1)
	<u>\$ (3,000,000)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1) To adjust to reflect actual revenues and expenditures.

Hotel Motel Tax Fund

	Increase (Decrease)	
Revenues & Transfers-In		
Tax Revenue	\$ 125,635	(1)
	<u>\$ 125,635</u>	
Expenditures & Transfers-out		
Transfer to General Fund	\$ 209,640	(1)
Special Events - unallocated	(84,005)	
	<u>\$ 125,635</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1) To adjust to reflect actual revenues and expenditures.

FY 2017 - 2018 CDBG Applications - Summary
 City of Dalton Program Office

Applicant	Project Type	Project Name	Number LMI	Total Amount of Request
Family Promise	Public Service-LMC	Case Manager for Families at Risk - Homeless	146	\$20,000
Northwest GA Family Crisis Center	Public Service-LMC	Housing Advocate Counselor	1,479	\$17,228
City of Dalton	Public Facility- LMA	Sidewalk Upgrade-Richardson Street	6,960	\$276,272
City of Dalton	Code Enforcement	Code Enforcement in Local Target Area	500	\$17,500
City of Dalton	Administration	CDBG Administration	N/A	\$60,000
TOTAL				\$391,000

Administration	20% max	<u>Requested</u>	\$60,000
Public Service	15% max		\$37,228
Public Facilities/Other			<u>\$293,772</u>
			<u>\$391,000</u>