



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 01, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:30 P.M. – COUNCIL CHAMBER

1. Review of Agenda

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

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Special Recognition:

2. Fire Department Firefighter of the Year Recognition

Minutes:

3. Mayor and Council Work Session Minutes March 18, 2019
4. Mayor and Council Regular Meeting Minutes March 18, 2019

Unfinished Business:

5. Dalton-Whitfield Planning Commission Recommendation:
Ordinance 19-01
The Request of Brass Holdings to annex a tract of land totaling 3.14 acres, zoned High-Density Residential (R-7) and located at 1556 Crow Valley Road into the City of Dalton (Parcel 12-147-01-001).

New Business:

6. (2) 2019 Alcohol Beverage Applications
7. Professional Services Agreement with Southeastern Engineering, Inc. for Guardrail Replacements/Installations at Various Locations
8. HVAC Renewal Agreement with EMCOR for 100 S. Hamilton Street
9. Contract for City Attorney Services

Supplemental Business:

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/1/2019

Agenda Item: Fire Department Firefighter of the Year Recognition

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? N/A

Cost: \$0

Funding Source if Not in Budget N/A

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

Dalton Fire Department would like to recognize our 2018 Firefighter of the Year, Engineer Dale Reed.

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
tpangle@cityofdalton-ga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Bill Weaver
Keith Whitworth
Terry Mathis
Kenneth E. Willis
Anthony Walker

2019 Firefighter of the Year Engineer Dale Reed

On behalf of Dalton Fire Department and its personnel I would like to recognize Engineer Dale Reed as the 2018 Firefighter of the Year. Engineer Reed has been a member of Dalton Fire Department since July 2011. During his time with the department, he has proven to be a valuable asset through his tireless work ethic and drive to become a better firefighter.

During recruit schools, Engineer Reed, with the assistance of others, leads the physical training sessions every morning during the fifteen week program. This requires a level of commitment that speaks to his loyalty to our department. His desire to be physically fit and help others do the same is evident in the fact that he assumes a role in leading his assigned company every shift in physical training.

He has become very involved in training candidates within our department for the Georgia Smoke Diver program. He works with them weeks prior to the class, working on drills and other tasks that they will face during the course. These drills typically have to be done during the afternoon hours, on weekends, or after regularly scheduled training and activities have been completed. Dale also assisted in preparing and teaching a class delivered by members of our department at both the Metro Atlanta Firefighter Conference and Walker County Fire Department. Engineer Reed is only able to do these things by pushing himself and attending classes to expand his own knowledge in our profession.

Over the past year, Engineer Reed has been involved in two incidents that resulted in unit citations. One of these incidents was during a fire at an apartment complex in which the company he is assigned to rescued a female from a second story balcony whose exit was cut off by fire. The second incident occurred during a flash flood in which a male was caught in flood waters of a creek and was unable to get to safety. Although he was working as a member of a team, his company officer stated Engineer Reed performed exceptionally under the intense pressure of both incidents.

Engineer Reed sets the example for others to follow and is humble in his approach and demeanor. For all of these reasons, Engineer Reed has been nominated and voted on by his peers as Dalton Fire Department's 2019 Firefighter of the Year.

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
MARCH 18, 2018

The Mayor and Council held a Work Session this evening beginning at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, Attorney Jonathan Bledsoe and several department heads.

AGENDA REVIEW

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

POLICE DEPARTMENT SOFTWARE CONTRACT WITH THOMPSON REUTERS

Assistant Chief Chris Crossen informed the Mayor and Council the CLEAR software will be used as a tool for crime analysis and investigation of individuals suspected of criminal involvement.

AIRPORT GRANT PAYMENT REQUEST FOR AIRPORT CONTRACT

CFO Cindy Jackson informed the Mayor and Council that the payment is an overrun for a change order not obtained in the amount of \$12,095.00. Jackson further stated the overrun was approved by the Authority Chair. Council member Denise Wood strongly stated that any change order will first have to be approved by the Mayor and Council for any department. The Council agreed.

INTRODUCTION

Debbie Long introduced newly hired Margaret Thigpen as the Director of Tourism at Dalton Convention Center.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:45 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 18, 2019

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

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no public commentary.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

SPECIAL RECOGNITION

Recognition of Alan Jewell's Service to the Dalton Housing Authority David McKone from the Housing Authority recognized Alan Jewell's 10 years of service as a Board Member on the housing Authority and awarded him a plaque.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of March 4, 2019. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 19-06 ALCOHOL LICENSE AGE REQUIREMENTS

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council adopted Ordinance 19-06 Alcohol License Age Requirements to Amend Chapter 6 of The 2001 Revised Code of the City of Dalton, Georgia Captioned "Alcoholic Beverages"; By Amending Section 6-105 Captioned "Citizenship and Residency Requirements" By Striking, Repealing, And Deleting Section 6-105 in Its Entirety and Substituting In Lieu Thereof a New Section 6-105; To Provide For Age Requirements to Obtain an Alcohol License; To Provide For An Effective Date; To Provide For the Repeal of Conflicting Ordinances; to Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

SECOND READING - ORDINANCE 19-07 SPEED LIMITS

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council adopted Ordinance 19-07 Speed Zones within the City To Establish Speed Zones within the City In Accordance With O.C.G.A. §§40-6-181 Through 40-6-183 and 40-14-1 through 40-14-17, as applicable; To Provide For An Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; and For Other Purposes. The vote was unanimous in favor.

POLICE DEPARTMENT SOFTWARE CONTRACT WITH THOMPSON REUTERS

The Mayor and Council reviewed the Software Contract with Thompson Reuters for the CLEAR software that is a tool used for crime analysis and investigation of individuals suspected of criminal involvement. On the motion of Council member Harlan, second Council member Wood, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

AIRPORT GRANT PAYMENT REQUEST FOR AIRPORT CONTRACT

The Mayor and Council reviewed the grant payment request for the Airport Contract for an overrun in the amount of \$12,095. Council member Denise Wood stated payment should be granted after the Change Order is approved by the Mayor and Council.

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council authorized payment with the stipulation that all change orders for all departments be approved by the Mayor and Council prior to payment. The vote was unanimous in favor.

FY-2019 BUDGET AMENDMENT #1

On the motion of Council member Goodlett, second Council member Wood, FY-2019 Budget Amendment #1 requested by Public Works was approved regarding the County managed 2007 T-SPLOST funds reserved for City Projects for the following:

Guardrail	\$112,605
LED's	\$ 98,920
Signal @ Abutment & VD Parrott Pkwy	\$ 45,000
Signal @ Thornton & Crawford	<u>\$ 75,000</u>
	\$331,525

The vote was unanimous in favor.

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LOCAL GOVERNMENT APPROVAL FORMS

The Mayor and Council reviewed the following:

- DCA Certification of Consistency and Local Government Approval Forms for Dalton-Whitfield CDC
- DCA Certification of Consistency and Local Government Approval Forms for Northwest GA Family Crisis Center

On the motion of Council member Wood, second Council member Goodlett, the items were approved for Certification of Consistency with the Local HUD Consolidation Plan. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATIONS

Ordinance 19-01

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council tabled Ordinance 19-01 for the Request of Brass Holdings to annex a tract of land totaling 3.14 acres, zoned High-Density Residential (R-7) and located at 1556 Crow Valley Road into the City of Dalton (Parcel 12-147-01-001). The vote was unanimous in favor.

Ordinance 19-08

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved Ordinance 19-08 regarding Elmer Lopez is seeking to rezone from Transitional Residential (R-6) to General Commercial (C-2) a tract of land totaling 0.278 acres located at 729 Riverbend Rd. (Parcel 12-240-15-004) (Dalton) The rezoning request to C-2 is sought to serve the purpose of allowing for retail use on the subject property. The vote was unanimous in favor.

RESOLUTION 19-04 - DALTON UTILITIES EASEMENT APPROVAL

The Mayor and Council reviewed Resolution 19-04 regarding the authorization of placement of a sewer line designated as "Proposed 10 ft. Utility Easement". On the motion of Council member Wood, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

UPDATE FEE SCHEDULE – DONATION BIN REGISTRATION

City Administrator Jason Parker presented the fee schedule for Donation Bin Registration at \$50.00 per application. On the motion of Council member Harlan, second Council member Wood, the fee schedule was updated. The vote was unanimous in favor.

APPOINTMENT OF CITY ATTORNEY

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and

Council named Mitchell and Mitchell Law firm as the City's new attorney with Gargandi Vaughn as the lead attorney. The vote was unanimous in favor.

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MISCELLANEOUS

Council member Crews reminded every one of the Special Election on March 19, 2019.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:11 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: March 4, 2019
Agenda Item: Brass Holdings Annexation
Department: NWGRC
Requested By: Ethan Calhoun

**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:**

The Request of Brass Holdings to annex a tract of land totaling 3.14 acres, zoned High-Density Residential (R-7) and located at 1556 Crow Valley Road into the City of Dalton (Parcel 12-147-01-001).

ORDINANCE 19-01

To Annex Property of Brass Holdings, LLC Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Rezone Said Property To A R-4 Zoning Classification; To Provide An Effective Date; And For Other Purposes

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

Section 1:

The area contiguous to the City of Dalton described in Exhibit “A” attached hereto and made a part hereof (the “Property”), is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

Section 2.

This Ordinance shall be effective on the 1st day of April 2019.

Section 3.

The Property is rezoned to a R-4 zoning classification.

Section 4.

The acreage of the Property is approximately 3.14 acres. No streets or roads are affected by this annexation.

Section 5.

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

Section 6.

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

Section 7.

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

SO ORDAINED this ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance 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. 147 in the 12th District, 3rd Section in Whitfield County, Georgia, being more particularly described as follows:

BEGINNING at a 1/2-inch rebar located on the eastern right of way of Crow Valley Road (having an 80-foot right of way), said point being located North 05 degrees 59 minutes 33 seconds West a distance of 1582.77 feet from the centerline intersection of Crow Valley Road and Willowdale Road; thence along said right of way of Crow Valley Road following the arc of a curve to the left an arc distance of 205.99 feet to a 1/2-inch rebar (said arc having a radius of 918.58 feet and being subtended by a chord bearing North 12 degrees 52 minutes 29 seconds East and chord distance of 205.56 feet); thence leaving said right of way of Crow Valley Road running South 89 degrees 27 minutes 43 seconds East a distance of 665.33 feet to a 1-inch rebar; thence South 00 degrees 21 minutes 07 seconds West a distance of 199.90 feet to a 1/2-inch rebar; thence North 89 degrees 32 minutes 09 seconds West a distance of 709.90 feet to the POINT OF BEGINNING.

Cliff Cason
Chief of Police
ccason@cityofdalton-ga.gov
www.daltonpdblog.org
www.cityofdalton-ga.gov/police



Public Safety Commission
Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: December 13, 2018
To: Chief Cliff Cason
From: Lieutenant Shaun Scott
RE: Annexation – 1556 Crow Valley Rd. NW

Chief Cason:

I have reviewed the annexation request for 1556 Crow Valley Road NW (3.14 acres), parcel numbers 12-147-01-0001, and have visited the site. The annexation of this property will have little or no impact on law enforcement services in this area. However, the current condition of the property and structures does not meet the standards set within city ordinance. The code violations present at this property will need to be corrected prior to annexation.

Sincerely,

Lieutenant Shaun Scott
Patrol Operations



December 10, 2018

Mr. Dennis Mock
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Brass Holdings, LLC (12-147-01-001)

Dear Mayor Mock:

As requested in your December 7, 2018, memorandum, Dalton Utilities has reviewed the annexation request for Brass Holdings, LLC for 3.14 Acres +/- located at 1556 Crow Valley Road, Land Lot 147, 12th District & 3rd Section of Whitfield County, Georgia. These properties are further described as parcel number 12-147-01-001 by the Whitfield County Tax Assessors Office.

For informational purposes, Dalton Utilities has evaluated the capacity of our utility infrastructure to serve the property. Dalton Utilities can provide the following:

1. Potable water – Is available to this property from existing infrastructure along Crow Valley Road.
2. Sanitary Sewer – A sewer main extension is required to serve this property.
3. Natural Gas – A gas main extension is required to serve this property.
4. Electric – Is available to this property from existing infrastructure along Crow Valley Road.
5. Optilink – Is available to this property from existing infrastructure along Crow Valley Road.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

Mark Buckner, P.E.

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



TODD PANGLE
FIRE CHIEF
TELEPHONE 706-278-7363
FAX 706-272-7107
tpangle@cityofdalton-ga.gov

PUBLIC SAFETY COMMISSION
BILL WEAVER
KEITH WHITWORTH
TERRY MATHIS
KENNETH E WILLIS
CARLOS CALDERIN

December 10, 2018

Mr. Jason Parker
City Administrator
City of Dalton
Dalton, GA 30720

Re: Annexation proposal for parcel #12-147-01-0001

Greetings,

At the present time there is **no** indication the proposed annexation of above listed property would render a reduction in the level of fire protection to this area by Dalton Fire Department.

In reviewing the proposed site plans included in the request, we have determined that two fire hydrants will have to be installed according to current ordinances and fire protection needs. One hydrant will need to be placed at the entrance to the new proposed street, and one in the cul-de-sac. Exact locations for the hydrants will be finalized in further planning meetings.

Dalton Fire Department would not oppose annexation with the contingency for the listed expansion of fire protection, as well as apparatus access measures relative to development of the property.

Thank you,

Todd Pangle
Fire Chief
Dalton Fire Department

PUBLIC WORKS DEPARTMENT
Benny Dunn, Director
bdunn@cityofdalton-ga.gov

P.O. Box 1205
Dalton, GA 30722-1205
Office: 706-278-7077
FAX: 706-278-1847



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

M E M O R A N D U M

TO: Dennis Mock, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: Benny J. Dunn
Public Works Director

RE: ANNEXATION REQUEST

Name: Brass Holdings, LLC

Street Address: 1556 Crow Valley Road. NW

Amount of Acreage: 3.14 Acres

Parcel Number(s): 12-147-01-0001

Zoning Classification: R-4

DATE: December 10, 2018

Please be advised that the Public Works Department has no objections to the annexation of the above referenced property.



ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Brass Holdings, L.L.C.
APPLICANT ADDRESS:	P.O. Box 6412
CITY, STATE & ZIP:	DALTON, Ga 30722
TELEPHONE NUMBER:	706 483-3921

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1556 Crow Valley Rd NW
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	(Residential Development)

• PROPOSED ZONING CLASSIFICATION	R-4
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	3.14
• TAX MAP NUMBER/PARCEL NUMBER	12-147-01-001
• HOUSING UNITS	(currently 1)

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS	Rental	<input type="checkbox"/>	N/A
(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)	Rental	<input type="checkbox"/>	N/A
(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.	Rental	<input type="checkbox"/>	1
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.	Rental	<input type="checkbox"/>	0
(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.		<input type="checkbox"/>	1
(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.	<input checked="" type="checkbox"/> CAUCASIAN	<input type="checkbox"/> LATINO	
	<input type="checkbox"/> AFRICAN AMERICAN	<input type="checkbox"/> OTHER	
(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.		<input type="checkbox"/>	0

SIGNATURE OF APPLICANT(S)

DATE

11/28/2018

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

1556 Crow Valley Rd, Dalton GA 30721

Describe parcel or parcels and nature of interest
and percentage of interest

Brass Holdings, L.L.C. Brandon Harwin 50%
Rusty Lount 50%

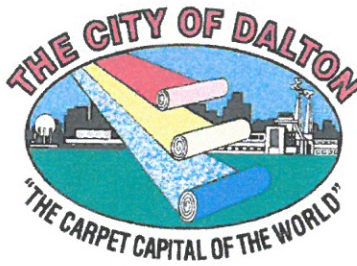
I hereby appoint SAM GOWIN
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

(Owner's Name)

Sworn to and subscribed
Before me, this 27 day
of November, 2018.

Notary Public





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

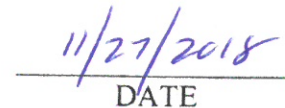
If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assessed value is 100% or $\$100,000 \times 2.537$ mils, your Dalton City tax would be \$253.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.


SIGNED


DATE

Deed Doc WD
Recorded 02/17/2016 03:21PM
 Georgia Transfer Tax Paid \$70 00
MELICA KENDRICK
 Clerk Superior Court, WHITFIELD County, Ga.
 Bk 06293 Pg 0044-0046

Pre 000322
doc # 1278

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 16th day of February, 2016, between **JOHN M. STATEN, JR., PATRICIA S. KELEHEAR, CAROL S. HOLMES AND JUDY R. STATEN** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **BRASS HOLDINGS, LLC** (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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.

John M. Staten Jr. (SEAL)
JOHN M. STATEN, JR.

Patricia S. Kelehear (SEAL)
PATRICIA S. KELEHEAR

Carol S. Holmes (SEAL)
CAROL S. HOLMES

Judy R. Staten (SEAL)
JUDY R. STATEN

Signed, sealed and delivered
this 16th day of February, 2016,
in the presence of:

L. L. H.
WITNESS

Judy L. Yarbrough
NOTARY PUBLIC

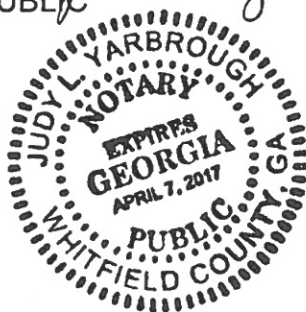


EXHIBIT "A"

Lots Nos. 1 and 2 of the E. B. White Estate as per plat made by R. E. Smith, Surveyor, dated May 25, 1944, as appears of recorded in Plat Book 1, Page 16, (Plat Cabinet A, slide 4) Clerk's Office, Whitfield County, Georgia.

Being that same property as conveyed to J. M. Staten by deed dated 6/22/44, recorded in Deed book 36, Page 441, Whitfield County Deed Records.



Exhibit B

4-1. - Establishment of districts

4-1-6 Zero lot line residential (R-4). This district is established for single family detached dwellings, configured upon "zero lot lines," which may be located upon lots at a density of up to ten dwellings per acre, exclusive of right-of-ways or other restrictive easements. Any such lots must be served by public sewer or an approved central on-site sewage management system. Such districts encourage the creation of compatible open spaces for enjoyment by several surrounding dwellings. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

As-Surveyed Description

ALL THAT TRACT or parcel of land lying and being in Land Lot No. 147 in the 12th District, 3rd Section in Whitfield County, Georgia, being more particularly described as follows:

BEGINNING at a 1/2-inch rebar located on the eastern right of way of Crow Valley Road (having an 80-foot right of way), said point being located North 05 degrees 59 minutes 33 seconds West a distance of 1582.77 feet from the centerline intersection of Crow Valley Road and Willowdale Road; thence along said right of way of Crow Valley Road following the arc of a curve to the left an arc distance of 205.99 feet to a 1/2-inch rebar (said arc having a radius of 918.58 feet and being subtended by a chord bearing North 12 degrees 52 minutes 29 seconds East and chord distance of 205.56 feet); thence leaving said right of way of Crow Valley Road running South 89 degrees 27 minutes 43 seconds East a distance of 665.33 feet to a 1-inch rebar; thence South 00 degrees 21 minutes 07 seconds West a distance of 199.90 feet to a 1/2-inch rebar; thence North 89 degrees 32 minutes 09 seconds West a distance of 709.90 feet to the POINT OF BEGINNING.

RESERVED FOR THE USE OF JOURNALISTS

THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES. THE FLAT WAS A CLOSURE PRECISION OF 1:153,150.

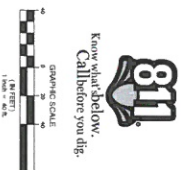
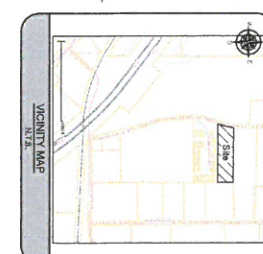
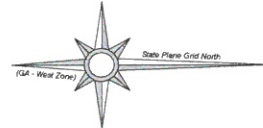
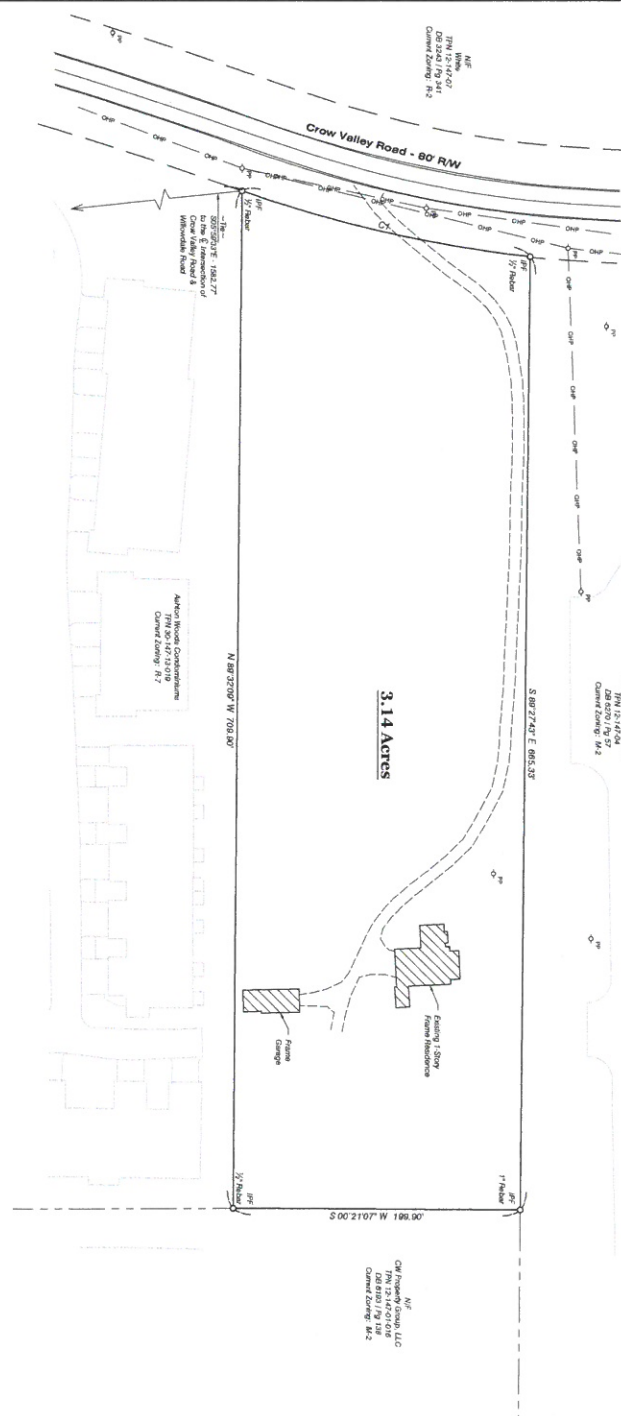
FLOOD STATEMENT:
THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13151N0101M, EFFECTIVE DATE 09/19/2002.

BASIC OF BUSINESS
RECORDS MAINTAINED TO MAINTAIN RECORD AND SURVEY CONTROL POINTS LOCATED IN THE VICINITY OF THE SUBJECT PROPERTY. THE RECORDS ARE MAINTAINED BY THE SURVEYOR OF THE LAND. THE RECORDS ARE MAINTAINED BY THE SURVEYOR OF THE LAND. THE RECORDS ARE MAINTAINED BY THE SURVEYOR OF THE LAND.

BUILDING STRATEGIES	
PROFIT (MILION)	40*
SOCS	25*
REAR	10*
TOTAL	
PROFIT (MILION)	40*
SOCS	25*
REAR	10*
TOTAL	

[illegible]

ALL NOTED in *Journal of Great Lakes and Estuary* in Vol. 14, No. 147 in the Fall, 1971. All Station in Whitford County, Georgia, being more particularly described on October.



BRASS HOLDINGS, LLC
BEING TAX PARCEL NO. 12-147-01-001
LOCATED IN LAND LOT 147, 12th DISTRICT, 3rd SECTION
WHITEFIELD COUNTY, GEORGIA

GEORGIA E.C.A. #1169
GSWCC CERTIFICATION NO. 3111



**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE: The request of Brass Holdings to annex a tract of land totaling 3.14 acres, zoned High Density Residential (R-7) and located at 1556 Crow Valley Rd. into the City of Dalton (Parcel 12-147-01-001) (Dalton)

Since the applicant filed the annexation request they are not required to attend the public hearing under Georgia law. This annexation would have the effect of changing jurisdictions while maintaining the same zoning district on the subject property. With that being said, however, a request to rezone the subject property from R-7 to R-4 was recently heard and recommended to be approved by the Planning Commission. If this annexation is approved, then the City of Dalton would have jurisdiction in this matter.

The surrounding land uses and zoning are as follows: 1) To the north is a 7.8 acre undeveloped tract zoned Heavy Manufacturing M-2; 2) to the east is an undeveloped 3.8 acre tract also zoned M-2; 3) to the south is a condominium complex totaling approximately five 5 acres that contains 36 units zoned R-7; 4) to the west is an undeveloped 30 acre tract zoned Low-Density Single-family residential R-2. All in all, a review of the zoning map shows a convergence of residential and industrial zone districts that is consistent with the existing land use.

The subject property is currently within the jurisdiction of the Whitfield County Board of Commissioners, but the subject property is flanked on approximately 80% of its border by the City of Dalton's corporate boundary.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad February 8, 2019 (16 days notice) 2. Property posted February 8, 2019 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?		<u>X</u>	
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u>	<u>X</u> <u>X</u>

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

Yes. The proposed annexation would create a more consistent boundary for the City of Dalton. Since the City participates in the Unified Zoning Ordinance the property's current zone district would be unchanged upon annexation. This answer includes the understanding that a request to rezone the subject property from R-7 to R-4 has been heard and recommended by the Planning Commission. Considering the subject property is adjacent to the corporate boundary of the city this annexation request is reasonable.

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

No impact is expected. The annexation will change the property jurisdiction, but the use of the land will remain the same unless rezoned by the City of Dalton post-annexation.

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

The subject property is currently zoned R-7 in the County and because of the Unified Zoning Ordinance, the annexation, if approved, will maintain the same R-7 zoning designation. As previously stated, the request to rezone the subject property from R-7 to R-4 was recently heard by the Planning Commission and recommended for approval.

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

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by their choice. There is no identifiable hardship under the subject property's current zone district or governing jurisdiction, but the annexation of the subject property, if approved, would create a more consistent corporate boundary for the City of Dalton.

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

No impact is expected. The vicinity has all available services - water, sewer, fire, natural gas, and electricity.

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

The subject property is within the Emerging Suburban character area within the 2019-2023 Joint Comprehensive Plan's Future Development Map. The Emerging Suburban character area covers areas east of Dalton, west of I-75 around and south of Tunnel Hill, and along SR 71/Cleveland Highway that have experienced some residential growth and are positioned to accommodate more due to general land use trends in the area or to proximity to existing neighborhoods. The primary land use recommendation for this character area is single-family residential (net density of 2 dwelling acre). The density of the proposed rezoning would certainly exceed that recommended for

character area, but the proposed R-4 rezoning would reduce the residential density permitted within the current R-7 zone district.

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

Compared to some requests, this one is easy. The use and zoning proposed is reflective of uses and zoning in the vicinity. No special conditions or patterns are identified.

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

N/A

CONCLUSION: The staff recommendation is that the subject property is very much suited for the requested annexation.

Brass Holdings Annexation

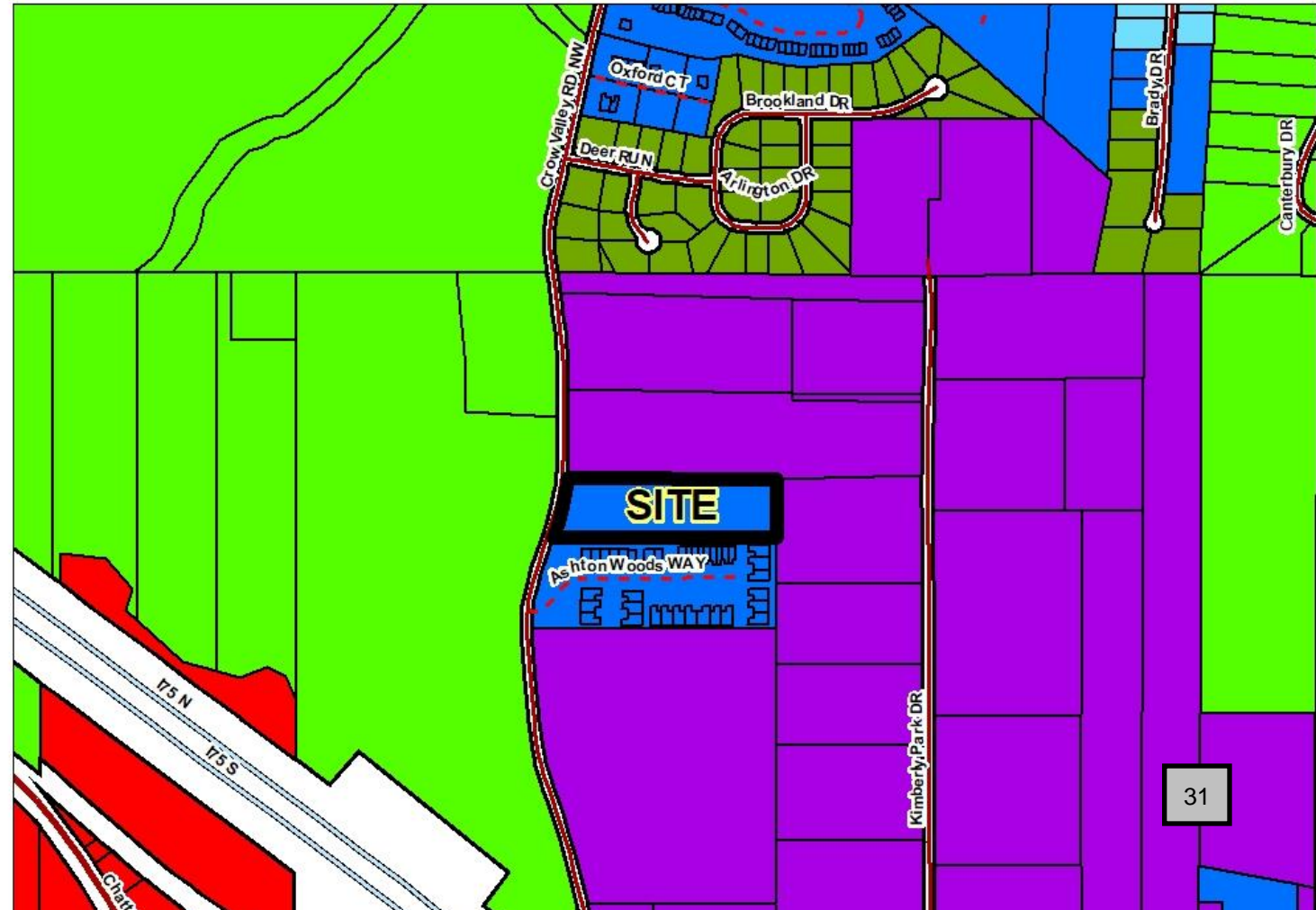
R-7, High Density Residential



ZONING

-  Low Density Single Family Residential (R-2)
-  Low Density Single Family Residential (R-2) Cond
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  High Density Residential (R-7)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)

FEET
400

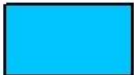


Brass Holdings Annexation

R-7, High Density Residential

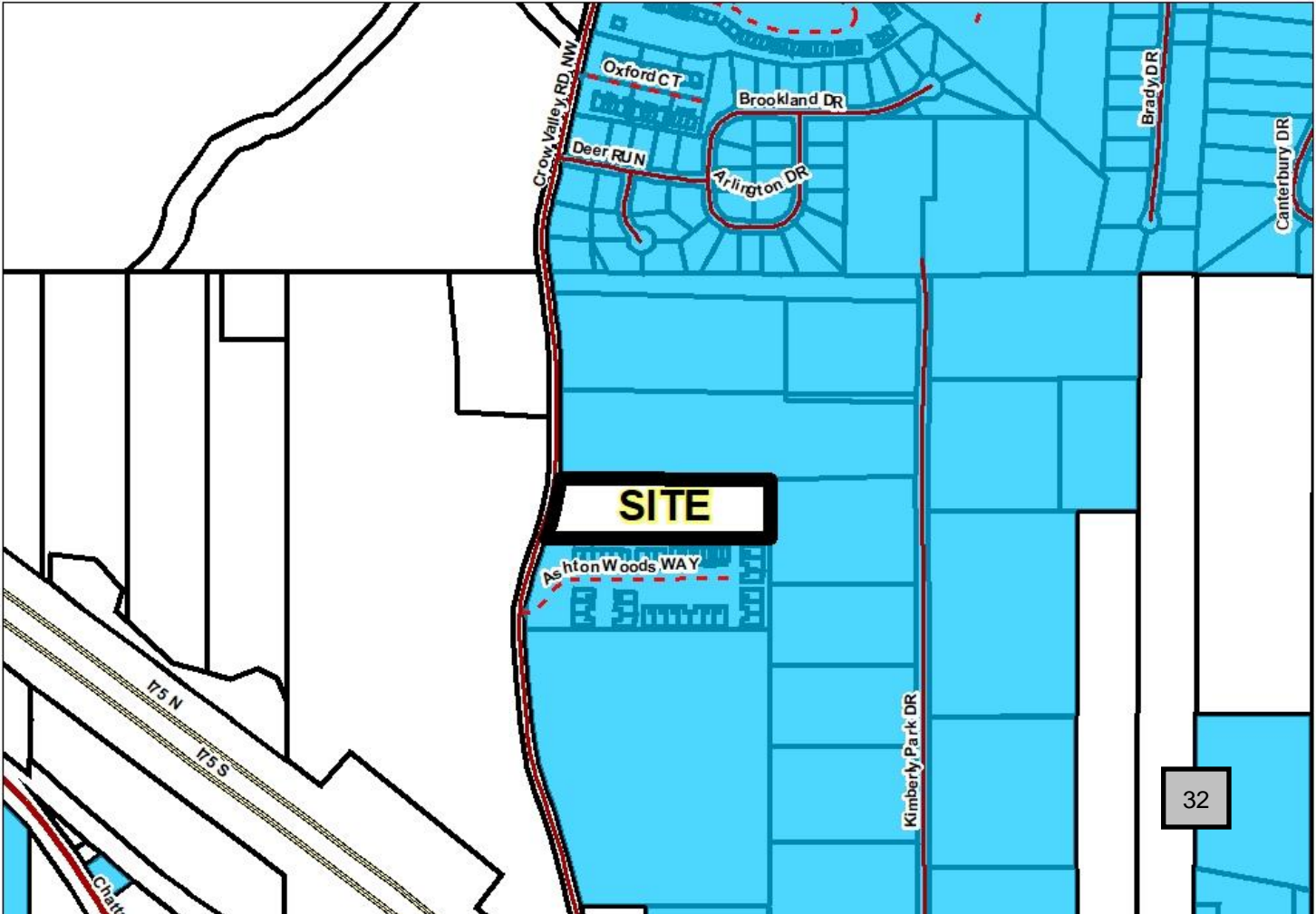


DALTON CITY LIMITS



Town_Boundaries

FEET
400

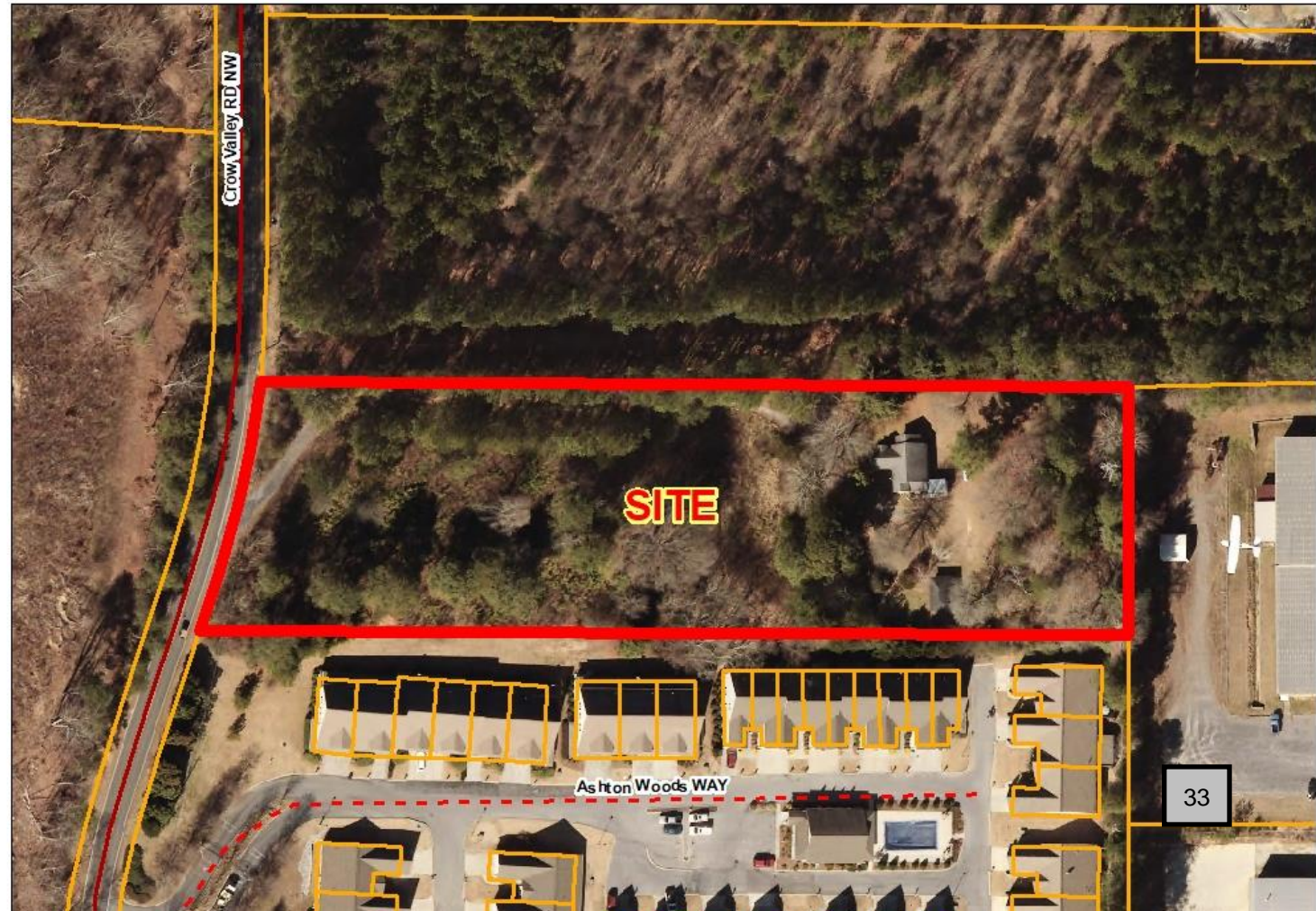


Brass Holdings Annexation

R-7, High Density Residential



FEET
100





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04-01-2019

Agenda Item: (2) 2019 Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Two (2) 2019 Alcohol Beverage Application recommendations by the Public Safety Commission.
--

2019 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY MARCH 26, 2019

M&C MONDAY APRIL 1, 2019

(2) 2019 ALCOHOL APPLICATION(S)

1. Business Owner: Jesus, Quintero
d/b/a: Las Chikas Bar
Applicant: Jesus, Quintero
Business Address: 600 MLK St Suite A
Type: Pouring Beer
Disposition: **New**

2. Business Owner: The Thinkers, Inc
d/b/a: Road Runners
Applicant: Heta Patel
Business Address: 1016 N. Glenwood Ave
Type: Package Beer, Package Wine
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	04/01/2019
Agenda Item:	Professional Services Agreement with Southeastern Engineering, Inc. for Guardrail Replacements/Installations at Various Locations
Department:	Public Works
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes - Engineering Agreement template previously reviewed by City Attorney
Cost:	\$31,500 for Engineering/Plans + \$7,000 for Third Party Survey
Funding Source if Not in Budget	2007 T-SPLOST Safety Funds

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

This agreement with SEI, Inc. is for the survey (third party), design, detailed construction estimate for bid documents, and all necessary construction details and standards for four (4) guardrail installations/replacements at the following locations:

- (1) S. Hamilton Street near the Friendship House
- (2) S. Thornton Ave south of Cedar Street over culvert
- (3) Emery Street at Loveman Lane
- (4) Intersection of Abutment Road and VD Parrott Pkwy

See attached summary and proposal for additional details.

Funding for this project comes from the 2007 T-SPLOST Safety funds which will be fully reimbursed by Whitfield County.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Dalton
P. Andrew Parker, PE
Assistant Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Guardrail Design at Four Locations in the City of Dalton

PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for a guardrail placement and/or replacement at four locations in the Dalton City limits. New guardrail will be added at West Emery Street and along portions of Abutment Road. Guardrail will be replaced and brought up to the most current GDOT standards on South Hamilton Avenue, South Thornton Avenue and portions of Abutment Road.

SCOPE OF SERVICES

Task 1 – Coordination with Lowery & Associates on Survey Processing

SEI understands that Lowery & Associates will survey all four locations and will delivered to SEI in AutoCAD format similar to how the Crown Archives Drainage Study was handled. SEI will convert the AutoCAD files into MicroStation and InRoads for the guardrail design. It is assumed that any required utility locates or property resolution will be handled by Lowery & Associates.

Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations

SEI to provide engineering design for a set of roadway plans that will be used for a guardrail replacement project along sections of South Hamilton Street, South Thornton Avenue, West Emery Street and Abutment Road as out lined below:

- South Hamilton Street – 730 LF of guardrail replacement on the east side of the road
- South Thornton Avenue – 280 LF of guardrail replacement on both sides of the road
- West Emery Street – 100 LF of new guardrail on the south side of the road
- Abutment Road – 100 LF new and 120 LF replacement of guardrail on east side of the road

City of Dalton Public Works Department intends to provide plans to a guardrail contractor to get a construction price for the guardrail placement/replacement. The SEI design will use the latest GDOT

guardrail standards for new 31-inch required standard guardrail height. The new GDOT guardrail standards that will be used are:

- 4380 – W Beam Guardrail 31-inch Guardrail Height
- 4381 – Post and Offset Blocks for W & T Beam Guardrail
- 4382 – Guardrail Connection at Bridge End or Concrete Barrier for 31-inch High Guardrail
- 4383 – Guardrail Anchorage Type 1 31-inch Guardrail Height
- 4384 – Guardrail Terminals, Type 12A, 12B and 12C for 31-inch Guardrail Height
- 4385 – T Beam Guardrail connection to 31-inch Height W Beam
- 4390 – W Beam Guardrail Transition 27-inch Guardrail to 31-inch Guardrail Height
- 4948A – Concrete Side Barrier Types 7-C, 7-R, 7-T, 7-W

The location of the proposed guardrail will be generally in the same location as the existing guardrail throughout the each of the locations project limits. For the T-Beam attaching to the existing wall on Abutment Road, it is assumed that the new 31-inch W Beam will transition to T-Beam based on GDOT Standard 4385 and that the T-Beam will be attached to the existing wall per GDOT Standard 4382. SEI has not included any structural components of design within its scope of services. It is assumed that two additional holes will be drilled into the existing wall end based on hole location provided by GDOT Standard 4948A above the existing holes for the T Beam attachment to the wall.

The roadway design plans will include:

- Cover Sheet
- Typical Section Sheet
- Detailed Estimate
- Construction Plans
- Erosion Control Plans
- GDOT Guardrail Standards

Anticipated GDOT Pay Items to be use are:

- 163-0232 (acre) – Temporary Grassing
- 163-0240 (ton) – Mulch
- 165-0030 (liner feet) – Maintenance of Temporary Silt Fence, Type C
- 171-0030 (liner feet) – Temporary Silt Fence, Type C
- 210-0100 (lump sum) – Grading Complete
- 641-1100 (liner feet) – Guardrail Type T Beam
- 641-1200 (linear feet) – Guardrail Type W Beam
- 641-5001 (each) – Guardrail Anchor Type 1
- 641-5015 (each) – Guardrail Terminal, Type 12A, 31-inch, Tangent, Energy-Absorbing
- 700-6910 (acre) – Permanent Grassing
- 700-7000 (ton) – Agricultural Lime
- 700-8000 (ton) – Fertilizer Mixed Grade
- 700-8100 (pound) – Fertilizer Nitrogen Content

Task 3 – Contract Administration

SEI will assemble all the necessary contract documents required to solicit unit-cost-bid-quotes from qualified guardrail contractors.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Coordination with Lowery & Associates on Survey Processing	\$1,500.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations	\$15,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 3 – Contract Administration	\$5,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Miscellaneous Services	\$10,000.00	<i>Monthly, % complete of Allowance</i>	
Total	\$31,500.00	<i>Monthly, % Complete of Lump Sum</i>	

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☐ Graphic design
- ☒ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. *To the extent permitted by law*, the Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR

18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.

City of Dalton Public Works - 2019 Guardrail Projects

Location #	Project	Beginning	Ending	Description
1	S. Hamilton Street Guardrail Project	Friendship House	430 feet south of railroad crossing	Approximately 730 LF of guardrail replacement and shoulder work to replace existing, non-functioning guardrail. Due to lack of embankment/shoulder/right of way, this project might require installation of curb and gutter on east side of S. Hamilton Street. Install appropriate anchorages per AASHTO and GDOT policy.
2	S. Thornton Ave (S. Dixie Hwy) Guardrail Project at culvert	Approx. 615 LF south of Cedar Street	Approx. 755 LF south of Cedar Street	Approximately 140 LF (each side of culvert, 280LF Total) of guardrail replacement and shoulder work to replace existing non-functioning guardrail. Install appropriate anchorages per AASHTO and GDOT policy.
3	Emery Street @ Loveman Lane Intersection	Just west of eastbound stop bar on Emery Street	Just east of westbound stop bar on Emery Street	Approximately 80-100 LF of guardrail to keep errant vehicle from entering residential property south of the T-intersection. Loveman Lane approaching the intersection is a steep downgrade. This has occurred multiple times in recent memory. Install appropriate anchorages per AASHTO and GDOT policy.
4	Northeast corner of Abutment Road @ V.D. Parrott Jr. Pkwy Intersection	Tie onto existing guardrail or retaining wall	Wrap northeast corner radius	A new traffic signal will soon be installed at the subject intersection. The City will be installing its traffic signal cabinet and mast arm pole on the northeast corner and would like protection from a potential errant vehicle headed northbound on Abutment Road. There is existing guardrail attached to a retaining wall adjacent to Abutment Road. The guardrail extension could possibly be attached to existing guardrail or the existing guardrail might have to be replaced as determined in the design phase. Install appropriate anchorages per AASHTO and GDOT policy.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-1-19

Agenda Item: HVAC Agreement with Emcor for 100 S. Hamilton Street

Department: Building Maintenance

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$3780 Annually(billed at \$945 per quarter)

Funding Source if Not in Budget Budgeted – Building Maintenance

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

Preventive maintenance contract for HVAC equipment at 100 South Hamilton Street. Price remains same as previous agreement.



EMCOR Services Aircond
400 Lake Ridge Drive
Smyrna, GA 30082
T: 770.444.3355

March 19, 2019

City of Dalton
Attn: Greg Batts
100 South Hamilton Street
Dalton, GA 30720

Re: HVAC Service Agreement Renewal / Contract #G1024194

Dear Greg:

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

We truly value being your HVAC service provider; therefore, at this present time there will not be a Cost of Living increase added to your Preventive Maintenance Service Agreement. Your contract will remain at **\$945.00** per **quarter** for the next year effective May 1, 2019.

We would like to take this opportunity to thank you for your continued partnership with EMCOR Services Aircond. Please feel free to contact me directly if there is anything I can do for you.

Sincerely,

Tanja Suttles
Customer Care Manager
Direct: 770-805-2573
Email: tsuttles@aircond.com

Approved by
Signature: _____
Name/Title: __Mayor_____
Date: ____4/1/19_____



SERVICE AGREEMENT

The Customer and EMCOR Services Aircond agree that the scope of this agreement includes only the equipment and related equipment controls originally furnished by the equipment manufacturer as specified in on the Schedule A - Equipment List attached.

1. SERVICES: EMCOR Services Aircond agrees to furnish the following services below under the scope of this agreement:

1.1 PREVENTIVE MAINTENANCE

- 1.1.1 Labor necessary to perform ONE(1) heating start-up inspection per year during EMCOR Services Aircond normal working hours.
- 1.1.2 Labor necessary to perform ONE(1) cooling start-up inspection per year during EMCOR Services Aircond normal working hours.
- 1.1.3 Labor necessary to perform TWO (2) additional operating inspections per year during EMCOR Services Aircond normal working hours
- 1.1.4 Labor necessary to change drive belts ONE(1) time per year. Belts will be furnished by EMCOR Services Aircond.
- 1.1.5 Labor necessary to change all air filters FOUR (4) times per year. Filters will be furnished by EMCOR Services Aircond.
- 1.1.6 Refrigerant Management Services: Provide documentation to track refrigerant usage for all applicable listed systems. This record will conform to all EPA requirements if an inspection occurs.
- 1.1.7 Labor necessary to chemically clean all condenser coils ONE(1) times per year.
- 1.1.8 All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

2. INSPECTION REPORTS, QUOTATIONS AND UPGRADES

- 2.1 Furnish Customer a written inspection report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- 2.2 Furnish Customer any recommendations required to up-grade equipment and systems to maximize system performance and/or reduce total operating costs.

3. CUSTOMER PROVISIONS Customer agrees to furnish the following items below under the scope of this agreement.

- 3.1 Operate all equipment and related controls per EMCOR Services Aircond recommendations.
- 3.2 Promptly notify EMCOR Services Aircond of any unusual operating conditions.
- 3.3 Provide accessibility and necessary utilities (electricity, water, etc.) required to perform all maintenance and repair procedures.
- 3.4 Permit only EMCOR Services Aircond personnel to make any alterations, additions, adjustments or repairs to equipment or related controls.
- 3.5 Reimburse EMCOR Services Aircond at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by customer that are not included in Sub-sections 2.1 thru 2.3 above or specifically excluded under Section 5.0 below.

4. EXCLUSIONS Customer and EMCOR Services Aircond agree that the items below are specifically excluded under the scope of this agreement:

- 4.1 Labor, parts and materials for repairs and emergency calls.

We Power Productivity™

~~XXXXXXXX~~

~~XXXXXXXX~~



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-1-19

Agenda Item: Contract for City Attorney Services

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$150/hour

Funding Source if Not in Budget Budgeted

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

Contract with G. Gargandi Vaughn for Legal Services as City Attorney
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**AGREEMENT
AS TO THE PROVISION OF
CITY ATTORNEY LEGAL SERVICES FOR THE
CITY OF DALTON, GEORGIA**

THIS AGREEMENT ("Agreement") represents the understanding between **the City of Dalton** (the "City"), a municipal corporation, and **G. Gargandi Vaughn**, City Attorney for the City (the "City Attorney"), and **Mitchell & Mitchell, PC** (the "Firm") regarding the services to be provided by the City Attorney and compensation for time and expenses related thereto effective on the date signed by the last signing party, and until further modified by mutual agreement between the parties.

WHEREAS, the City desires to appoint **G. Gargandi Vaughn** of **Mitchell & Mitchell, PC** as the City Attorney for the purpose of providing legal guidance to the City as set forth herein;

WHEREAS, as set forth below, the City further intends to use the legal services of **Mitchell & Mitchell, PC**, including its partners, associates, and paralegal staff, to support the City Attorney's performance of his position and official duties;

WHEREAS, **Mitchell & Mitchell, PC** designates **G. Gargandi Vaughn** as the primary provider to the City and to perform the position of City Attorney.

A. Acceptance of Appointment.

By signing this Agreement, the undersigned **G. Gargandi Vaughn** hereby accepts the appointment as City Attorney and lead lawyer on all matters related to his representation, though other lawyers may assist him as necessary. The City Attorney shall provide quality services in an efficient and economical manner, but always in keeping with the standards of the legal profession applicable to attorneys admitted to practice law before the State Bar of Georgia. In addition, the Firm accepts appointment to serve and support the City Attorney through its partners, associates, and paralegal and other administrative staff in the performance of his duties as set forth and in accordance with the terms herein. The City Attorney shall take the applicable oaths prescribed by Chapter 3 of Title 45 of the Official Code of Georgia.

B. General Non-Litigation Legal Services.

The City Attorney and the Firm shall provide general legal and other services to the City including, but not limited to, the following:

1. Legislative counsel work associated with City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.

2. Prepare oral and written opinions on legal matters as required by the City Council and/or the City Administrator.
3. Negotiate and prepare agreements, leases, contracts, or similar documents.
4. When requested by the City Council or the City Administrator, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
5. Provide legal counseling, guidance and opinions to the City Administrator and Department Directors regarding the operations of the City.
6. Participate in meetings and/or telephone conferences with the City Administrator and/or City staff as requested by the City Administrator.
7. Provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.
8. Prepare and/or review ordinances, resolutions, documents and papers that pertain to City matters at the request of City Council or the City Administrator.
9. Maintain legal files and provide to the City Administrator copies of all correspondence, and all pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a summary written report on the status of all litigation that the City Attorney is directly handling or is overseeing on behalf of the City. Furthermore, the City Attorney shall notify the Mayor, City Council and City Administrator within 48 hours of his obtaining information as to any ante litem notice, notice or threat of claim, or the initiation of any legal action against the City of Dalton.
10. Keep the Mayor, City Council and the City Administrator informed of federal or state legislation or judicial decisions that have the potential to impact the City.
11. Oversee, in a cost-effective manner, litigation in which the City is represented by attorneys retained by the City's insurance carriers, or statutory risk management pools, and/or any other outside legal counsel appointed by the City.
12. Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties in representing the City.

13. Participate in special projects as authorized by the Mayor, City Council, or City Administrator including, but not limited to, the negotiation for sale or purchase of real estate, including fee ownership and easements and acquisition of interest in real estate through the exercise of eminent domain by the City.
14. Provide assistance and legal advice to the City Administrator and City Clerk and any other designated records custodian of the City of Dalton on compliance with federal or State and local records retention statutes, ordinances and regulations as well as preserve and maintain the records of the City Attorney made and kept in the service of the City of Dalton in accordance with such statutes, ordinances and regulations.
15. Provide assistance and preserve City records in accordance with the City's record retention schedule.
16. File all petitions to abate a public nuisance on behalf of the City.
17. Serve as legal counsel to the City Council, Pension Board, Public Safety Commission, and any other board, commission, and/or authority as prescribed by state or local law.
18. Attend all regular meetings of the City Council, all special meetings, work sessions and executive sessions, and any other City meetings as requested by the Mayor, City Council, or the City Administrator.
19. Attend all regular meetings, all special meetings, work sessions, and executive sessions of the Pension Board, Public Safety Commission, and any other board, commission, and/or authority as prescribed by State or local law.
20. Handle petitions, or other business, as requested in the City of Dalton Municipal Court.
21. Assist with all other legal matters requested by the City.

C. Relationship Among City Attorney and Other Attorneys.

The City Attorney is the lead attorney for the City in the provision of the general services described above. As such, the City Attorney shall work cooperatively with any other attorney(s) retained by the City, who shall take direction from and be under the City Attorney's supervision. Moreover, the Firm, including its partners, associates, and paralegal staff, will serve under the supervision of the City Attorney in all matters concerning representation of the City of Dalton.

The City Attorney will be the initial contact for legal advice and representation for legal work needed by the City, Mayor, Council and staff. The City Attorney, in consultation with the

City Administrator, will determine the most efficient and effective use of the Firm's attorneys and any outside counsel.

D. Retaining Other Legal Professionals.

It may be necessary or desirable in certain cases to retain the legal services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be paid directly to the professional providing such services. If the City Attorney recommends the services of any such professional to be used in this manner, such recommendation shall be submitted to the City Administrator for review and approval prior to utilization of the professional.

E. Fees and Expenses.

1. **General Non-Litigation Legal Services.** Time expended by the City Attorney on providing general non-litigation legal services, including any attorneys that may assist the City Attorney, is billed on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. The City Attorney's hourly rate is \$150 per hour. Other attorneys in the firm may have different rates; however, such rates shall not exceed the hourly rate of \$150 per hour. At the time of this Agreement, the Firm is authorized to bill the City for the services of attorneys Terry L. Miller and William J. Kimsey at a rate of \$150 per hour and attorney W. Cody Newsome at a rate of \$100 per hour. The City Attorney and/or the Firm must obtain approval from the City Administrator prior to billing any time for paralegals or other support personnel.

These rates may be modified over time by agreement with the City, usually at the first of the year when the City Attorney typically reviews his rate structure. In addition, the City Attorney shall bill for reimbursable expenses. The City Attorney and the Firm will comply with all applicable federal, state, and local ethics and gifts and gratuities laws, rules, and regulations with regard to reimbursable expenses. The cumulative total of fees for general nonlitigation services for the City Attorney and the Firm shall not exceed the amount of \$100,000 annually, without the prior written approval of the City Administrator.

2. **Litigation Legal Services.** Time expended by the City Attorney on providing services for litigation matters, including any attorneys that may assist the City Attorney, is billed on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. "Litigation matters" means all actions filed in Federal District Court, Superior Court, or State Court against the City. Separate billing will begin on litigation matters only after the date of filing of an action against the City. These litigation matters differ from those actions in which the City may be defended solely by its insurer. As long as the City, its elected officials, officers and personnel are named as parties to the litigation, the City Attorney is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the City and its officials. The City Attorney's hourly rate for litigation services is \$150 per hour. Other attorneys in the firm may have different rates;

however, such rates shall not exceed the hourly rate of \$150 per hour. At the time of this Agreement, the Firm is authorized to bill the City for the services of attorneys Terry L. Miller and William J. Kimsey at a rate of \$150 per hour and attorney W. Cody Newsome at a rate of \$100 per hour. The City Attorney and/or the Firm must obtain approval from the City Administrator prior to billing any time for paralegals or other support personnel.

These rates may be modified over time by agreement with the City, usually at the first of the year when the firm typically reviews its rate structure. In addition, the City Attorney shall bill for reimbursable expenses. The City Attorney and the Firm will comply with all applicable federal, state, and local ethics and gifts and gratuities laws, rules, and regulations with regard to reimbursable expenses. Time and expenses related to litigation services will be approved on a case-by-case basis in consultation with the City Administrator.

F. Fees and Expenses.

The City Attorney and/or the Firm shall forward all statements for services and expenses on a monthly basis via mail to the City of Dalton, P.O. Box 1205, Dalton, GA 30722, together with all backup required by the City's Finance Director. Payment shall be made within twenty (20) days of receipt of a compliant statement. The City will have the right to request additional notes and documentation as to individual charges. The City Attorney and/or the Firm shall respond in a timely manner to any questions about charges invoiced by the City Attorney. Monthly statements shall be mailed no later than the 10th of each month for the prior months' billing and must include a detailed breakdown of the service provided and total billable hours, to the nearest tenth of an hour for each charge.

G. Activities of the City Attorney.

The City Attorney and/or the Firm shall keep the Mayor, Council and the City Administrator informed about the progress of his activities on the City's behalf and also, upon the City's request, of his estimates concerning additional time and cost which may be required in any case or matter. These reports and updates will be as complete as the City Administrator required.

H. Conduct of the City Attorney.

The City acknowledges that the City Attorney and other attorneys from the Firm are engaged in the private practice of law for compensation in addition to their legal work for the City. The City Attorney and any other attorneys under his supervision will comply with the State Bar standards governing the professional conduct of lawyers and will not represent a client in private practice if doing so would constitute a concurrent conflict of interest or would impair in any way the attorney's ability to represent the City and the City's interests.

I. Resolution of Disagreement as to Terms.

In the event there is disagreement between the City Administrator and the City Attorney as to whether certain services are covered under this Agreement, the City Administrator shall

notify the City Attorney immediately for discussion and resolution. If the matter is not resolved by the City Administrator and the City Attorney, the matter shall be forwarded to City Council for a final determination.

J. Independent Contractor.

The City Attorney and the Firm shall be independent contractors of the City. Neither the City Attorney nor the Firm have any right to participate in any City-provided employee benefit program.

K. Membership.

The City Attorney and the Firm warrant that all attorneys performing duties under this Agreement are active members in good standing with the State Bar of Georgia and are admitted to practice before the appellate courts of the State of Georgia. The City Attorney and the Firm further warrant that any attorneys performing duties under this Agreement shall maintain such professional status during the term of this Agreement. If a writ of quo warranto is brought to determine the qualifications of the City Attorney to serve as the City Attorney and is granted, the City Attorney and/or the Firm will be responsible for all legal and defense fees associated with said action.

L. Term and Termination

The term of this Agreement shall commence on the date signed by the last signing party and will continue for one year after the date of said signing. Notwithstanding the expiration of the term of this Agreement, this Agreement shall automatically renew from year to year under the same terms and conditions as stated herein.

Either party may terminate this Agreement at any time by giving thirty (30) days' notice in writing to the other party. Notice of termination shall be delivered either in person; by certified mail, return receipt requested; or by statutory overnight delivery. The date of receipt or attempted delivery shall be the delivery date of such notice.

If this Agreement is terminated by the City other than for default by the City Attorney or an attorney supervised by the City Attorney or for any of the reasons set forth below, the City Attorney shall be paid for services performed and expenses incurred up to the effective date of termination. The City will also have the right to terminate this agreement immediately and without notice in writing if any of the following occur:

1. If the City Attorney ceases, for any reason, to be an active member of the State Bar of Georgia in good standing;
2. If the City Attorney and/or the Firm breaches this agreement;

3. If the City Attorney and/or the Firm fails to adequately render professional services as set forth herein;
4. If the City Attorney and/or the Firm engages or commits fraud, dishonesty or other acts of misconduct in the rendering of professional services as required herein;
5. If the City Attorney ceases to be affiliated with the Firm for any reason;
6. If the City Attorney fails or refuses to faithfully or diligently perform the provisions of this Agreement, as determined by the City; or
7. The City Attorney retires from the practice of law.

M. Entire Agreement; Modification; Severability; Warranties.

1. The City Attorney, the Firm, and the City understand, acknowledge, and agree that this Agreement contains the entire understanding of the City Attorney, the Firm, and the City with regard to the subject-matter hereof, that it supersedes any and all prior written or oral agreements or understandings between the City Attorney, the Firm, and the City regarding such subject matter, and that there are no other agreements, understandings, representations, or warranties regarding such subject-matter not set forth or otherwise referenced or incorporated herein.
2. The City Attorney, the Firm, and the City agree to execute any other agreement, consent, authorization, release, waiver, or other document or form determined to be necessary to enforce or give effect to the intent of this Agreement or any provision hereof.
3. The City Attorney, the Firm, and the City acknowledge, understand, and agree that this Agreement may not be modified or canceled in any manner, nor may any provision of it or any legal or equitable remedy with respect to it be waived, except in writing signed by all Parties.
4. The City Attorney, the Firm, and the City acknowledge, understand, and agree (i) that the terms, conditions, restrictions, limitations, and obligations set forth in the various paragraphs, sections, and provisions of this Agreement are intended to be, and shall be considered and construed as, separate and independent; (ii) that to the extent any such term, condition, restriction, limitation, obligation, paragraph, section, or provision (or any part or portion thereof) is determined to be invalid, void, or unenforceable by any court, arbitrator, or other authority having jurisdiction in the matter, it shall be considered deleted herefrom; and (iii) that any such determination shall not render invalid, void, or unenforceable any other term, condition, restriction, limitation, obligation, paragraph, section, or provision of this Agreement.

5. The City Attorney and the Firm acknowledge, understand, and agree that the City has the sole right to enter into and end the attorney-client relationship between the parties and that neither the City Attorney nor the Firm has any right to seek specific performance to continue serving as the City Attorney or as legal counsel to the City.

N. Construction and Execution

1. No provision of this Agreement is intended or shall be interpreted or applied so as to preclude either the City Attorney, the Firm, or the City from complying with any federal, state, or local law, rule, or regulation.
2. The City Attorney, the Firm, and the City acknowledge and agree that it is their mutual intent that this Agreement be interpreted, construed, and enforced according to the laws of the State of Georgia and that it be interpreted and construed as if drafted by the City Attorney, the Firm, or the City such that no rule of strict construction shall apply.
3. The City Attorney, the Firm, and the City acknowledge, understand, and agree that headings contained in this Agreement are inserted for convenience and ease of reference only, that they shall not be deemed to be a part of this Agreement for any purpose, and that they shall not in any way define or affect the meaning, construction, or scope of any of the terms or conditions hereof.
4. The City Attorney, the Firm, and the City agree that this Agreement may be executed in separate counterparts and that each counterpart shall be deemed an original with the same effect as if the City Attorney, the Firm, or the City had signed the original document.
5. Nothing in this Agreement, express or implied, is intended to confer on any person or entity not a party to this Agreement any right or remedy by reason of this Agreement.
6. No provision of this Agreement shall be deemed waived, nor shall there be an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.

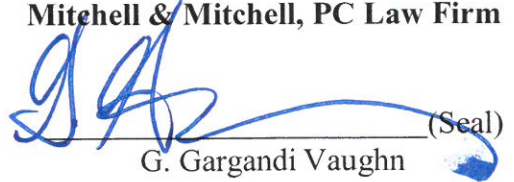
Duly Executed: April, 2019

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

City of Dalton, Georgia

Mitchell & Mitchell, PC Law Firm

By: _____
Mayor

 (Seal)
G. Gargandi Vaughn

Attest:

City Clerk