

Intergovernmental Agreement for Construction of Public Infrastructure

THIS INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE (“Agreement”) is made and entered into as of the date of the last Party to sign (the “effective Date”), between the Dalton-Whitfield Joint Development Authority (“JDA”), and The City of Dalton, Georgia, a political subdivision of the State of Georgia (“City”). The parties hereto are sometimes referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, the JDA is a development authority and a public body corporate and politic and a joint development authority duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended (the “Act”), and activated by joint and concurrent resolutions of the governing bodies of the County and the City; and

WHEREAS, the Act provides that the JDA is created for the public purpose, among other purposes, of promoting industry, trade, commerce and employment opportunities within the County, including within the City; and

WHEREAS, the City is currently the owner in fee simple of certain real property located on South Hamilton Street within the City of Dalton as more particularly shown in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), which is intended to be developed for workforce housing; and

WHEREAS, via Resolution 23-01, the Mayor and Council of the City of Dalton authorized the transfer of the Property from the City to the JDA for the purpose of developing workforce housing; and

WHEREAS, by entering this Agreement, the City hereby ratifies and affirms its intent to transfer the Property from the City to the JDA and the authority of the Mayor to execute a deed and any other requisite documents to effectuate said transaction; and

WHEREAS, the JDA has applied for and received funding (“Grant Award”) through the Georgia Department of Community Affairs One Georgia Authority (“One Georgia”) grant program for the redevelopment of the Property for the purpose of creating workforce housing within the City of Dalton (the “Project”);

WHEREAS, the City has committed to providing up to \$622,300.00 (“City Funds”) to be used for the construction of public road infrastructure, including design and construction costs of the same, (“Public Infrastructure”) in support of the Project; and

WHEREAS, a certain portion of the City funds in the amount of \$22,300.00, has been allocated to design of the Public Infrastructure and shall be paid by the City directly to the design engineer leaving a balance of \$600,000.00 to be disbursed pursuant to this Agreement; and

WHEREAS, the JDA will engage all contractors and oversee all work on the Project including the development of the Property and the Public Infrastructure; and

WHEREAS, at or before the conclusion of the Project, the Public Infrastructure will be dedicated to the City of Dalton; and

WHEREAS, the City has determined that support of and participation in the Project provides a substantial public benefit to the City and its residents; and

WHEREAS, the JDA has determined that participation in the Project is consistent with its goals, and it desires to enter this Agreement with the City for the implementation of the Public Infrastructure portion of the Project; and

WHEREAS, the JDA will serve as fiscal agent for receipt and disbursement of the City Funds for construction of the Public Infrastructure in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are believed to be true and correct and are made an express part of this Agreement.
2. **Description of the Project/Scope of Work.** The Public Infrastructure shall consist of construction of new roads, sidewalks, curbs, water and sewer utilities, and stormwater conveyance systems within road rights of way on or about the Property (“Scope of Work”), which are detailed in the attached original cost estimate attached hereto and incorporated herein as Exhibit B.
3. **Obligations of the City.** The City shall remit City Funds for construction of Public Infrastructure pursuant to the terms of this Agreement not to exceed a total of \$600,000.00. The Parties acknowledge that the City Funds represent only a portion of the funds necessary to complete the Public Infrastructure, and the JDA shall be responsible for providing the remaining funds necessary to complete the Public Infrastructure, which shall equal or exceed the City Funds.
4. **Obligations of the Project Manager.** The JDA shall serve as the Project Manager on the Project and shall be responsible for coordinating the construction of the Project. The Project Manager’s responsibilities shall include, but not be limited to, the following responsibilities:
 - a. Procure bids for all Public Infrastructure work in compliance with Georgia law;
 - b. Coordinate construction of and installation of all Public Infrastructure;
 - c. Ensure construction of Public Infrastructure complies with all applicable laws, ordinances, and industry standards.
 - d. Maintain all records and submit all reports, invoices, and other information required pursuant to the terms of this Agreement;
5. **The JDA to Serve as fiscal agent for receipt and disbursement of funds.** Pursuant to the Grant Award, the JDA shall serve as the fiscal agent responsible for receiving

and disbursing the grants funds from One Georgia. The JDA shall also serve as the fiscal agent responsible for receiving the City Funds and disbursing the same to the selected contractors pursuant to the terms of this Agreement. The JDA shall establish a designated financial account to hold and from which to disburse the City Funds (“Project Account”).

6. **Disbursements.** Disbursements of City Funds from the Project Account shall be restricted to the implementation of the Public Infrastructure only. The JDA shall notify the City at agreed upon completion percentages of the Public Infrastructure, submit to the City all invoices related to the same for approval prior to payment, and provide the City with an opportunity to inspect the progress of the Public Infrastructure. Upon approval of such completion percentages of the Public Infrastructure by the City, the City shall remit payment to the JDA for its pro rata share of the actual expenses incurred toward completion of the Public Infrastructure not to exceed the total amount payable pursuant to this Agreement of \$600,000.00.
7. **Records.** The JDA shall keep complete financial records relating to the Project in accordance with generally accepted accounting practices, including records of all expenses incurred and funds expended in connection with the Project. All such records, including all records of the Project Account, shall at all times be subject to audit by the City or its designated auditors.
8. **Duration of Project and Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall terminate on the date that the Public Infrastructure is completed as determined by the City, unless otherwise terminated earlier as provided in this Agreement, provided however, that any terms in this Agreement that by their nature are intended to survive the termination of this Agreement shall so survive.
9. **Dedication of Public Infrastructure.** Upon completion of the Project, the Public Infrastructure shall be dedicated to the City.
10. **Termination.** Either Party may terminate this agreement if The JDA fails to secure receipt of the Grant Funds from One Georgia or if the other Party is in breach of any material obligation under this Agreement, after written notice to the breaching Party and a reasonable opportunity to cure the same.
11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent by hand delivery, by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, to the Party’s address set forth in this Section or at any other address the Party specifies in writing.

If to The JDA

Carl Campbell
Dalton-Whitfield Joint Development
Authority
100 South Hamilton Street

Dalton, GA 30720

If to The City

Andrew Parker, City Administrator
City of Dalton
300 W. Waugh Street
Dalton, GA 30720

12. Miscellaneous.

- a. **Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement and the included Exhibit(s) constitute the sole agreement of the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties respecting the subject matter of this Agreement. This Agreement may not be modified except in writing signed by all Parties.
- b. **No Waiver.** If any Party fails to require any other Party to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If any Party waives another Party's breach of a term of this agreement, that waiver is not treated as waiving a later breach of the same term.
- c. **Successors and Representatives.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assignees.
- d. **Severability.** IF any part of this Agreement is for any reason held to be unenforceable, the remainder of this Agreement remains fully enforceable.
- e. **Construction.** Unless the context requires otherwise, "including" means "including but not limited to." Headings are for convenience only and do not affect the interpretation of this Agreement. This Agreement has been Negotiated by the Parties. Any law requiring an agreement to be construed most strictly against its drafter will not apply.
- f. **Applicable Law.** Georgia law applies to this Agreement, without regard for any choice-of-law rules that might direct the application of another jurisdiction's laws.
- g. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which constitute one Agreement.
- h. **Assignment.** This Agreement may not be assigned by the Parties without the prior written consent of all Parties. Any such assignment shall be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

{SIGNATURES BEGIN NEXT PAGE}

The Parties have executed and sealed this Agreement as of Effective Date.

Dalton-Whitfield
Joint Development Authority

Carl Campbell
Dalton-Whitfield Joint Development
Authority
100 South Hamilton Street
Dalton, GA 30720
Date: _____

City of Dalton

Annalee Sams, Mayor
City of Dalton
300 W. Waugh Street
Dalton, GA 30720

Date: _____

City Clerk

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 257 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No. 28, Lot Nos. 44 through 46, inclusive, and a portion of Lot No. 27, in Block F of the Nichols Addition to the City of Dalton, as shown by plat of record in Plat Book 1 Page 58 (Plat Cabinet A Slide 14), and Lot Nos. 155 through 173, and Lot Nos. 180 through 194, inclusive, and a portion of Lot No. 174 of the Nichols Subdivision, as shown by plat of record in Deed Book 9 Page 46, together with the alleys separating the above-described lots, and being more particularly described according to a plat of survey prepared for the City of Dalton by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated July 20, 2011, revised August 7, 2011, and being more particularly described according to said survey as follows:

BEGINNING at the southeast corner of the intersection of the south right of way line of Nichols Street (50' R/W) and the east right of way line of Cherokee Street (40' R/W); thence south 89 degrees 08 minutes 58 seconds east, along the south right of way line of Nichols Street, a distance of 257.37 feet; thence south 12 degrees 11 minutes 50 seconds east, along the west right of way line of South Hamilton Street (80' R/W), a distance of 485.15 feet to an iron pin; thence south 87 degrees 10 minutes 25 seconds west a distance of 257.25 feet to an iron pin; thence north 11 degrees 50 minutes 40 seconds west, along the east right of way line of Cherokee Street, a distance of 501.38 feet to THE POINT OF BEGINNING.

EXHIBIT “B”



City of Dalton
S. Hamilton Residential Infill Infrastructure
Probable Construction Costs

10/9/2023

<u>ITEM No.</u>	<u>GDOT Sec.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	151-1000	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
2.	171-0010	TEMPORARY SILT FENCE, TYPE A	2,400.0	LF	\$4.50	\$10,800.00
3.	201-1500	CLEARING DEMOLITION & GRUBBING	1.10	AC	\$20,000.00	\$22,000.00
4.	210-0100	GRADING COMPLETE	4,000	CY	\$10.00	\$40,000.00
5.	310-5040	GR AGGR BASE CRS, 4 INCH	460	SY	\$25.00	\$11,500.00
6.	310-5080	GR AGGR BASE CRS, 8 INCH	2,125	SY	\$40.00	\$85,000.00
7.	402-3100	1-1/2" (165 lb/sy) RECYCLED ASPH CONC 9.5 MM SUPERPAVE	180.0	Tons	\$160.00	\$28,800.00
8.	402-3190	2" (220 lb/sy) RECYCLED ASPH CONC 19 MM SUPERPAVE	240.0	Tons	\$160.00	\$38,400.00
9.	412-1000	BITUMINOUS PRIME (0.25 gal/sy)	535	GAL	\$8.00	\$4,280.00
10.	413-1000	TACK COAT (.07 gal/sy)	150	GAL	\$7.00	\$1,050.00
11.	441-0016	DRIVEWAY CONCRETE, 6 IN TK	460	SY	\$80.00	\$36,800.00
12.	441-0104	CONC SIDEWALK, 4 IN	740	SY	\$70.00	\$51,800.00
13.	441-5002	CONCRETE HEADER CURB, 6 IN	1,950	LF	\$35.00	\$68,250.00
14.	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN	1,060	LF	\$30.00	\$31,800.00
15.	441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	14	EA	\$3,000.00	\$42,000.00
16.	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	585	LF	\$120.00	\$70,200.00
17.	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	70	LF	\$165.00	\$11,550.00
18.	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	20	LF	\$185.00	\$3,700.00
19.	660-0004	SAN SEWER PIPE, 4 IN, PVC	375.0	LF	\$50.00	\$18,750.00
20.	660-0808	SAN SEWER PIPE, 8 IN, DUCTILE IRON	990.0	LF	\$300.00	\$297,000.00
21.	660-2600	SEWER CLEANOUTS , 4 IN	40.0	EA	\$1,000.00	\$40,000.00
22.	668-1100	CATCH BASIN, GP 1	16	EA.	\$6,000.00	\$96,000.00
23.	668--3300	SAN SEWER MANHOLE, TP 1	12.0	EA	\$8,000.00	\$96,000.00
24.	668-9800	OUTLET CONTROL STRUCTURE	1	EA	\$7,500.00	\$7,500.00
25.	670-0800	WATER METER - 3/4 IN	40.0	EA	\$400.00	\$16,000.00
26.	670-	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 8 IN	1.0	EA	\$15,000.00	\$15,000.00
27.	670-1060	WATER MAIN, 6 IN PVC (C900)	30.0	LF	\$75.00	\$2,250.00
28.	670-1080	WATER MAIN, 8 IN PVC (C900)	1,470.0	LF	\$90.00	\$132,300.00
29.	670-3127	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 8 IN	1.0	EA	\$10,000.00	\$10,000.00
30.	670-4000	FIRE HYDRANT INCL 8 IN X 6 IN TEE ASSEMBLY	5.0	EA	\$8,500.00	\$42,500.00
31.	670-5010	WATER SERVICE LINE, 1 IN	375.0	LF	\$70.00	\$26,250.00
31.	700-6910	PERMANENT GRASSING	0.5	AC	\$2,200.00	\$1,100.00
32.		Porous Sidewalk/Permeable Pavers	763	SY	\$35.00	\$26,705.00
33.		Electrical Utility Trenching	1,220.0	LF	\$15.00	\$18,300.00

Estimated Construction Cost \$1,298,730

Contingency (10%) \$129,873.00

Total Estimated Cost \$1,428,603

*Estimate does not include the following:

Any Permitting/Tapping Fees or Bonds

Landscaping Vegetation or Irrigation System (beyond stabilization)

Building Structure or Slabs

Gas and Electrical Services or Structures