



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 27, 2023
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Hearing:

- [1.](#) The Proposed General Fund, Debt Service, Capital Projects Fund, and Special Revenue Funds 2024 Budgets.

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking)*

Special Recognitions:

2. Recognition of the 12 and Under GRPA State Volleyball Champions

Minutes:

- [3.](#) Mayor & Council Minutes of November 6, 2023

Unfinished Business:

- [4.](#) Second Reading Ordinance 23-24 To Make Findings of Fact Concerning the Public Use and Necessity of a Section of Alabama Street for Public Transportation; To Declare the Closing of Such Portion of Alabama Street; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Retention of An Easement for Utility Infrastructure to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

New Business:

- [5.](#) Resolution 23-24 - Election Results Certification
- [6.](#) Demolition Agreement & Easement for 313 N. Glenwood Avenue
- [7.](#) Municipal Court Contract for the Dalton Convention Center
- [8.](#) Reappointment of Danny Morgan to the Airport Authority for a five-year term to expire December 31, 2028.

Supplemental Business:

- [9.](#) Airport Change Order Requests with NWGP for Phase 1 and Phase 2 Ramp Rehab Project

Announcements

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11-27-23
Agenda Item: 2024 Proposed Budgets (Public Hearing)
Department: Finance
Requested By: Cindy Jackson
Reviewed/Approved by City Attorney? NA
Cost: NA

Funding Source if Not in Budget

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

The Proposed 2024 General Fund, Debt Service Fund, Capital Projects Fund, and Special Revenue Funds budgets to be presented at public hearing before adoption.

**2024 PROPOSED BUDGET
GENERAL FUND**

City of Dalton
General Fund 2024 Proposed Budget

With Comparative Amounts - 2022 Actual and 2023 Adopted

	<u>Actual 2022</u>	<u>Adopted 2023</u>	<u>Proposed 2024</u>	<u>% Change 2024 to 2023</u>
Revenues				
Taxes	\$ 23,051,189	\$ 23,967,000	\$ 24,015,000	0.20%
Licenses and permits	409,881	414,000	420,000	1.45%
Intergovernmental	931,923	746,700	774,000	3.66%
Charges for services	1,564,997	1,596,300	1,665,000	4.30%
Fines and forfeitures	532,283	440,000	476,000	8.18%
Investment income	284,889	400,000	850,000	112.50%
Miscellaneous	457,936	372,335	668,000	79.41%
Total Revenues	<u>27,233,098</u>	<u>27,936,335</u>	<u>28,868,000</u>	<u>3.33%</u>
EXPENDITURES				
General Government				
Elections	\$ -	\$ 8,750	\$ -	0.00%
Legislative	156,490	132,565	155,000	16.92%
Administrative	571,493	685,975	991,000	44.47%
City Clerk	382,510	390,810	444,000	13.61%
Finance	802,899	879,500	943,000	7.22%
Information Technology	558,371	644,340	745,000	15.62%
Human Resources	430,979	490,675	569,000	15.96%
Building & Grounds	339,226	376,600	424,000	12.59%
Judicial				
Municipal Court	505,415	513,470	645,000	25.62%
Public Safety				
Police	9,528,719	10,368,480	10,671,000	2.92%
Fire	9,864,825	9,918,365	11,389,000	14.83%
Public Works & Infrastructure				
Public Works	7,700,002	8,607,955	8,955,000	4.03%
Infrastructure	435,294	10,000	15,000	50.00%
Recreation & Culture				
Recreation	3,756,748	3,837,170	4,203,000	9.53%
Payments to Other Agencies	353,600	355,200	363,000	2.20%
Health & Welfare				
Payments to Other Agencies	25,984	1,000	26,000	2500.00%
Housing & Development				
Code Compliance	79,737	343,360	315,000	-8.26%
Payments to Other Agencies	382,500	407,500	427,000	4.79%
Contingency				
	-	200,000	50,000	-75.00%
Total Expenditures	<u>35,874,792</u>	<u>38,171,715</u>	<u>41,330,000</u>	<u>8.27%</u>
OTHER FINANCING SOURCES & (USES)				
Proceeds from Sale of Capital Assets	28,413	2,000	5,000	150.00%
Transfers In	21,380,107	12,152,500	16,656,000	37.06%
Transfers Out	(14,423,645)	(1,919,120)	(4,199,000)	118.80%
Total Other Financing Sources (Uses)	<u>6,984,875</u>	<u>10,235,380</u>	<u>12,462,000</u>	<u>21.75%</u>
Net Increase (Decrease) Fund Balance	<u>\$ (1,656,819)</u>	<u>\$ -</u>	<u>\$ -</u>	

**2024 BUDGET
SUPPLEMENTAL SCHEDULES**

City of Dalton
General Fund 2024 Budget
By Classification

	Proposed 2024	% of Total
Revenues:		
Property taxes	\$ 8,580,000	18.85%
Other taxes	15,435,000	33.90%
Licenses and permits	420,000	0.92%
Charges for services	1,665,000	3.66%
Fines and forfeitures	476,000	1.05%
Investment income	850,000	1.87%
Intergovernmental	774,000	1.70%
Miscellaneous	668,000	1.47%
Total Revenues	28,868,000	63.41%
Other Sources:		
Transfers in:		
Utility transfer	13,700,000	30.09%
Capital project funds	2,281,000	
Hotel-Motel tax fund	675,000	1.48%
Sale of fixed assets	5,000	0.01%
Total Other Sources	16,661,000	36.59%
Total Revenue & Other Sources	\$ 45,529,000	100.00%
Expenditures:		
Personal services & benefits	\$ 31,554,000	69.31%
Purchased & contracted services	4,674,000	10.27%
Supplies & operating charges	4,136,000	9.08%
Capital outlay	98,000	0.22%
Payments to others	818,000	1.80%
Contingency	50,000	0.11%
Total Expenditures	41,330,000	90.78%
Total Other Uses		
Transfers out:		
SPLOST Fund 2020 (paving)	638,000	1.40%
Airport Operations	76,000	0.17%
Grant Matches	2,281,000	5.01%
Debt Service Fund	1,204,000	2.64%
Total Other Uses	4,199,000	9.22%
Total Expenditures & Other Uses	\$ 45,529,000	100.00%

City of Dalton
General Fund 2024 Budget - Expenditures & Other Financing Uses
As a Percentage of Total Proposed - By Legal Level of Control

	Proposed 2024	% of Total
EXPENDITURES		
General Government		
Elections	\$ -	0.00%
Legislative	155,000	0.34%
Administrative	991,000	2.18%
City Clerk	444,000	0.98%
Finance	943,000	2.07%
Information Technology	745,000	1.64%
Human Resources	569,000	1.25%
Building & Grounds	424,000	0.93%
Judicial		
Municipal Court	645,000	1.42%
Public Safety		
Police	10,671,000	23.44%
Fire	11,389,000	25.01%
Public Works & Infrastructure		
Public Works	8,955,000	19.67%
Infrastructure	15,000	0.03%
Recreation & Culture		
Recreation	4,203,000	9.23%
Payments to Other Agencies	363,000	0.80%
Health & Welfare		
Payments to Other Agencies	26,000	0.06%
Housing & Development		
Code Compliance	315,000	0.69%
Payments to Other Agencies	427,000	0.94%
Contingency	<u>50,000</u>	<u>0.11%</u>
Total Expenditures	<u>41,330,000</u>	<u>90.78%</u>
OTHER FINANCING USES		
Total Other Financing Uses		
SPLOST Fund 2020 (paving)	638,000	1.40%
Airport Operations	76,000	0.17%
Grant Matches	2,281,000	5.01%
Debt Service Fund	<u>1,204,000</u>	<u>2.64%</u>
Total Other Financing Uses	<u>4,199,000</u>	<u>9.22%</u>
Total Revenue & Other Financing Uses	<u>\$ 45,529,000</u>	<u>100.00%</u>

City of Dalton
General Fund 2024 Budget

Expenditures & Other Financing Sources by Classification

	Proposed 2024	Classification Type						
		Personal Services & Benefits	Purchased Services	Supplies	Capital Outlay	Payments to Others	Contingency	Transfer to Other Funds
EXPENDITURES								
General Government								
Legislative	\$ 155,000	\$ 92,800	\$ 41,900	\$ 18,300	\$ -	\$ 2,000	\$ -	\$ -
Administrative	991,000	683,000	292,000	16,000	-	-	-	-
City Clerk	444,000	398,000	40,000	6,000	-	-	-	-
Finance	943,000	621,000	308,000	14,000	-	-	-	-
Information Technology	745,000	403,000	332,000	10,000	-	-	-	-
Human Resources	569,000	496,000	67,000	6,000	-	-	-	-
Building & Grounds	424,000	71,000	218,000	135,000	-	-	-	-
Judicial								
Municipal Court	645,000	403,000	226,300	15,700	-	-	-	-
Public Safety								
Police	10,671,000	9,137,000	1,061,000	473,000	-	-	-	-
Fire	11,389,000	10,535,000	373,000	477,000	4,000	-	-	-
Public Works & Infrastructure								
Public Works	8,955,000	5,861,000	1,005,000	2,010,000	79,000	-	-	-
Infrastructure	15,000	-	15,000	-	-	-	-	-
Recreation & Culture								
Recreation	4,203,000	2,605,000	655,000	928,000	15,000	-	-	-
Payments to Other Agencies	363,000	-	-	-	-	363,000	-	-
Health & Welfare								
Payments to Other Agencies	26,000	-	-	-	-	26,000	-	-
Housing & Development								
Code Compliance	315,000	248,000	40,000	27,000	-	-	-	-
Payments to Other Agencies	427,000	-	-	-	-	427,000	-	-
Contingency	50,000	-	-	-	-	-	50,000	-
Total Expenditures	<u>41,330,000</u>	<u>31,553,800</u>	<u>4,674,200</u>	<u>4,136,000</u>	<u>98,000</u>	<u>818,000</u>	<u>50,000</u>	<u>-</u>
OTHER FINANCING USES								
SPLOST 2020 (paving)	638,000	-	-	-	-	-	-	638,000
Airport Operations	76,000	-	-	-	-	-	-	76,000
Grant Matches	2,281,000	-	-	-	-	-	-	2,281,000
Debt Service Fund	1,204,000	-	-	-	-	-	-	1,204,000
Total Other Financing Uses	<u>4,199,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,199,000</u>
Total Expenditures & Other Financing Uses	<u>\$ 45,529,000</u>	<u>\$ 31,553,800</u>	<u>\$ 4,674,200</u>	<u>\$ 4,136,000</u>	<u>\$ 98,000</u>	<u>\$ 818,000</u>	<u>\$ 50,000</u>	<u>\$ 4,199,000</u>
		<u>69.3%</u>	<u>10.3%</u>	<u>9.1%</u>	<u>0.2%</u>	<u>1.8%</u>	<u>0.1%</u>	<u>9.2%</u>

Other Agency Allocations

	2024	2023
	<u>Proposed Budget</u>	<u>Adopted Budget</u>
General Fund:		
Downtown Development Authority	\$ 135,000	\$ 135,000
Creative Arts Guild	56,000	56,000
Dalton-Whitfield Joint Development Authority	157,500	157,500
Dalton-Whitfield Community Development Corp.	80,000	80,000
Georgia Department of Veterans Affairs	1,000	1,000
Dalton-Whitfield County Library		
Cash	264,000	264,000
In-kind	6,000	6,000
Whitfield Murray Historical Society		
Cash	22,600	22,600
In-kind	2,400	2,400
Huff House - In-kind	1,900	1,800
Crown Mill - In-kind	2,400	2,400
The Greenhouse	25,000	
Emery Center	7,200	-
THRIVE Partnership	20,000	-
Junior Achievement (limited commitment)	10,000	10,000
Believe Greater Dalton (limited commitment)	25,000	25,000
	<u>\$ 816,000</u>	<u>\$ 763,700</u>

**2024 PROPOSED BUDGET
DEBT SERVICE & CAPITAL PROJECTS**

**City of Dalton
Debt Service Fund & Capital Projects Fund
2024 Proposed Budgets**

	Debt Service Fund	Amendment to 2020 SPLOST Capital Projects
Revenues		
Interest income	\$ 1,000	\$ -
Total Revenues	1,000	-
Expenditures		
General government and administrative	18,450	-
Public works (paving)	-	638,000
Debt service - principle & interest	1,186,550	-
Total Expenditures	1,205,000	638,000
(Deficiency) of Revenues (Under Expenditures)	(1,204,000)	(638,000)
Other Financing Sources (Uses)		
Transfers in (out)	1,204,000	638,000
Proceeds from sale of capital assets	-	-
Total Other Financing Sources (Uses)	1,204,000	638,000
Net Change in Fund Balance	\$ -	\$ -

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

**2024 PROPOSED BUDGETS
SPECIAL REVENUE FUNDS**

**City of Dalton
Special Revenue Funds
2024 Proposed Budgets**

	<u>Hotel Motel Tax</u>	<u>Confiscated Assets</u>	<u>Economic Development</u>	<u>CDBG Grant Fund</u>	<u>Airport Grant Fund</u>	<u>OPIOD Settlement Fund</u>
Revenues						
Hotel motel taxes	\$ 1,774,000	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	50,000	-	-	-	-
Property taxes	-	-	-	-	-	-
PILOT payments	-	-	36,000	-	-	-
Intergovernmental - federal and state	-	-	-	368,000	649,600	20,000
Investment earnings	-	3,000	-	-	-	-
Total Revenues	<u>1,774,000</u>	<u>53,000</u>	<u>36,000</u>	<u>368,000</u>	<u>649,600</u>	<u>20,000</u>
Expenditures						
General government	-	-	-	73,500	683,800	-
Housing and development	-	-	1,850,000	239,300	-	-
Public safety	-	85,000	-	-	-	20,000
Public works and infrastructure	-	-	-	-	-	-
Health and welfare	-	-	-	55,200	-	-
Culture, recreation and tourism	1,099,000	-	-	-	-	-
Total Expenditures	<u>1,099,000</u>	<u>85,000</u>	<u>1,850,000</u>	<u>368,000</u>	<u>683,800</u>	<u>20,000</u>
(Deficiency) of Revenues (Under Expenditures)	<u>675,000</u>	<u>(32,000)</u>	<u>(1,814,000)</u>	<u>-</u>	<u>(34,200)</u>	<u>-</u>
Other Financing Sources (Uses)						
Transfers in (out)	(675,000)	-	-	-	34,200	-
Proceeds from sale of capital assets	-	8,000	-	-	-	-
Total Other Financing Sources (Uses)	<u>(675,000)</u>	<u>8,000</u>	<u>-</u>	<u>-</u>	<u>34,200</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ (24,000)</u>	<u>\$ (1,814,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Utilization of Fund Balance		<u>\$ 24,000</u>	<u>1,814,000</u>			

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 6, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett, Dennis Mock (via Zoom), Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

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

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Work Session Minutes of October 16, 2023. On the motion of Council member Farrow, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

The Mayor and Council reviewed the Mayor & Council Regular Session Minutes of October 16, 2023. On the motion of Council member Goodlett, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

2023 NEW ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Goodlett, second Council member Farrow, the following New Alcohol Beverage Applications were approved. The vote was unanimous in favor.

1. Business Owner: Akshar Pramukl Darshan, LLC
d/b/a: Home 2 Suites Dalton
Applicant: Naren Patel
Business Address: 865 Holiday Inn Dr.
License Type: Pouring Beer, Wine (Hotel)
Disposition: **New**

2. Business Owner: Daru Store LLC
d/b/a: Top Shelf Package
Applicant: Tilak Patel
Business Address: 101 W. Walnut Ave. Ste 13
License Type: Package Beer, Wine, Liquor (Package / Liquor Store)
Disposition: **New**

TEMPORARY CONSTRUCTION EASEMENT FOR THE SERETEAN PLANT CONCRETE PIPE LINING PROJECT AT 1510 CORONET DR.

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the temporary construction easement for 1510 Coronet Dr. with regards to a concrete pipe lining project as presented by Public Works Director, Chad Townsend. A copy of the easement(s) is a part of the minutes. The vote was unanimous in favor.

TEMPORARY CONSTRUCTION EASEMENTS FOR 616 & 618 MCFARLAND AVE. TO COMPLETE ELEMENTS OF THE RIDGE STREET SOTRMWATER BYPASS PROJECT

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the temporary construction easements for 616 & 618 McFarland Ave as presented by Public Works Director, Chad Townsend. A copy of the easement(s) is a part of the minutes. The vote was unanimous in favor.

CORRECTIVE ACTION PLAN AND TEMPORARY CONSTRUCTION EASEMENT FOR 112 WEST CRAWFORD STREET

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the corrective action plan and temporary construction easement for 112 West Crawford St. as presented by Public Works Director, Chad Townsend. A copy of the easement(s) is a part of the minutes. The vote was unanimous in favor.

RENEWAL OF JUNIOR ACHIEVEMENT PARTNERSHP AGREEMENT

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the renewal of the Junior Achievement Partnership agreement between the City of Dalton and the JA Discovery Center for a three-year, \$10,000 a year annually agreement as presented by City Administrator Andrew Parker. A copy of the agreement is a part of the minutes. The vote was unanimous in favor.

AIRPORT 5 YEAR FEDERAL/STATE CIP SUBMITTAL

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council approved the updated 5-year Airport Capital Improvement Project (CIP) to be submitted for Federal and State funding applications for FY 2025, as presented by City Administrator Andrew Parker. A copy of the CIP projects is a part of the minutes. The vote was unanimous in favor.

RESOLUTION 23-21 INTERNAL MANAGEMENT PROPERTY DONATION FOR SOUTH HAMILTON STREET

On the motion of Council member Goodlett, second Council member Mock, the Mayor and Council approved Resolution 23-21 with regards to assimilation real estate property on South Hamilton Street for the purpose of economic development for affordable residential housing, as presented by City Administrator Andrew Parker. A copy of the resolution is a part of the minutes. The vote was unanimous in favor.

RESOLUTION 23-22 TO INTRODUCE LOCAL LEGISLATION TO THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF ENACTING A NEW CHARTER FOR THE CITY OF DALTON

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved Resolution 23-22 with regards to updating and modifying numerous provisions of the City of Dalton charter and to be considered for approval by the General Assembly of Georgia. A copy of the submitted charter updates is a part of the minutes. The vote was unanimous in favor.

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CARPENTRY, LLC

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the second amendment to the development agreement for “The Carpentry, LLC.” Finance Director Cindy Jackson explained “The Carpentry, LLC” requests an extension of time to complete the Hotel in TAD #1 – Downtown from 10/31/23 to be extended until 12/31/23. A copy of the amendment agreement is a part of the minutes. The vote was unanimous in favor.

CGI COMMUNITY SHOWCASE VIDEO PROGRAM RENEWAL

The Mayor and Council reviewed the renewal agreement for CGI Communications, Inc. A Community Video Program to update video content on the City of Dalton’s website with subject matter to include, but not limited to Education, Mayoral welcome, Healthy Living, Homes/Real Estate, etc., to be placed on the City’s Website at no cost to the City. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

FIRST READING ORDINANCE 23-24

The Mayor and Council reviewed the first reading of Ordinance 23-21 To Make Findings of Fact Concerning the Public Use and Necessity of a Section of Alabama Street for Public Transportation; To Declare the Closing of Such Portion of Alabama Street; To Authorize Delivery of a Quitclaim Deed of Any Interest of The City of Dalton Except Retention of An Easement for Utility Infrastructure to Adjacent Property Owners; To Establish an Effective Date; And for Other Purposes.

ORDINANCE 23-25 – YESSICA A. SANDOVAL AND CESAR G. SANDOVAL ANNEXATION

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved Ordinance 23-25 for the request of Yessica A. Sandoval and Cesar G. Sandoval Silva to annex 0.19 acres located at 1505 Hale Bowen Drive, Dalton, Ga. into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-051). A copy of the Annexation is a part of the minutes. The vote was unanimous in favor.

APPOINTMENT OF MATT DANIEL – FIRE CHIEF

On the motion of Council member Goodlett, second Council member Farrow, the Mayor and Council appointed Matt Daniel as Chief for the Dalton Fire Department. The vote was unanimous in favor.

ANNOUNCEMENTS

City government offices will be closed Thursday, November 23, 2023 and Friday, November 24, 2023 for the Thanksgiving holidays. The City Council Meeting scheduled for Monday, November 20, 2023 has been cancelled and rescheduled for Monday, November 27, 2023.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:22 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded

Approved: _____

Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/27/23
Agenda Item: Second Reading Ordinance 23-24 Street Closing
Department: Administration
Requested By: Andrew Parker
Reviewed/Approved by City Attorney?

Cost:

Funding Source if Not in Budget

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

To Make Findings Of Fact Concerning The Public Use And Necessity Of A Section Of Alabama Street For Public Transportation; To Declare The Closing Of Such Portion Of Alabama Street; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Retention Of An Easement For Utility Infrastructure To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

**CITY OF DALTON
ORDINANCE**

ORDINANCE NO. 23-24

To Make Findings Of Fact Concerning The Public Use And Necessity Of A Section Of Alabama Street For Public Transportation; To Declare The Closing Of Such Portion Of Alabama Street; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Retention Of An Easement For Utility Infrastructure To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes

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

SECTION 1

Upon inquiry and after public notice and hearing, the Mayor and Council find that the below described section of Alabama Street in the City of Dalton, Whitfield County, Georgia as shown on the plat for Loner Field Subdivision prepared for Crown Cotton Mills in 1948 and recorded in Plat Book 3, Page 97 (Plat Cabinet A, Slide 103) in Land Lot 183 of the 12th District and 3rd Section and described in Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby.

SECTION 2

Notification to the sole property owner located on and adjacent to the property described above to be closed has been given, acknowledged by such property owner who has filed the Petition to Close Road, and who consents thereto.

SECTION 3

The section of Alabama Street to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street or road purposes shall cease upon the effective date of this Ordinance except that the City of Dalton reserves any portion thereof where it maintains an easement for electrical, natural gas, water, and sewer lines through the operations of Dalton Utilities.

SECTION 4

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

SECTION 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to the contiguous owner and its successors and assigns.

SECTION 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, 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 _____, 2023.

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.

MAYOR

ATTEST:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

City Clerk
City of Dalton

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia and being that portion of Alabama Street lying between Lot Nos. 1, 2, 3, of the Loner Field Subdivision and Lot Nos. 30, 31, 32 and 36 of the Loner Field Subdivision all as being more particularly shown on a plat of survey prepared by Crown Cotton Mills dated July 1948 and recorded in Plat Book 3, Page 97 (Plat Cabinet A Slide 103), Whitfield County, Georgia Land Records, which is hereby incorporated herein by reference.

PETITION TO CLOSE ROAD

Comes now, **Hamilton Medical Center, Inc.**, a not for profit corporation, as Petitioner, and requests that the Mayor and Council of the City of Dalton, Georgia declare that the portion of Alabama Street described in the within Petition abandoned, so that said portion of said road will no longer be a part of the City Road System and the rights of the public in and to said section of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting both sides of said public road which are requested to be closed. The City has acquired title to the Property by implied dedication.

2. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned has been abandoned in fact for more than 20 years, and has not been a portion of City of Dalton road system for more than 20 years, nor has said road been expressly dedicated to the City of Dalton. The road which Petitioner requests the Mayor and Council of the City of Dalton to declare abandoned has not been maintained by the City of Dalton within the last 20 years.

3. The road which Petitioner requests the Mayor and Council of the City of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

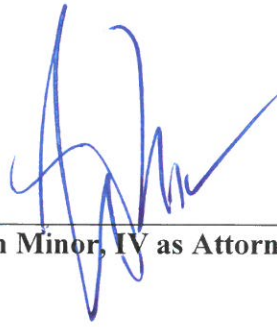
4. The Mayor and Council of the City of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (c) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road are no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

5. No part of said road which Petitioner requests to be closed is located within a part of the State Highway System.

6. Petitioner shows that the aforesaid road and the general location of said road is shown in yellow by the sketch attached hereto and marked as Exhibit "A", for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the Mayor and Council of the City of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 10th day of October 2023.



J. Tom Minor, IV as Attorney for Petitioner

The undersigned, being the person owning or having any interest in the lands through which and a portion of Alabama Street passes, as set forth in a Notice or Hearing pending before Mayor and Council of the City of Dalton, Georgia hereby acknowledges personal service of the Petition of Hamilton Medical Center, Inc., and hereby waives any and all further service and notice, and offer no objection to said portions of said road being discontinued or abandoned.

This 10th day of October 2023.

Hamilton Medical Center, Inc.

By:
Title:

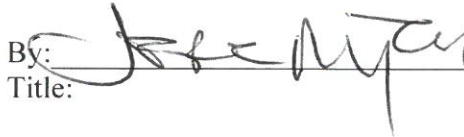
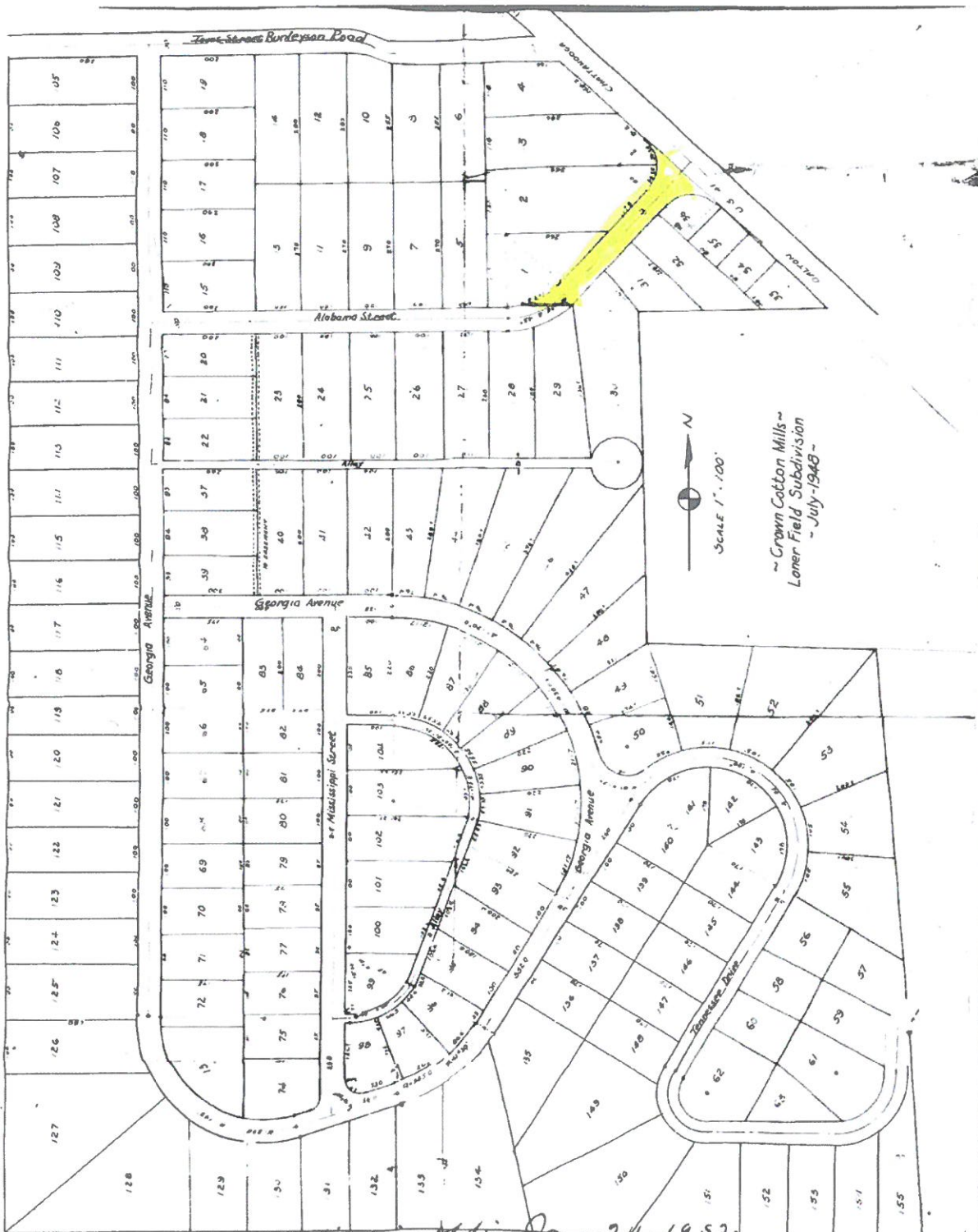


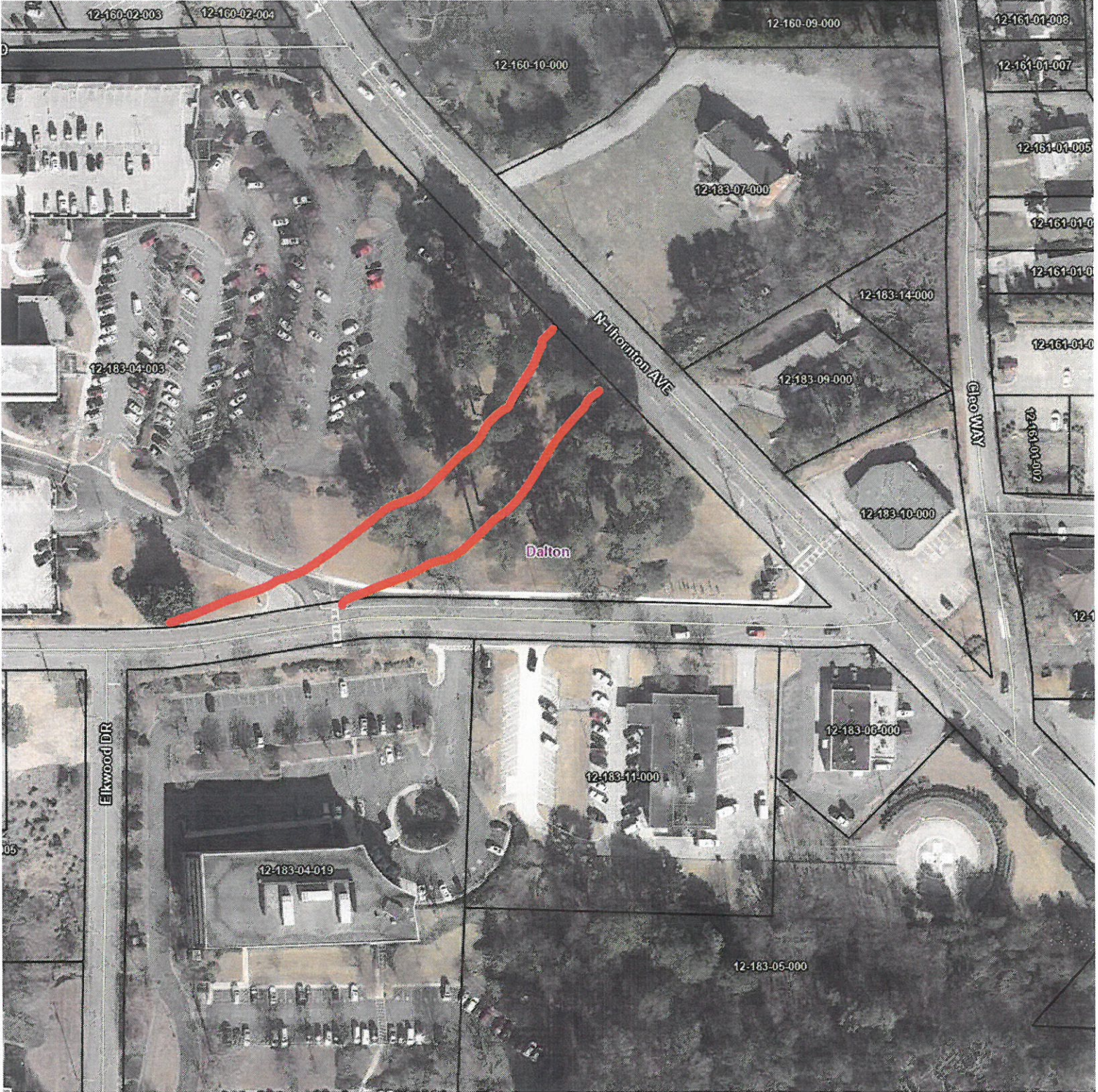
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia and being that portion of Alabama Street lying between Lot Nos. 1, 2 and 3 of the Loner Field Subdivision and Lot Nos 30, 31, 32 and 36 of the Loner Field Subdivision all as being more particularly shown on a plat of survey prepared by Crown Cotton Mills dated July 1948 and recorded in Plat Book 3 Page 97 (Plat Cabinet A Slide 103), Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

A



Filed in office Jan. 24, 1952.
J. C. Cooper, etc



[Space above this line for recording data.]

Please Record and Return To:

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

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, _____, between the **City of Dalton, Georgia, a municipal corporation of the State of Georgia**, Grantor, and **Hamilton Medical Center, Inc.**, a Georgia non profit corporation, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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

Signed, sealed and delivered
in the presence of:

City of Dalton, Georgia

Unofficial Witness

By: _____
Mayor

Notary Public

Attest: _____
Clerk

My commission expires:

[Notarial Seal]

[Seal]

CITY ADMINISTRATOR
P. ANDREW PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
aparker@daltonga.gov
www.daltonga.gov




MAYOR
DAVID PENNINGTON

CITY COUNCIL
DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Chad Townsend, Public Works Director
Cliff Cason, Police Chief
Mike Russell, Interim Fire Chief
Terry Miller, City Attorney
John Thomas, Dalton Utilities

CC: Andrew Parker, City Administrator
Todd Pangle, Asst. City Administrator

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
Hamilton Medical Center – Alabama Street

DATE: October 17, 2023

Enclosed for your consideration is a Street Closing request from Hamilton Medical Center for the discontinuance and abandonment of a portion of Alabama Street, lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia, and now running through lands of Hamilton Medical Center, Inc.

Please review the enclosed documents and return written comments stating approval and/or concerns to this office within ten (10) days. The property in question will be posted and a public notice advertised beginning October 20, 2023. A first reading on the closing request will be held at the November 6, 2023 Mayor and Council meeting followed by a second reading on November 27, 2023.

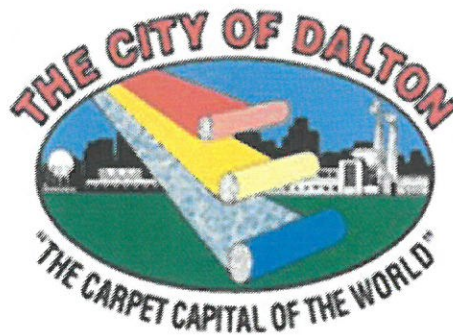
Thank you for your assistance in this process and please email or call me should you have any questions.

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

ctownsend@daltonga.gov

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
FAX: (706) 278-1847



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: KIMBERLEY WITHEROW

CC: ANDREW PARKER, CITY ADMINISTRATOR

FROM: CHAD TOWNSEND, PUBLIC WORKS DIRECTOR

**RE: STREET CLOSING/QUIT CLAIM REQUEST
AN UNOPENED PORTION OF ALABAMA STREET**

DATE: OCTOBER 18, 2023

Please be advised that the Public Works Department has no objections to the closing and quit claim of the unopened portion of Alabama Street, bound to the Northeast by Thornton Road and to the Southwest by Memorial Drive and as described in the exhibits provided in the road closure petition.

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Anthony Walker
Truman Whitfield
Alex Brown

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085

Date: November 2, 2023

To: City Administrator, Andrew Parker

CC: Cliff Cason, Chief of Police

From: Assistant Chief Chris Crossen

RE: Street Closing of Unopened Portion of Alabama Street

Mr Parker:

I have reviewed the request to close an unopened section of Alabama St. The closing of this unopened portion of roadway will have no impact on Dalton Police Department's ability to provide law enforcement services in this area and I have no objection to the closing.

Sincerely,

A handwritten signature in blue ink that reads "Chris Crossen".

Chris Crossen
Assistant Chief of Police

MIKE RUSSELL
Interim Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mrussell@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Anthony Walker
Alex Brown

October 18, 2023

RE: Street Closing Request of a Portion of Alabama Street

The Dalton Fire Department has no objection and approves the Street Closing request from Hamilton Medical Center for the discontinuance and abandonment of a portion of Alabama Street, lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia, and now running through lands of Hamilton Medical Center, Inc.

Mike Russell



October 20, 2023

Mr. David Pennington
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

**RE: Street Closing/Quit Claim Request
Hamilton Medical Center – Alabama Street**

Dear Mayor Pennington:

As requested in your October 17, 2023, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for Alabama Street. It is our understanding that this road has been abandoned for over 20 years. I have attached a screenshot from our GIS mapping system showing nearby existing utility infrastructure in the vicinity of this road closure request. Dalton Utilities fully supports closure of this abandoned road and would only request that any utility infrastructure within the old road right-of-way be granted a permanent easement as part of the road closure. It does appear that there is an existing sewer main that runs along or parallel to this section of right-of-way and that line needs to remain in service as it provides service to the surrounding area.

We appreciate the opportunity to provide feedback regarding this road closure request and trust that this response is helpful to your review of this closure request. If you need additional information regarding this matter please don't hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com.

Sincerely,

A handwritten signature in black ink that reads "Mark Buckner". The signature is written in a cursive, flowing style.

Mark Buckner







CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/27/2023

Agenda Item: Resolution 23-24 - Election Results Certification

Department: City Clerk

Requested By: Bernadette Chattam

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

Resolution 23-24 - Election Results Certification of the November 7th, 2023 general election. Runoff election results for Dalton School Board position held by John Tulley Johnson will be certified after the December 5th, 2023 runoff election.

RESOLUTION 23-24

CITY OF DALTON, WHITFIELD COUNTY, STATE OF GEORGIA

The Mayor and Council of the City of Dalton, Georgia in regular meeting duly assembled on Monday November 7, 2023, for the purpose of declaring the results of the City of Dalton Regular Election held on Tuesday, November 7, 2023 after consolidation of the returns of this election, do hereby declared the results of the same as follows:

- FOR City Council Ward 1:
Dennis Mockreceived 2350 votes.

- FOR City Council Ward 2 (Special):
Nicolas “Nicky” Lamareceived 1656 votes.
Tyler J. Mitchellreceived 509 votes.
Peter Pociaskreceived 435 votes.

- FOR City Council Ward 3:
Tyree Goodlett (I)received 2327 votes.

- FOR Mayor:
Annalee Harlan Samsreceived 1906 votes.
Jason Burginreceived 65 votes.
Tom Causbyreceived 819 votes.

- FOR Dalton Board of Education (McClurg):
Jody McClurg (I)received 2312 votes.

- FOR Dalton Board of Education (Sanders):
Sam Sanders (I)received 2269 votes.

We declare **Dennis Mock** as duly elected Councilmember Ward 1, **Nicolas “Nicky” Lama** as duly elected Councilmember Ward 2, **Tyree Goodlett** as duly elected Councilmember Ward 3 as Council Members of the City of Dalton, and **Annalee Harlan Sams** as Mayor of the City of Dalton and;

Jody McClurg, and **Sam Sanders** as duly elected Dalton Board of Education Members.

This the ____ day of _____, 2023.

David Pennington III, Mayor

Nicky Lama, Councilmember

Tyree Googlett, Councilmember

Steve Farrow, Councilmember

Bernadette Chattam, CMC
City Clerk

Election Summary Report

General Election

Whitfield

November 07, 2023

Precincts Reported: 23 of 23 (100.00%)

Registered Voters: 5,922 of 60,420 (9.80%)

Ballots Cast: 5,922

Mayor - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	2,820 / 17,549	16.07%

Candidate	Party	Total
Jason Burgin		65
Tom Causby		819
Annalee Harlan Sams		1,906
Total Votes		2,790

	Total	
Unresolved Write-In	4	

Alderman Ward 1 - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	2,820 / 17,549	16.07%

Candidate	Party	Total
Dennis Mock (I)		2,350
Total Votes		2,350

	Total	
Unresolved Write-In	37	

Special Alderman Ward 2 - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	2,820 / 17,549	16.07%

Candidate	Party	Total
Nicolas "Nicky" Lama		1,656
Tyler J. Mitchell		509
Peter Pociask		435
Total Votes		2,600

	Total	
Unresolved Write-In	10	

Alderman Ward 3 - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Tyree Goodlett (I)		2,327	
Total Votes		2,327	
		Total	
Unresolved Write-In		23	

Muni Board of Education (Johnson) - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
John "Tulley" Johnson (I)		1,237	
Laura Orr		1,104	
Pablo Perez		391	
Total Votes		2,732	
		Total	
Unresolved Write-In		5	

Muni Board of Education (McClurg) - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Jody McClurg (I)		2,312	
Total Votes		2,312	
		Total	
Unresolved Write-In		37	

Muni Board of Education (Sanders) - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Sam Sanders (I)		2,269	
Total Votes		2,269	
		Total	
Unresolved Write-In		51	

Homestead Exemption - 65 Yrs or Older - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Yes		2,380	
No		319	
Total Votes		2,699	
		Total	
Unresolved Write-In		0	

Homestead Exemption - 70 Yrs or Older - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Yes		2,319	
No		354	
Total Votes		2,673	
		Total	
Unresolved Write-In		0	

Independent School District Homestead Exemption - 65 Yrs or Older - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Yes		2,224	
No		404	
Total Votes		2,628	
		Total	
Unresolved Write-In		0	

Independent School District Homestead Exemption - 70 Yrs or Older - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		2,820 / 17,549	16.07%
Candidate	Party	Total	
Yes		2,190	
No		435	
Total Votes		2,625	
		Total	
Unresolved Write-In		0	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/27/2023

Agenda Item: Demolition Agreement & Easement for 313 N Glenwood Ave

Department: Administration

Requested By: Todd Pangle

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:

Demolition Agreement and Easement for abandoned and dilapidated signage located at 313 N. Glenwood Ave.

Return To:
Terry L. Miller
Mitchell & Mitchell, P. C.
108 S. Thornton Ave.
P. O. Box 668
Dalton, GA 30722-0668

Cross Index: Deed Book 06678, Page 0261-0262

Georgia, Whitfield County

DEMOLITION AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered, by and between the City of Dalton (“City”), a Georgia municipal corporation, and Gopalakrishnan Nair Govinda Pillai (“Owner”), witness the following:

RECITALS

The City claims that the sign structure (shown by photo in Exhibit “B”), referred to herein as “the Sign” located at 313 North Glenwood Ave. Dalton, Georgia, with the following legal description:

[SEE EXHIBIT “A” ATTACHED]

Tax Parcel I. D. # 12-219-28-008

is abandoned and/or dilapidated (hereafter “the Property”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instanter because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the

public's health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

2. Consideration by City. The City, its agents and representatives agree to do the following:

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$300.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: P.O. Box 6341, Dalton Georgia 30721

Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the

City may reasonably require to perform the work safely. Owner agrees that the Sign or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2(d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

(e) Owner waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Owner fails to pay same, any lien filed against the Property in conjunction therewith.

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

(h) The Owner, his agents and representatives release the City, its agents and assigns from all claims, demands, suits, judgments, and/or causes of action of any kind arising out of the City's actions taken pursuant to this Agreement. The Owner shall indemnify and hold the City harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witnesses fees, cost of defending any such action or claim, or appeals, arising out of the City's actions taken pursuant to this Agreement.

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth. The parties voluntarily enter into this Agreement.

6. Integration. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

8. Successors & Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated 11-13-~~22~~, 2023.

Dated 11-13 2023.
City of Dalton

[Signature]
By:

By:
Its:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires:



Deed Doc: WD
Recorded 10/24/2018 12:22PM
Georgia Transfer Tax Paid : \$89.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06678 Pg 0261-0262
PL1002921

RETURN TO:

L. STEPHEN KELEHEAR
LITTLE, BATES & KELEHEAR, P.C.
PO BOX 488
DALTON, GA 30722-0488

STATE OF GEORGIA
COUNTY OF WHITFIELD

WARRANTY DEED

THIS INDENTURE, made the 24th day of October, 2018, between **Miguel Angel Silva** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **Gopalakrishnan Nair Govinda Pillai** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

All that tract or parcel of land lying and being in land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, lying in the City of Dalton, and being more particularly described as follows:

BEING City Lot No. 82 and 5 feet off of the south side of City Lot No. 84, being a total of 55 feet fronting East on North Depot (Glenwood Avenue) and running back a uniform width of 150 feet, more or less to Flour Mill Drive.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in **FEE SIMPLE** (except as may be limited herein).

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT AND DEFEND** all right, title and interest in and to the said premises and the quite and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.


THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

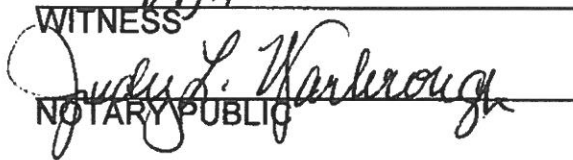
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above-written.



Miguel Angel Silva (SEAL)

Signed, sealed and delivered
this 24th day of October, 2018,
in the presence of:



WITNESS


NOTARY PUBLIC

Judy L. Yarbrough
Notary Public, Whitfield County, Georgia
My Comm. Expires 04/07/2021



2023/10/26 09:15

Deed Doc: WD
Recorded 10/24/2018 12:22PM
Georgia Transfer Tax Paid : \$89.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06678 Pg 0261-0262
PL1002921

RETURN TO:

L. STEPHEN KELEHEAR
LITTLE, BATES & KELEHEAR, P.C.
PO BOX 488
DALTON, GA 30722-0488

STATE OF GEORGIA
COUNTY OF WHITFIELD

WARRANTY DEED

THIS INDENTURE, made the 24th day of October, 2018, between **Miguel Angel Silva** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **Gopalakrishnan Nair Govinda Pillai** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

All that tract or parcel of land lying and being in land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, lying in the City of Dalton, and being more particularly described as follows:

BEING City Lot No. 82 and 5 feet off of the south side of City Lot No. 84, being a total of 55 feet fronting East on North Depot (Glenwood Avenue) and running back a uniform width of 150 feet, more or less to Flour Mill Drive.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in **FEE SIMPLE** (except as may be limited herein).

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT AND DEFEND** all right, title and interest in and to the said premises and the quite and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

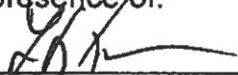
THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above-written.

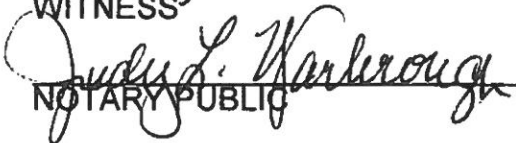


Miguel Angel Silva (SEAL)

Signed, sealed and delivered
this 24th day of October, 2018,
in the presence of:



WITNESS



NOTARY PUBLIC

Judy L. Yarbrough
Notary Public, Whitfield County, Georgia
My Comm. Expires 04/07/2021

CITY OF DALTON
 P.O. BOX 1205
 DALTON, GEORGIA 30722
 PHONE: 706-278-9500
code@daltonga.gov
www.daltonga.gov



CODE COMPLIANCE

Date: 10/26/2023

PILLAI GOPALAKRISHNAN NAIR GOVINDA
 P O Box 6341
 DALTON, GA 30721

Reference Address: 313 N Glenwood Ave, Dalton, GA, 30721
 Parcel #: 12-219-28-008

NOTICE OF VIOLATION

Owner and/or Occupant,

On or about 10/26/2023, at approximately 10:58:44 the property located at 313 N Glenwood Ave, Dalton, GA, 30721 was inspected due to visible violations observed by a Code Compliance Inspector from the public roadway. Upon inspection of the above referenced property it was determined the property is not within compliance of the International Property Maintenance Code (City of Dalton Code of Ordinances Code Section 22-3 and 22-96).

The following issues are in non-compliance and should be addressed immediately. The owner and/or occupant has 30 working days from the date of this letter to come within, or have scheduled to come within, compliance.

Municipal Code: Signs; Abandoned Article VI 6.3

Description: Nonconforming signs which have been abandoned, shall be removed in their entirety by the record owner of the building or the person who obtained the sign license, whichever owns the sign or portion thereof, within 90 days after the business using the sign closes or ceases to operate on the premises where the sign is located.

Resolution: The upright sign has been abandoned as the establishment has not been conducting business at this location in over 90 days.

Remove sign within 90 days of business closure or ceasing operations on premises or 30 days after notice.

Municipal Code: Sec 6-2 Signs, Deterioration

Description: Nonconforming signs which have been allowed to deteriorate so as to constitute either an aesthetic nuisance or a safety hazard are subject to removal pursuant to article VIII of this ordinance. A sign shall be deemed to be deteriorated if the paint on its face is faded, cracked or peeling, if removable letters on the changeable copy board are missing or in disarray, if plastic panels are missing, broken or stained, if the sign face or its supporting frame work is rusty or in need of paint, if the area surrounding the sign base is not maintained and kept free of weeds and debris, or if the sign is in need of structural repair.

Resolution: Facade Sign is cracked and peeling.

Repair and maintain sign as to not constitute an aesthetic nuisance or safety hazard.

Additional Notes:

This notice is Not a Court Summons and No Civil fines are applicable at this time. By signing below you are Only acknowledging receipt of this letter.

Received By: _____ Date: 10/26/2023 Time: 10:58:44


Code Compliance Inspector: Dan Lewallen

Your immediate attention to the above matter is greatly appreciated. Failure to correct the stated violations could result in a court summons and civil penalties.

Please direct all inquiries regarding this matter to the below listed Inspector.

Dan Lewallen

City Of Dalton
Code Compliance Inspector
300 W Waugh Street
PO Box 1205
Dalton, Georgia 30722
(706)529-8769

Photo	Details
	<p>Title: Deteriorated and Abandoned Signs</p> <p>Date: Oct 26, 2023 10:55</p> <p>Uploaded by: Dan Lewallen</p>

QUOTATION

Bill Holden Construction, Inc.
2515 South Dixie Hwy
Dalton, GA 30720

Phone: 706-277-2734
Fax: 706-279-1318

CUSTOMER

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722-1205

QUOTE

1608

DATE

11/8/2023

JOB LOCATION

313 N Glenwood Ave
Dalton, GA 30721

DESCRIPTION	QTY	RATE	AMOUNT
30-Ton Boom Truck Rental Service for sign removal at 313 N Glenwood Ave, Dalton, GA 30721	4	125.00	500.00

We appreciate the opportunity to work with you!

QUOTE TOTAL \$500.00

- Bill Holden Construction, Inc. assumes no responsibility for site preparation and/or site damage.
- It is the customer's responsibility to provide clear access to the site for which work is to be completed. This will include but is not limited to blocking parking meters off, and/or barricades to make room for necessary staging of crane, trucks and trailers and ingress and egress to the area where work is to be performed.
- Bill Holden Construction, Inc. will take limited precautions but will not be responsible for any damage to foundations, underground structures, underground utilities, curbs, gutters, concrete slabs, sidewalks, driveways, roads, parking lots, pavement, yards, sprinklers, landscaping, trees or shrubs and any other damageable surfaces due to their structural integrity being insufficient to withstand the weight of our equipment.
- Any damage to tires or wheels due to jobsite conditions will be the responsibility of the Lessee.
- Others are to provide and maintain a clear, firm site with backfill in place and leveled to approximate grade suitable for operation of the equipment.
- Bill Holden Construction, Inc. is not providing radios and/or signalmen in this quote.
- Lessee agrees to provide competent and experienced personnel to signal/direct crane.

Signature: _____ Printed Name: _____

Date: _____ Title: _____ Purchase Order #: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11-27-2023
Agenda Item: Municipal Court Trade Center Contract
Department: Municipal Court
Requested By: Jason James
Reviewed/Approved by City Attorney? Yes
Cost:
Funding Source if Not in Budget Budgeted

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

The item is to renew the contract to hold Municipal Court at the Trade Center for January to June 2024.

**ADDENDUM TO LICENSE AGREEMENT
DALTON CONVENTION CENTER
FULL CONTRACT**

Notwithstanding anything to the contrary in the foregoing License Agreement Dalton Convention Center Full Contract by and between the Dalton Convention Center, as Licensor, and Dalton Municipal Court, as Licensee, for Contract #'s 16303, 16356, 16357, 16358, 16359, and 16360, the parties agree that the below written terms shall be added to and/or deleted from the designated sections of the License Agreement as follows:

-1-

Under Section I "Specific Terms of License" add at the end of Subsection H. " Special Conditions" the following:

"—Licensee shall be permitted to place a small safe in the closet of the room used for courtroom purposes during the lunch recess on any court day. Licensee waives and releases any claim against Licensor for any loss of contents."

-2-

Under Section II. "General Terms And Conditions" in Subsection II. strike sections A. and C. in their entirety and renumber sections B. and D. thereof as Sections A. and B., respectively.

This _____ day of November, 2022.

Licensor:

Dalton Convention Center
As Agent

Sign: _____
Name: Doug Phipps

Title General Manager

Licensee:

Dalton Municipal Court

Sign: _____

Print: _____

Title: _____



Contract #: 16303, 16356, 16357, 16358, 16359, 16360
Salesperson: Ragan, Kelly

**LICENSE AGREEMENT
 DALTON CONVENTION CENTER
 FULL CONTRACT**

THIS LICENSE AGREEMENT (the "Agreement") made October 4, 2023, by and between the Dalton Convention Center, located in Dalton, Georgia ("Licensor"), having an office at 2211 Tony Ingle Parkway Dalton, GA 30720, and **Dalton Municipal Court** ("Licensee") having an address at **P.O. Box 1205, Dalton, Georgia, 30722**

WHEREAS, the Northwest Georgia Trade & Convention Center Authority ("Owner") owns the Center.

INTENDING TO BE LEGALLY BOUND, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Specific Terms of License.

A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:

#16303

Date	In Time	Out Time	Function	Room	Setup
(Monday) 01/08/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Thursday) 01/11/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Thursday) 01/18/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 01/22/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

#16356

Date	In Time	Out Time	Function	Room	Setup
(Monday) 02/05/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 02/12/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 02/19/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 02/26/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

#16357

Date	In Time	Out Time	Function	Room	Setup
(Monday) 03/11/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 03/18/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 03/25/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

#16358

Date	In Time	Out Time	Function	Room	Setup
(Monday) 04/01/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 04/15/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 04/22/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 04/29/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

#16359

Date	In Time	Out Time	Function	Room	Setup
(Monday) 05/06/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 05/13/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 05/20/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

Licensee Initial: _____

#16360

Date	In Time	Out Time	Function	Room	Setup
(Monday) 06/03/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 06/10/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 06/17/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom
(Monday) 06/24/24	08:00 AM	05:00 PM	City Court	Lecture Hall/Coat Check	Custom

- B. PURPOSE OF LICENSE: For the sole purpose of holding the **Dalton Municipal Court**
- C. EXPECTED ATTENDANCE: **200/event**
- D. DEPOSIT: **Deposit Waived *see Section H***
- E. LICENSE FEE: **\$452.60/day See Section H** plus reimbursement of Event expenses, per Section 5 of the General Terms and Conditions. Per Section 5, any food and beverage shall be provided at an additional cost, and is not included within the license fee.
- F. FOOD MINIMUM: **N/A** (such amount is to be paid in addition to the License Fee and other fees set forth herein; does not include 20% service charge or sales tax.)
- G. PAYMENT TERMS: The deposit shall be due according to the following schedule:

Payment Type	Payment Order	Due Date	Amount Due
Initial Deposit	1	Deposit Waived	N/A
Final Payment	2	01/22/24	\$2,690.40 + additional equipment and services ordered, service charge and sales tax.
Final Payment	3	02/26/24	\$2,690.40 + additional equipment and services ordered, service charge and sales tax.
Final Payment	4	03/25/24	\$2,017.80 + additional equipment and services ordered, service charge and sales tax.
Final Payment	5	04/29/24	\$2,690.40 + additional equipment and services ordered, service charge and sales tax.
Final Payment	6	05/20/24	\$2,017.80 + additional equipment and services ordered, service charge and sales tax.
Final Payment	7	06/24/24	\$2,690.40 + additional equipment and services ordered, service charge and sales tax.

The balance of the license fee, reimbursable expenses and food and beverage fees shall be paid prior to the Event, no later than ten (10) days prior to event move in.

- H. SPECIAL CONDITIONS:
 - Deposit is waived in lieu of signed contract received by November 7, 2023.
 - Licensor is still operating and functioning for other events during the time of Licensee's events and, should additional business be booked on the same day as Licensee's event(s), the set guidelines listed below will be reevaluated and updated if deemed necessary.
 - Licensee is permitted to utilize the Coat Check space for their event along with the tables, with pipe & drape, outside of the Lecture Hall entrance. Licensee's holding area for their event will be inside the Lecture Hall. Any additional space needed for Licensee's event beyond what is listed above will incur an additional charge.
 - Licensor is discounting the Lecture Hall room rental from \$650.00/day to \$452.60/day.
 - No smoking outside of the facility will be permitted.
 - In the event that Licensor has another client looking to book a large portion of our facility on one of Licensee's event days, Licensor reserves the right to meet with Licensee prior to said event day(s) to discuss other room options at Licensor's facility for Licensee's event.
 - Licensee must provide a minimum of (2) officers for each event day.
 - Licensee's cameras must be removed from the Lecture Hall and Upper Concourse at the end of each event day.
 - Licensor is not liable for any of Licensee's items stored onsite during Licensee's time at Licensor's facility.
 - Licensee must provide copy of liability insurance no later than (10) days prior to Licensee's first event.

Licensee Initial: _____

- Licensee operates under direction from the State Chief Justices as it relates to operating during the pandemic. In the event that the Chief Justice requires courts not to hold in-person appearances due to the pandemic, force majeure would apply.
- Licensee would have (60) days prior to the event date to cancel their event.

Equipment included in License Fee:

- One-time room set.
- One podium with wired microphone (House PA System).
- One 8' skirted table and two chairs for registration.
- Four 8' skirted table and two chairs for solicitor's area.
- One high-top table for check-in.
- Licensor shall provide daily cleaning of premises throughout tenancy, including lobbies and restrooms.

Additional Rental Equipment:

- Wired microphone = \$25/microphone.
- 8' black pipe and drape = \$3/foot.
- Digital Mixer = \$75/mixer.

*Additional equipment or services will incur additional charges; Rate sheet for equipment and services available upon request.

*All food and beverage purchases are subject to 20% service charge and applicable sales tax, or tax-exempt certificate.

THE ABOVE TERMS ARE SUBJECT IN ALL RESPECTS TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO, WHICH ARE INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their authorized representatives on the date set forth below.

Licensor:

**Dalton Convention Center
As Agent**

Sign: _____

Name: Doug Phipps

Title: General Manager, Dalton
Convention Center

Date: _____

Licensee:

Dalton Municipal Court

Sign: _____

Print: _____

Title: _____

Date: _____

Licensee Initial: _____

II. GENERAL TERMS AND CONDITIONS

1. **Grant of License; Premises.** Subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the right and license to use the rooms/space described in Section I.A, located within the Center (the "Premises") for the limited purpose of holding the event described in Section I.B (the "Event"), and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Center besides the Premises, except for the privilege of ingress and egress through the public corridors in the Center, on a non-exclusive basis, as necessary to utilize the Premises. Unless agreed otherwise in writing by Licensor, the Event is by "invitation only" and will not be open to the public.
2. **Dates of Use.** Unless this License Agreement (the "Agreement") is earlier terminated pursuant to the provisions hereof, Licensor grants to Licensee the right to use the Premises for the Event on the date(s) and time(s) set forth in Section I.A (the "Term"). The Term may not be extended by Licensee without obtaining Licensor's prior written permission (which permission may be withheld in Licensor's sole discretion). In the event the Term is extended pursuant to the preceding sentence, Licensee shall be responsible for any additional fees and costs required by Licensor in connection therewith.
3. **Duties of Licensor.** Except as may be otherwise specified in Section I.H, Licensor shall, at the sole cost and expense of Licensee, provide (or cause to be provided), any and all personnel as may be required by Licensor (in its sole discretion) to properly staff the Center for the Event and for the proper and safe presentation of the Event, including without limitation personnel to set up and take down the event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, badge checkers, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, internet technology staff, box office staff, ticket takers, concession and catering staff and other necessary support services customarily provided by Licensor for a like event, as applicable, and additional items, equipment, personnel and services (such as telephone, internet and other services and utilities) which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, all of which shall be subject to the approval of Licensor. It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Center events and activities.
4. **Non-Refundable Deposit.** A non-refundable deposit in the amount set forth in Section I.D is due and payable to Licensor according to the payment schedule set forth in Section I.G. Such deposit shall be credited to the License Fee and reimbursable expenses described below. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. This deposit is non-refundable without regard to whether Licensee makes use of the Premises. If the deposit (or any portion thereof) is not paid on or before the due date(s) specified in I.G, Licensor may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other right or remedy available to Licensor at law or in equity arising out such breach by Licensee, including Licensor's right to recover damages.
5. **License Fee.** In consideration of the license granted hereunder, Licensee agrees to pay to Licensor (i) a license fee in the amount set forth in Section I.E, plus (ii) the "Food and Beverage Fee" as described in Section 6 below, plus (iii) reimbursement for any and all costs incurred by Licensor in connection with Licensee's use of the Premises, including, without limitation, costs incurred for the provision of the items, services and personnel described in Section 3 above. Unless otherwise set forth in Section I.G or I.H, all such fees shall be paid by Licensee prior to the Event, according to the schedule set forth in Section I.G. Any additional costs relating to changes in the event requirements shall, unless otherwise agreed by Licensor, be paid by Licensee by credit card on the day of the Event. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Licensor, payments shall be made by money order, wire transfer, or certified check. A \$30.00 charge will be added payment should a check be submitted to the Licensor and return NSF (Not Sufficient Funds).
6. **Food and Beverage.**
 - A. Licensor shall have the exclusive right to provide food and beverage services in connection with the Event. No other individual or organization is permitted to bring food or beverage products into the Center without the express written consent of Licensor.
 - B. Licensee shall pay Licensor for all food and beverage products and services provided at the Event (the "Food and Beverage Fee"), in accordance with the payment schedule set forth in Section I.G. Licensee acknowledges that the License Fee has been established based on Licensee's representation that the Food and Beverage Fee to be paid by Licensee hereunder shall be no less than the amount of the Food and Beverage Minimum set forth in Section I.F. In the event the actual Food and Beverage Fee is less than the Food and Beverage Minimum, Licensor shall have the right to increase the License Fee by an amount necessary to compensate the Center for the deficiency, as described in Section I.F and/or I.H.
 - C. No later than 10 business days prior to the Event, the work order containing the estimate of the Food and Beverage Fee shall be revised to reflect any changes in the "guaranteed" number of people attending the Event. Once such work order is entered into, Licensee shall be required to pay, at a minimum, the Food and Beverage Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise set forth in Section I.G or I.H, any remaining balance of the Food and Beverage fee not previously paid to Licensor shall be paid to Licensor by credit card on the day of the Event.
7. **Event Requirements.** Licensee shall provide to Licensor all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than ten (10) days prior to the commencement of the Term (or, if this Agreement is executed and delivered less than 10 days from the commencement of the Term, then immediately upon execution hereof). Such

instructions shall include a copy of a full and complete floor plan for any exhibit at the Event. If such instructions are not provided to Licensor by such date, or if changes are made to such instructions after they have been provided to Licensor and Licensor incurs additional costs or expenses as a result of such changes, Licensee shall be responsible for such additional costs and expenses at Licensor's prevailing rates. No set-up of any exhibits may begin without proof of approval of such floor plan by the Fire Marshal of the City or County in which the Center is located, as applicable, and by the Licensor.

8. **Advertising and Promotion.** Licensee shall not publicize, or permit to be publicized, the Event prior to execution of this Agreement by Licensor. Licensee warrants that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices (if applicable). All advertising of the Event shall be subject to the prior written approval of Licensor (which shall not be unreasonably withheld). All print and broadcast materials associated with the Event shall use the official facility name. Licensor reserves the right to display or sell, without limitation, advertising and promotions within and about the Center, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove or otherwise disturb advertising or promotions within or about the Center without the prior written consent of Licensor. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Licensee. Licensee agrees to open the Event to the public in accordance with advertised times and in compliance with Center policies.
9. **Licenses; Permits.** Licensee shall secure prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Premises for the Event, including without limitation those required by ordinances, rules and/or regulations of governmental authorities, and all licenses required by any performing arts societies such as ASCAP or BMI or SESAC for music or other copyrighted works to be utilized or displayed at the Event; provided, however, Licensee shall not be required to secure any permits for the general occupancy of the Center. Licensee shall defend, indemnify and hold harmless Licensor and the Owner from any and all claims, fees, expenses, costs or damages, including reasonable attorneys' fees and court costs, suffered or incurred by such parties in connection with any breach of this paragraph.
10. **Insurance.**
 - A. **Coverage.** Licensee shall obtain, at its own cost and expense, with insurance companies currently rated A VIII or better by Best's Key Rating Guide, commercial general liability insurance that insures all operations of Licensee contemplated by this Agreement. Such insurance shall name the Northwest Georgia Trade & Convention Center Authority as additional insureds. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, property damage and personal injury. Licensee shall also maintain, at its own cost and expense, with insurance companies currently rated A VIII or better by Best's Key Rating Guide, commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of One Million Dollars (\$1,000,000) per accident (PI and PD combined single limit). Such commercial general liability insurance shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees and any borrowed, leased or other person to whom such compensation may be payable by Licensee.
 - B. **Certificates.** Certificates evidencing insurance required pursuant to this Section 10 shall be provided to Licensor not less than thirty (30) days prior to commencement of the Term, provided that if this Agreement is executed and delivered less than thirty (30) days prior to the Term, the certificates shall be provided immediately upon execution of this Agreement. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor.
11. **Indemnity; Limitation on Liability.**
 - A. **Indemnification.** Licensee hereby agrees to indemnify, defend, and hold harmless Licensor, the Owner and the "Center", and the Northwest Georgia Trade & Convention Center Authority, and their respective officials, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys' fees) and liabilities (collectively, "Claims") arising or alleged to arise from (i) any breach of this Agreement by Licensee, (ii) any alleged or actual violation or infringement by Licensee or its employees, agents or contractors of any copyright or other intellectual property right of a third party in connection with the Event or activities occurring at the Event, (iii) the use of occupancy of the Center by Licensee, its employees, agents, contractors, exhibitors, invitees, guests or patrons, and (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons. Notwithstanding the foregoing, the obligations of Licensee in this paragraph shall not apply to the extent the Claims or Costs arise out of the gross negligence or intentional misconduct of Licensor or its employees or agents.
 - B. **Condition of Premises.** Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Premises. Licensee further agrees that the Premises shall be delivered by Licensor to Licensee "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.
 - C. **Limitation on Liability.** Licensor shall not be liable under any circumstances to Licensee or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with this Agreement, even if Licensor has been advised of the possibility of such damages. Furthermore, Licensor shall not be responsible or liable for any injury or death to person or loss or damage to property sustained by Licensee, its employees, agents, exhibitors, contractors, or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Premises, unless such injury, loss or damage is due to the gross negligence or intentional misconduct of Licensor or its employees or agents.

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. **Compliance With Laws and Rules of the Premises; Taxes.** Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Georgia, the City of Dalton and their respective agencies, as well as all rules, regulations and policies of Licensor for the use, occupancy and operation of the Premises. Licensee agrees to pay promptly all taxes assessed on its activities at the Center hereunder, including any sales tax on the payment of Licensee's fees hereunder (which shall be in addition to the amounts due hereunder).

13. **Use of the Premises.**

- A. **Duty of Care; Return of Premises.** Licensee shall use the Premises in a safe and careful manner. Licensee agrees not to do or allow to be done any act which shall mar, deface or injure any part of the Premises, nor shall Licensee change or rearrange any equipment or other property on the Premises without Licensor's prior written approval. Upon expiration of the Term, Licensee shall deliver up to Licensor the Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. Upon expiration of the Term, Licensee shall immediately remove from the Center any and all property, goods, or other effects belonging to, or brought into the Center by, Licensee, its employees, agents, contractors, representatives, guests or invitees. If Licensee fails to do so, Licensor may store or cause to be stored any such property at Licensee's expense. Alternatively, Licensor may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law, and apply the proceeds of such sale(s) in a manner determined by Licensor in its sole discretion.
- B. **Licensor Access and Control.** Licensee shall, and shall cause its employees, agents and exhibitors and contractors to, follow any and all rules, regulations and policies of the Center, including any instructions of Licensor's representatives regarding Licensee's use and occupancy of the Center. In licensing the use of the Premises to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Licensor shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Premises.
- C. **Disorderly Conduct.** Licensor reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Premises and/or the Center any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Owner on account thereof.
- D. **Other Events.** Licensee acknowledges that other events or activities may be scheduled within the Center during the Term in areas other than the Premises. Licensee acknowledges that the public parking areas surrounding the Center are not exclusive to or for the Event contemplated by this Agreement. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Premises that will disturb use of other areas of the Center by any other individual, entity, organization or event.
- E. **Broadcasting.** Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Licensor (which may be withheld in Licensor's sole discretion, and may be conditioned on Licensee paying an additional fee for the privilege to broadcast the Event, or Licensee procuring additional insurance to cover such broadcasting activities).

14. ~~**Tickets/Box Office.**~~

- A. ~~Generally. Unless otherwise agreed to in writing, Licensor shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Licensor, Licensee shall pay Licensor any additional fees described in Section 1.G. Licensor shall have complete control over the ordering, sale and distribution of tickets for the Event, as well as complete control over the box office, which will sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.~~
- B. ~~Ticket Proceeds. Licensor shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Licensor for the purposes of applying same toward payment of any balance for license fees and other fees due or to become due to Licensor, in accordance with the terms and conditions of this Agreement. The balance shall be remitted to Licensee immediately following the Event.~~
- C. ~~Sale of Tickets. Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Licensor, and that any changes in ticket prices shall require the prior approval of Licensor. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges and expenses incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons, and shall cover and be responsible for any invalid or fraudulent checks, checks returned due to insufficient funds or for any other reason, credit card penalties and similar or related penalties, fees, charges and/or expenses incurred by Licensor in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Premises, as determined by Licensor in its sole discretion.~~

- D. ~~Taxes. Licensee shall be responsible for filing of federal, state and local tax returns and the payment of all sales, admission, excise and other taxes due, if any, in connection with the Event or admissions thereto. Licensor shall have the right (but not the obligation) to collect and/or withhold any such taxes or business license fees due in connection with ticket sales, and to remit such taxes directly to the proper authority or agency.~~
- E. ~~Complimentary Tickets. Licensor reserves the right to limit the number of complimentary tickets to be issued for the Event. Unless otherwise specified in Section I above, Licensee shall provide to Licensor, free of charge, at least forty (40) complimentary tickets or admission credentials for each day of the Event. [Intentionally Omitted by Licensor].~~
15. ~~**Programs, Novelties and Merchandise.** Unless otherwise agreed by Licensor in writing, Licensor reserves the exclusive right to operate, or contract for the operation of, a coat checkroom and program, novelty and/or merchandise sales at the Event (including without limitation programs, t-shirts, CD's, books, cassette tapes, DVD's, VHS tapes, lapel pins, photographs and souvenirs), and to receive all income therefrom. [Intentionally Omitted by Licensor].~~
16. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within fifteen (15) days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate required herein by the date due hereunder, or if Licensor may suffer irreparable harm as a result of the breach by Licensee, Licensor shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Licensor terminates this Agreement due to a breach or default by Licensee, Licensor may retain as damages any fees paid by Licensee under this Agreement (including the deposit), without prejudice to any other legal rights or remedies Licensor may have.
17. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event (except as may be authorized by Section 16 above), no deposit refund shall be made. Additionally, and unless indicated otherwise in Section I.H above, Licensee shall be obligated to pay the full amount of fees contemplated to be due hereunder had the Event actually occurred, including without limitation the Food and Beverage Minimum. The parties agree that Licensor will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Licensor may have, at law or in equity, in the event of a breach or cancellation of this Agreement by Licensee.
18. **Force Majeure.** Should Licensee be unable to take possession of the Premises or present the Event due to an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by Licensor in preparing for the Event. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist threats, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any). However, Licensor and Licensee stipulate and agree that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement.
19. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Premises or any other portion of the Center in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Premises or other portions of the Center that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.
20. **Miscellaneous.**
- A. Entire Agreement; Amendments; Governing Law. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized

representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Georgia applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles.

- B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized air courier service to the addresses indicated in the opening paragraph hereof. All notices sent to Licensor shall be sent to the attention of General Manager.
- C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Premises be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Premises.
- D. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.
- E. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or dissimilar nature, unless expressly so stated in writing.
- F. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- G. Effectiveness of Agreement. This Agreement will not be effective or binding upon Licensor until it has been executed and delivered by Licensor.

[END OF AGREEMENT]

Licensee Initial: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/27/23
Agenda Item: Reappointment to the Airport Authority
Department: Administration
Requested By: Andrew Parker

**Reviewed/Approved
by City Attorney?**

Cost:

**Funding Source if Not
in Budget**

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

Reappointment of Danny Morgan to the Airport Authority for a 5-year term to expire December 31, 2028.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/27/23

Agenda Item: Airport NWGP Change Orders

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney?

Cost: \$931,816.89

Funding Source if Not in Budget General Fund

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

Phase 1 and Phase 2 Change Order Requests for Airport Ramp Rehab Project. The contractor has encountered very poor subgrade conditions on both phase 1 and 2 of the project. We have already authorized some corrective work on phase 1 of the project which is now completed. The contractor is on phase 2 of the project now, and after following the geotechnical engineer's recommendation, the soil still failed the proof roll test which has to pass before paving can be installed. We will be eligible for federal reimbursement of 90% of the cost.



11/27/2023

NWGP, Inc.
 P.O. Box 578
 Calhoun, GA 30703
 Office: (706) 383-5314
 Fax: (706) 383-5315
 Cell: (770) 542-8872
 E-Mail: emcmanus@nwgpinc.com

Dalton Airport Rehabilitation
 Dalton, GA

Phase 1 Change Order Requests

ITEM NUMBER	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	TOTAL PRICE
	Change Order #1					\$ 3,906.55
	Concrete Curb and Flume Removal	1.00	LS	\$ 3,906.55	\$ 3,906.55	
	Time Extension Request				1 Day	
	Change Order #2					\$ 6,390.00
	Additional Soil Cement Mix Depth 6"	600.00	SY	\$ 7.50	\$ 4,500.00	
	Additional Cement- Billed Under Item #17	9.00	CY	\$ 210.00	\$ 1,890.00	
	Time Extension Request				1 Day	
	Change Order #3					\$ 80,716.48
	Excavate and Haul off 36" of material- Billed under Item #10	428.00	CY	\$ 94.00	\$ 40,232.00	
	Geotextile Fabric	400.00	SY	\$ 5.50	\$ 2,200.00	
	#3 Stone	490.01	TONS	\$ 78.13	\$ 38,284.48	
	Time Extension Request-10-18 thru 10-30				12 Days	
	Change Order #4					\$ 1,850.00
	GPS Model/ Grade Change/ Layout	1.00	LS	\$ 1,850.00	\$ 1,850.00	
	Time Extension Request 9-20 thru 10-9 (19 Days)				19 Days	
	Change Order #5					\$ 107,804.00
	Excavate and Haul off pipe spoils- Billed under item #10	506.00	CY	\$ 94.00	\$ 47,564.00	
	Backfill with Asphalt Millings	1004.00	TONS	\$ 60.00	\$ 60,240.00	
	Time Extension Request (2 Days)				2 Days	
	Total Phase 1 Change Order Requests					\$ 200,667.03
	Proposed Time Extension					35 days

Signed: Eli McManus
 Eli McManus, Project Manager
 NWGP, Inc.
 P.O. Box 578
 Calhoun, GA 30703
 Office: (706) 383-5314, ext. 150
 Fax: (706) 383-5315
 Cell: (770) 542-8872
 E-Mail: emcmanus@nwgpinc.com

Date: 11/27/2023



11/21/2023

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 Calhoun, GA 30703
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Dalton Airport Rehabilitation
 Dalton, GA

GeoHydro Field Report dated 11-21-23

ITEM NUMBER	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	TOTAL PRICE
28,812 SF	Option A- Undercut 36"- Install #3 Stone on Fabric- Cap with 8" GAB					
	Excavate and Haul off 36" of material	3201.00	CY	\$ 94.00	\$ 300,894.00	
	Geotextile Fabric- 2 layers	6402.00	SY	\$ 5.50	\$ 35,211.00	
	#3 Stone	4482.00	TON	\$ 78.13	\$ 350,178.66	
	Install 8"GAB- 4" Included in Contract	705.00	TON	\$ 63.64	\$ 44,866.20	
					Budget	\$ 731,149.86
43,340 SF	Option #B- Soil Cement 18" @ 120 lbs. per/sy					
	Haul off material	200.00	CY	\$ 94.00	\$ 18,800.00	
	Additional GAB- Highly Unstable Areas-	530.00	TON	\$ 63.64	\$ 33,729.20	
	Install 4" GAB- Included in Contract					
	Soil Cement 18"	4816.00	SY	\$ 22.50	\$ 108,360.00	
	Cement	289.00	TON	\$ 210.00	\$ 60,690.00	
	LAYOUT- SOIL CEMENT AREAS	1.00	LS	\$ 1,500.00	\$ 1,500.00	
					Budget	\$ 223,079.20
	Actual Quantities will be verified in the field					
	Waterline relocation, replacement, repair is excluded					
	Proposed Time Extension					30 Days

Signed: Eli McManus
 Eli McManus, Project Manager
 NWGP, Inc.
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 Cell: (770) 542-8872
 E-Mail: emcmanus@nwgpinc.com

Date: 11/21/2023