



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 19, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

- [1.](#) Mayor and Council Minutes of April 5, 2021

New Business:

- [2.](#) Ordinance 21-06 The request of City of Refuge to rezone from Heavy Manufacturing (M-2) to Mixed Use (MU) a tract of land totaling 2.13 acres located at 416 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-238-17-001)
- [3.](#) Ordinance 21-07 Renaming a Portion of Dug Gap Battle Road to Tony Ingle Parkway
- [4.](#) Task Order #3 with Croy Engineering for land and avigation easement acquisitions off the end of runway 32 at the Dalton Airport for the purpose of runway approach obstruction removal
- [5.](#) Dalton Municipal Airport Ground Lease with Mr. Steve Herndon for a 70'x70' plot of land for the purpose of constructing a corporate box hangar
- [6.](#) Ratification of Demolition Agreement and Easement for 807 Judd Terrace
- [7.](#) Professional Services Task Order 006 with Arcadis U.S., Inc.- Stormwater Infrastructure Strategy - City of Dalton, GA
- [8.](#) Renewal of HVAC Service Agreement with EMCOR for 100 S. Hamilton Street
- [9.](#) Lease Agreement with Downtown Dalton Development Authority for Office Space at City Hall
- [10.](#) Board Appointment for the DACVB Board

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 5, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, Gary Crews, and City Administrator Jason Parker.

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

PUBLIC COMMENTARY

Dalton Convention Center Director of Tourism Margaret Thigpen updated the Mayor and Council on the Convention Centers March events and the economic impact and also April's Upcoming events.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agenda of April 5, 2021. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of March 15, 2021. On the motion of Council member Harlan, second Council member Waugh, the minutes were approved. The vote was unanimous in favor.

SUPPLEMENTAL BOND RESOLUTION FOR ISSUANCE OF 2021 REVENUE BONDS
NOT TO EXCEED \$21 MILLION

Vice President of Davenport and Company Doug Gebhardt presented the Mayor and Council with the Pricing Results Presentation of the Series 2021 Bonds. Gebhardt stated the City received an excellent credit rating at Aa2. Gebhardt also stated the FHN Financial was the winning bidder at 1.82% all in true interest cost. On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved Supplemental Bond Resolution for issuance of 2021 Revenue Bonds (City of Dalton Projects) through the Dalton Building Authority not to exceed \$21million. The vote was unanimous in favor.

ORDINANCE 21-05 - REZONING REQUEST OF JOEL BANDA

NWGRC Assistant Planning Director Ethan Calhoun presented the request of Joel Banda to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.23 acres located at 303 Goodwill Drive, Dalton, Georgia. Parcel (12-216-01-003). On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the rezoning request. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH 1 PRIORITY ENVIRONMENTAL SERVICES, LLC

Public Works Director Andrew Parker presented the Professional Services Agreement with 1 Priority Environmental Services, LLC for Asbestos Abatement & Other Hazardous Material Removal for Residential Structures Located at 915 Brookwood Drive & 310 W. Waugh Street in the lump sum of \$16,200.00. On the motion of Council member Goodlett, second Council member Waugh, the Mayor and council approved the agreement. The vote was unanimous in favor.

CORRECTIVE ACTION PLAN & PERMANENT EASEMENT FOR DRAINAGE PROJECT NEAR 2200 ROCKY FACE CIRCLE

Public Works Director Andrew Parker presented the Corrective Action Plan & Permanent Easement for Drainage Project near 2200 Rocky Face Circle in an amount up to \$100,000.00. Parker stated that due to local heavy rain fall, a large sink hole was created that encompassed the shoulder of the City right of way and the yard of 2200 Rocky Face Circle. Parker stated the there is a storm drain system failure at the site. On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the Corrective Action. The vote was unanimous in favor.

ADJOURNMENT

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

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/5/2021

Agenda Item: **The request of City of Refuge to rezone from Heavy Manufacturing (M-2) to Mixed Use (MU) a tract of land totaling 2.13 acres located at 416 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-238-17-001)**

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See the attached staff analysis.

CITY OF DALTON
ORDINANCE
Ordinance No. 21-06

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Mixed Use (MU) Being A Tract of Land Totaling 2.13 Acres Located At 416 S. Glenwood Avenue (Parcel No. 12-238-17-001); To Provide An Effective Date; And For Other Purposes.

WHEREAS, City of Refuge, Inc. (Owner) has filed an application with the City to rezone property located at 416 S. Glenwood Avenue (Parcel No. 12-238-17-001);

WHEREAS, the Property is currently zoned Heavy Manufacturing (M-2);

WHEREAS, the Owner is requesting the Property be rezoned to Mixed Use (MU);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on March 22, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at 416 S. Glenwood Avenue identified as Parcel No. 12-238-17-001 is hereby rezoned from Heavy Manufacturing (M-2) to Mixed Use (MU).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

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 the _____ day of _____, 20__.

CITY CLERK
CITY OF DALTON

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: April 1, 2021

SUBJECT: The request of City of Refuge to rezone from Heavy Manufacturing (M-2) to Mixed Use (MU) a tract of land totaling 2.13 acres located at 416 S. Glenwood Avenue, Dalton, Georgia. Parcel (12-238-17-001) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 22, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Pamela Cudd.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested MU rezoning. Calhoun clarified that the MU zone district was unique and would be approved based on a site plan unlike most typical rezonings. Ms. McClurg asked Calhoun if there were any examples of other MU districts in the City to which Calhoun stated that the Crown Mill Village was an existing MU district in the City. There were no further questions for Calhoun.

Pamela Cudd stated that the proposal for the MU district was in order to add 8 loft apartments to the existing programs and offices within the existing structure. Cudd stated the request to add the apartments was in response to the City's housing plan and need for greater residential opportunities in the downtown area. Chairman Lidderdale confirmed with Cudd that the proposed apartment units would be for lease as an income generator for the nonprofit rather than the petitioner's proposal for a homeless facility a few years prior. Lidderdale then inquired the size of the proposed apartment units and Cudd stated that they would be approximately 1,000SF each depending upon limitations of the historic building. Some discussion occurred that resulted in the understanding that he proposed apartment units would have windows facing E. Morris St. Lidderdale then confirmed with Cudd that the former concern with oiled wooden floors had been resolved by the Fire Marshal. It was noted that the Fire Marshal had inspected and was in favor of the proposed building improvements. Mr. Thomas inquired the amount of one vs. two-bedroom units to which Cudd stated there would be a mix of some one-bedroom and some two-bedroom units. Lidderdale confirmed with Cudd that the apartments would have separate entrances from the rest of the uses in the building.

With no other comments heard for or against, this hearing closed at approximately 7:08pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested MU rezoning. Lidderdale then proposed discussion to determine if a condition needed to be placed on the proposed loft apartments requiring minimum lease periods of a minimum amount of time. It was determined that minimum lease thresholds would not be necessary. **Jody McClurg then made a motion to recommend the MU rezoning based on her agreement with the content of the staff analysis. John Thomas then seconded the motion and a unanimous recommendation to approve the MU rezoning followed, 4-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: City of Refuge is seeking a rezoning a tract of land at 120 East Morris Avenue near the downtown. The property totals 2.3 acres and their request is to rezone from Heavy Manufacturing (M-2) to Mixed Use (MU). The tract is presently a large (former) manufacturing structure with an off-street parking lot. The request was prompted by the desire to continue redeveloping the structure in order to serve as a youth and education center, food bank, meal service, offices, 8 loft apartments, counselling services, up-scale lower-level retail, community event center, wellness center, and vocational training center.

The surrounding land uses and zoning are as follows: 1) north across East Morris street are a restaurant and automobile and tire service station, zoned C-2; 2) to the east, are several tracts developed for off street parking as well as an adjacent commercial structure, zoned C-2 and M-2; 3) to the south is a commercial business (Bath and Lighting Gallery) as well as another commercial structure used for plumbing materials, zoned M-2; and 4) to the west is a large metal clad warehouse as well as a few commercial and manufacturing structures, all zoned C-4.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton.

<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 March 5, 2021 (16 days-notice) 2. Property posted March 5, 2021 (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.

This request is interesting because of the existing diversity of land use and zoning in this vicinity. The former pyramid style zoning ordinance allowed many incompatible uses to mix randomly, which explains why the uses and structures vary dramatically in this part of the city. The M-2 zone previously made all uses conforming uses under that severe mix design, which is no longer the case under the UZO. M-2, now, does not allow any type of residential, or general retail uses. The subject property is surrounded by commercial and industrial enterprises in all directions. Streets in this area, for the most part, have good pedestrian infrastructure including sidewalks and crosswalks allowing individuals to safely walk to and from the subject property. The subject property's existing structure has been utilized primarily as an office building for several years. The subject property has not been utilized for manufacturing purposes for quite some time. The proposed redevelopment of the subject property could only be possible within the MU zone district as requested. No other zone district allows for such a diverse blend of uses under a single roof or on a single tract of land. All MU developments are required to present a preliminary site plan, and that site plan will be the basis of an approval or denial. If a MU zone district is approved, the property will be tied to the approved preliminary site plan and, therefore, any significant alterations would require review and a revised submittal of the site plan. All of the proposed uses described in the application and shown on the preliminary site plan are uses already permitted within the nearby commercial zone districts. The proposed MU zone district and proposed site plan would allow for a much more appropriate character than the current M-2 zone district for this area.

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

No impact is expected on the businesses surrounding the subject property. Investment in an underutilized and outdated facility would likely complement those surrounding and nearby properties. Buffers would not be required for this rezoning based on existing zoning and characteristics surrounding the subject property. In fact, the proposed rezoning and site plan would allow for much more appropriate use of land than the existing M-2 zone district as it relates to the impact of adjacent property values.

(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's size, location along a high traffic commercial corridor, and its access to high capacity utilities and sewer make it an attractive property for industrial uses. It is also notable, however, that the subject property's structure is dated and would limit many types of modern industrial uses that can make structures like this a "hard sell" for strictly industrial and manufacturing use.

(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 (M-2) zoning.

The applicant is committed to redevelop the subject property's structure into a shelter for women and children including educational programs, a food bank and meal service, retail, as well as administrative offices. The rezoning request is sought only because of the organization's need to expand from their existing facilities in order to serve a larger population. The previous owner, Shaw Industries, donated the subject property to City of Refuge with this in consideration. The petitioners

have invested significant efforts in the redevelopment of the subject property but will need to obtain the requested rezoning in order to further invest in the property as shown in the attached preliminary site plan.

(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.

The vicinity likely has all available services - water, sewer, fire, natural gas, and electricity. With such diversity of uses under a single roof, staff efforts to ensure adequate parking exists for the proposed site plan will be necessary.

(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 character area designated for the subject property is absorbed into the Downtown character area which aims to expand the central business district. Primary uses within this character area are noted as offices, parks, retail, multi-family residential, government facilities/services, and mixed-use (including upper story residential), and government services. It is also stated that development patterns in this area should serve, and connect to, surrounding neighborhoods. If the CBD were to absorb the subject property in the future, then the (C-3) zone would surround the subject property. The C-3 zone district does share many of the same uses as are proposed in the attached preliminary site plan. Other development patterns suggested for the downtown character area include:

- Promote commercial, civic and leisure functions of the downtown and discourage industrial uses.
- Retain and enhance existing building stock with appropriate maintenance and rehabilitation.

The proposed site plan would satisfy the intent of the Downtown character area of the Comprehensive Plan and Future Development Map.

(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 (MU) 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.

The requested MU zone district requires a preliminary site plan for the staff analysis and final zoning action to be based upon, since MU allows for a more flexible mix of uses than typical zone districts. Based on the attached site plan, the proposed uses for the subject property are not at all in conflict with the types of uses permitted in the C-3 or C-4 zone districts with the exception of schools. All in all, the proposed MU rezoning would not constitute a “spot zone” even though it would be an island of MU. The inherent characteristic of the MU zone district is that it is a unique zone district and often applies to a single property surrounded by other zone districts. The intent of the required site plan allows staff to ensure the proposed site plan and uses are compatible with the surrounding area and ensures that no substantial deviation from the approved site plan may occur in the future without restarting the rezoning process.

(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 requested MU rezoning and attached site plan be approved based on the following factors:

- 1) The attached preliminary site plan allows uses that are similar to those existing in the vicinity of the subject property;
- 2) The attached site plan is a much better fit in regard to the Downtown character area of the Comprehensive Plan than the existing M-2 zone; and
- 3) Staff do not feel there is a probability that the current M-2 zoning designation will prompt business development at this location based on modern manufacturing trends.



City of Refuge Rezoning Request M-2, Heavy Manufacturing to MU, Mixed Use City of Dalton Jurisdiction

ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  General Commercial (C-2)
-  Central Business District (C-3)
-  Transitional Commercial (C-4)
-  Heavy Manufacturing (M-2)

FEET
200





City of Refuge Rezoning Request M-2, Heavy Manufacturing to MU, Mixed Use City of Dalton Jurisdiction

FEET
200



**City of Refuge Rezoning Request
M-2, Heavy Manufacturing
to
MU, Mixed Use
City of Dalton Jurisdiction**






**FEET
100**



City of Refuge Rezoning Request M-2, Heavy Manufacturing to MU, Mixed Use City of Dalton Jurisdiction

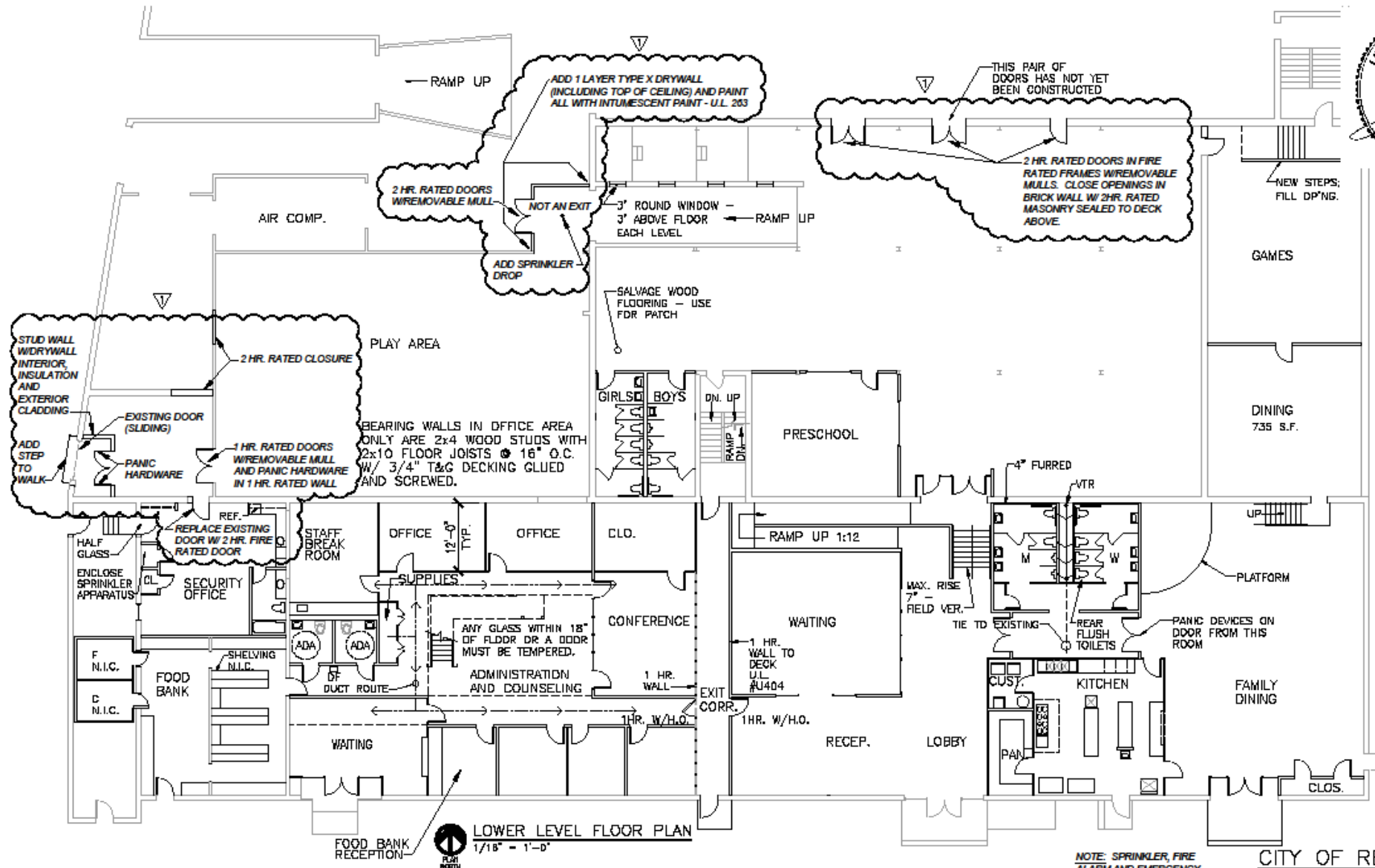


FUTURE DEVELOPMENT MAP

-  Downtown/Town Center
-  Industrial
-  Town Neighborhood Revitalization

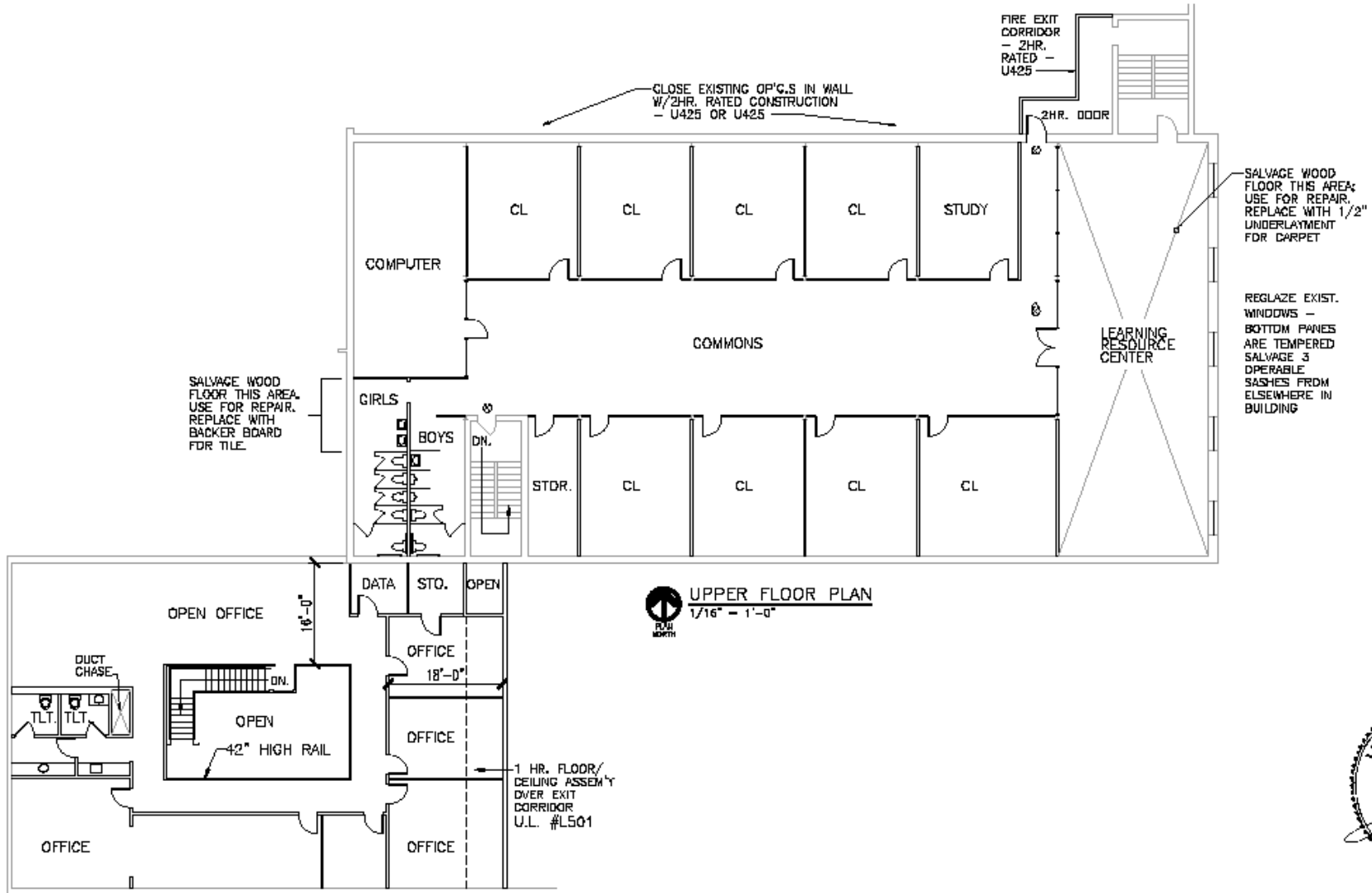
FEET
200



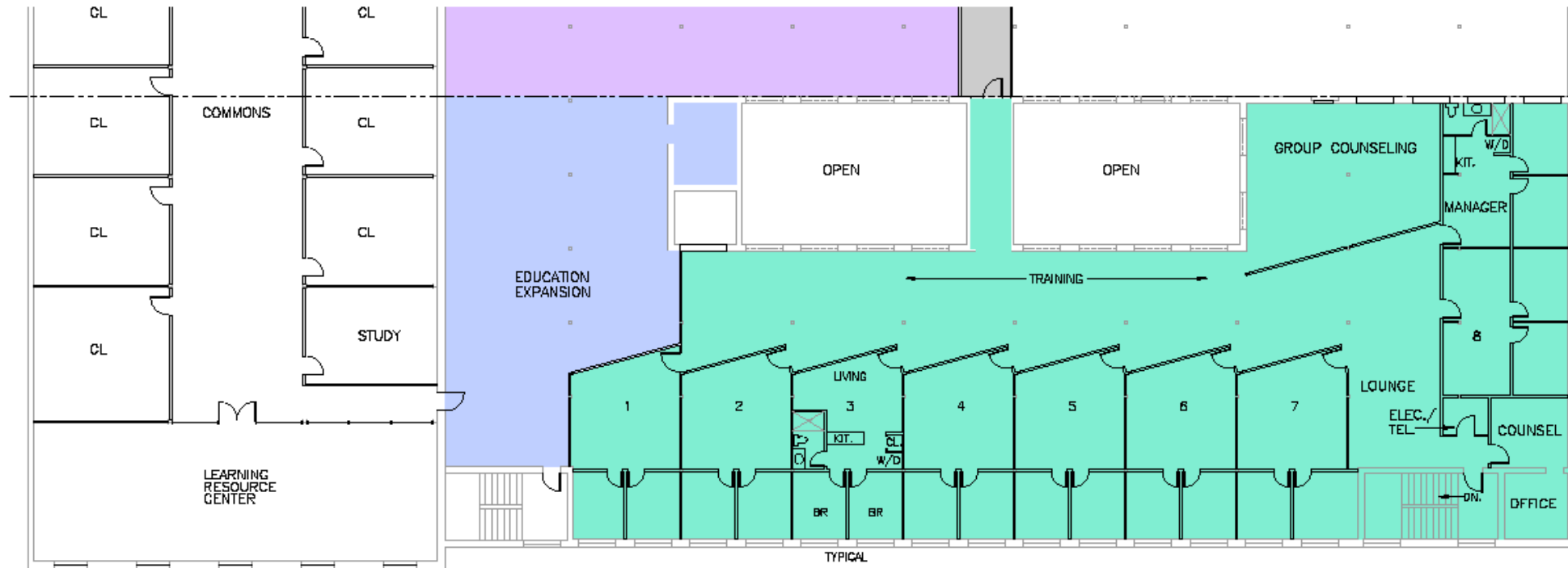



NOTE: SPRINKLER, FIRE ALARM AND EMERGENCY LIGHTING DESIGN BY OTHERS

CITY OF REFUGE
1/16" = 1'-0" 05-30-2018
REV. 08-12-2019
AS BUILT 08-25-2019



CITY OF REFUGE
1/16" = 1'-0" 05-28-2018
AS BUILT 08-28-2019




 UPPER FLOOR PLAN — EAST
 1/16" = 1'-0"

CITY OF REFUGE
 02-20-2021

FOR OFFICE USE ONLY:
DATE RECEIVED: 1/26/2021ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAPDalton: *
Varnell: _____
Whitfield Co: _____Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: CITY OF REFUGE DALTON Telephone: 706 226 1301Mailing Address: 416 S GLENWOOD AVE DALTON 30721Email: pamela.cadd@cityofrefugedalton.orgAddress of Property to be Rezoned: SAME AS ABOVEAmendment to: Zoning Map * Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 2.13 acres; _____ square feetExisting Zone Classification: M2Proposed Zone Classification: MUPresent Use of Property: OFFICES, FOOD BANK, DINING, EDUCATIONAL PROGRAMSProposed Use of Property: TO ADD VOCATIONAL TRAINING CENTER, COFFEE & PASTRY SHOP, YOUTH & EDUCATION CENTER, EVENT CENTER, BOUTIQUE, LOFT DWELLING (8 UNITS), RETAIL STORES, ATHLETIC & HEALTH CENTER

If multi-family, total number of units: _____

Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: Pamela CaddDate: 1/26/2021

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Special Use and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

100% CITY OF REFUGE

DIRECTOR- PAMELA CUDD

I appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the Special Use request set forth in the attached application.

Owner _____

Sworn to and subscribed
before me, this _____ day
of _____

Notary Public

(SEAL)

1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning/Special Use Application: January 26, 2021

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

1

If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2

Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) No

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 26 day of January, 2021.

Pamela G. Cudd
Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT***
(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning/Special Use Application: January 26, 2021


Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) NO

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 26 day of January, 2021.


Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

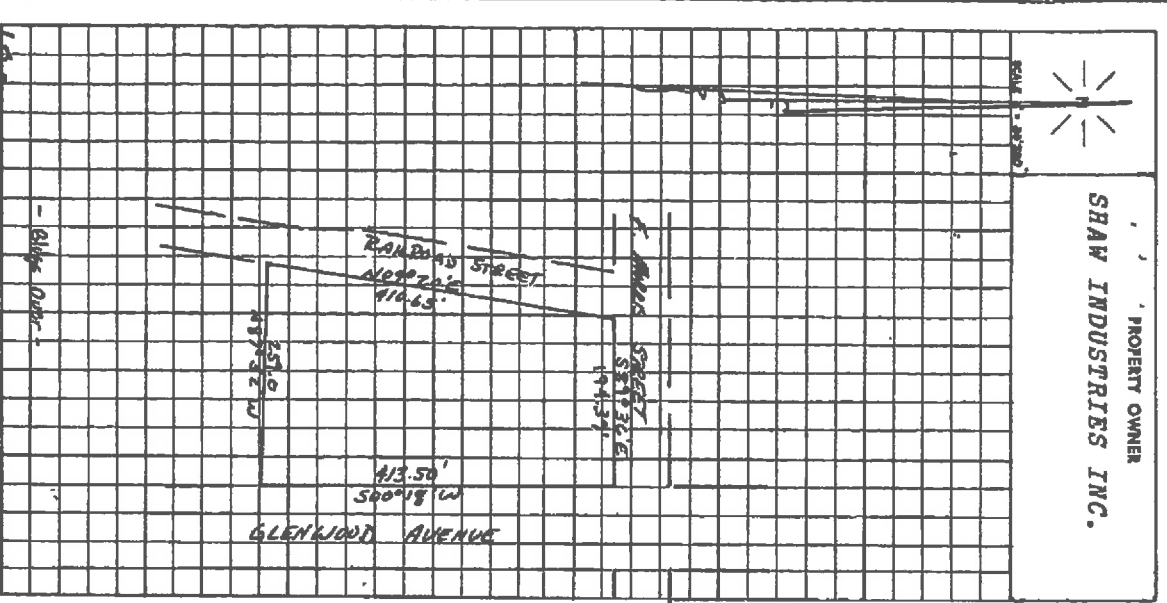
Special Use Questionnaire

1. There will be no impact on pedestrian safety or current traffic patterns.
2. Office Hours (Monday - Friday 9:00 AM - 4:00 PM)
Youth Center (Monday - Friday 4:00 PM - 9:00 PM)
Vocational Training Center - (Monday - Thursday 9:00 AM - 4:00 PM)
Retail Shops - (Monday - Saturday 10:00 - 6:00)
Coffee & Pastry Shop - (Monday - Saturday 7:00 AM - 9:00 PM)
Event Center (Days and times will vary)
3. Not applicable to this application
4. Exterior of the current structure will not change in height, size, or location.
5. The site has plenty of room to grow and will not effect sewage disposal.
6. This location is in a central non-intrusive location easily accessible to the local community. There will be no detrimental effects on nearby properties.



COMMERCIAL and INDUSTRIAL
PROPERTY RECORD CARD
WHITEFIELD COUNTY, GEORGIA

PROPERTY OWNER
SHAW INDUSTRIES INC.



PLOTTED BY: DRAWN BY: TEH
CLASSIFIED BY: DATE: 1-18-88

BUILDING		CONSTRUCTION DATA		BUILDING		BUILDING	
11/21/14	11/21/14	11/21/14	11/21/14	11/21/14	11/21/14	11/21/14	11/21/14
BUILDING		ROOF FRAME		ROOMS		BLOCK	
1		Wood		Shed		119	
2		Rt. Concrete		Office Unit			
3		Notes		Efficiency Apt.			
4		Notes		Rm. Apt.			
5		Notes		Rm. Apt.			
6		Notes		Rm. Apt.			
7		Notes		Rm. Apt.			
8		Notes		Rm. Apt.			
9		Notes		Rm. Apt.			
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Attn: Sandra Hewitt
P.O. Box 2128
Dalton, GA 30722-2128

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Georgia Transfer Tax Paid \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06461 Pg 0200-0205
dora 749

[ABOVE SPACE RESERVED FOR RECORDING DATA]

After Recording, Return to:

Johnny D. Latzak, Jr., Esq.
Bryan Cave LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, N.W.
Atlanta, Georgia 30309

STATE OF GEORGIA

COUNTY OF WHITFIELD

QUITCLAIM DEED

THIS DEED, made this 27th day of January, 2017 between **SHAW INDUSTRIES GROUP, INC.**, a Georgia corporation (hereinafter called "Grantor") (successor by name change to Shaw Industries, Inc.), and **CITY OF REFUGE INC.**, a Georgia not-for-profit corporation (hereinafter called "Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quitclaim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with all the rights, members and appurtenances to the Property in anywise appertaining or belonging thereto.

EXHIBIT "A" (Page 3 of 4)

A certain tract or parcel of land located in the City of Dalton, County of Whitfield, State of Georgia, being a 20 foot alley running east and west from South Glenwood Avenue to Railroad Street, located south of Lots 1, 3, 5, and 7 of East Morris Street and north of Lot 12 on South Glenwood Avenue.

Also; A certain tract or parcel of land lying and being in The City of Dalton, County of Whitfield, State of Georgia, being more particularly described as an alley running north and south through Lots 12, 14, 16 and 18 on South Glenwood Avenue, as shown on the Salp Map as the City of Dalton.

All that tract or parcel of land lying and being in the City of Dalton, State of Georgia, and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the south side of East Morris Street and the west side of Glenwood Avenue, formerly Depot Street, for a point and the point of beginning of the property described herein; thence along the west margin of Glenwood Avenue South $00^{\circ} 18'$ West a distance of 413.50 feet to a point; thence North $87^{\circ} 52'$ West a distance of 259.00 feet to a point located on the east right-of-way of Railroad Street; thence along the east right-of-way of Railroad Street North $09^{\circ} 20'$ East a distance of 410.65 feet to a point located at the intersection of the east right-of-way of Railroad Street and the south right-of-way of Morris Street; thence along the south right-of-way of Morris Street South $89^{\circ} 36'$ East a distance of 194.39 feet to a point and the point of beginning, LESS AND EXCEPT that portion of the above property conveyed to Department of Transportation in right-of-way deed recorded in Deed Book 957, Page 109, Whitfield County Records.

Said tract containing 2.13 acres, and being more particularly shown on plat of survey no. C-21547 by West Point-Pepperell, Inc.'s Engineering Department, dated November 20, 1987. A reduced copy of which is attached hereto as Exhibit "A-1" and by reference thereto made a part hereof.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-19-21

Agenda Item: Ordinance 21-07 Renaming a Portion of Dug Gap Battle Road to Tony Ingle Parkway

Department: Fire Department

Requested By: Mayor and Council

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:

Ordinance 21-07 Renaming a Portion of Dug Gap Battle Road to Tony Ingle Parkway

**CITY OF DALTON
ORDINANCE NO. 21-07**

To Change The Name Of A Portion Of The Street Right-Of-Way In The City Of Dalton Known As Dug Gap Mountain Battle Road From Mile Marker 0.00 At The Intersection Of College Drive Westerly To Its Intersection With Battlefield Parkway; To Name That Portion Of The City Street As “Tony Ingle Parkway” In Honor And Memory Of The Legendary Coach Tony Ingle; To Authorize Erection Of Appropriate Signage; And For Other Purposes

WHEREAS, a son of the City of Dalton and Whitfield County (June 11, 1952-January 18, 2021) became the legendary basketball coach in all of the National Junior College Athletic Association, the National Collegiate Athletic Association, and the National Association of Intercollegiate Athletics coaching the Dalton State College Roadrunners in its 2014-15 season to the Men’s NAIA National Championship and being selected as NAIA’s Coach of the Year before his retirement in 2018; and

WHEREAS, Coach Tony Ingle himself was a star basketball player at North Whitfield High School and at Dalton Junior College finishing his playing career at Huntingdon College; and

WHEREAS, Coach Tony Ingle’s coaching career began at Gordon College took him to the University of Alabama Huntsville, Brigham Young University, Kennesaw State University, and finally Dalton State College; and

WHEREAS, Coach Tony Ingle was a published author, motivational speaker and life model for those young men whom he coached and the many who came into his orbit; and

WHEREAS, it is fitting that the City of Dalton honor Tony Ingle’s life, his body of work, and his family by designating as the “Tony Ingle Parkway” the street at Dalton State College and the Trade and Convention Center;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of same IT IS HEREBY ORDAINED AS FOLLOWS:

-1-

That portion of the municipal right-of-way known as Dug Gap Mountain Battle Road between mile marker 0.00 at College Drive extending westerly past the Trade and Convention

Center to its intersection with Battlefield Parkway is hereby named and designated as “Tony Ingle Parkway.”

-2-

In compliance with Ordinance Section 98-47 this change of name is pursuant to Section 98-47 (d) upon recommendation of the Chief of the Dalton Fire Department who has in writing contacted the abutting property owners as required by Section 98-47(f).

-3-

Proper street signage in accordance with City and State traffic regulations shall be erected on the designated right-of-way.

-4-

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

SO ORDAINED this _____ day of April, 2021.

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/19/2021

Agenda Item: Airport - Phase 1 Land Acquisition Services for Runway 32 Approach Obstruction Removal

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: \$43,070

Funding Source if Not in Budget General Fund - to be 100% reimbursed by FAA and GDOT

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

Phase 1 Land Acquisition Services for Runway 32 Approach Obstruction Removal is an approved project on our 5-year Federal/State CIP. Seeking approval for Croy Engineering to begin property acquisition work. Scope of work includes Project Formulation, Surveys, Environmental Services, Appraisals and Land Acquisition Negotiations at a fee of \$43,070. The scope and fee has been reviewed and approved by GDOT and fee is 100% reimbursable by Federal and State funds upon execution of land purchase agreements with the land owners.

TASK ORDER NUMBER THREE

This Task Order is made as of this ____ day of APRIL, 2021, under the terms and conditions established in the MASTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (the Agreement), between CITY OF DALTON, GEORGIA (OWNER) and CROY ENGINEERING, LLC (ENGINEER). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*Phase 1 Land Acquisition Services for Runway 32 Approach
Obstruction Removal*

Section A - Scope of Services

The Dalton Municipal Airport, Dalton, Georgia (hereinafter called Sponsor) will provide for professional services for the acquisition of two (2) parcels located southeast of the Airport in the Runway 32 TERPS Approach Surface. One parcel will be acquired fee simple and one will be acquired by easement. The following parcel numbers are represented on the most recently approved Exhibit A/Property Map for the Dalton Municipal Airport.

Parcel 64 – Whitfield County Tax Parcel Number 08-003-01-000. The property is located in unincorporated Whitfield County, Georgia along Airport Road. The property contains 129 acres of rural and wooded land. This property will be acquired fee simple. As shown in the Exhibit as Appendix A, Parcel 64A (50 acres) is being acquired to maintain control of the Runway Protection Zone and for obstruction removal within the TERPS approach surface. Parcel 64B (25.7 acres) is being acquired because it is considered an uneconomical remnant with no road access.

Parcel 67 – Murray County Tax Parcel Number 0015 039. The property is located in unincorporated Murray County. The property contains a total of 84.99 acres of rural and wooded land. Approximately 20 acres of this property will be acquired as an aviation easement.

Element 1 – Project Formulation shall include the preparation or work scope, fees, pre-design/scoping meeting with GDOT and the Sponsor, scope and fee approval meeting, and application for funding assistance.

Element 2 – Survey Work shall include providing Property Research, Survey Field Work, and Survey Plan/Land Division.

1. **Field Coordination:** Coordinate with the field crew for 2 parcels.
2. **Survey Field Work:** Provide the field technicians and personnel necessary to perform the field discovery of the boundary lines as outlined and researched in the existing deeds and plats. This will also include the effort to measure the boundary lines features per the Georgia Plat Act Standards.
3. **Office Preparation:** Includes the work necessary to provide the office support for the surveying of 2 parcels.
4. **Plat Preparation:** Includes the work necessary to complete the plats for 2 parcels.
5. **Legal Descriptions:** Include the work necessary to complete legal descriptions for 2 parcels.
6. **QAQC:** Includes the time necessary to QAQC all work.

Element 3 – Environmental Services shall include the preparation of a Categorical Exclusion Checklist Form for 2 Parcels and a Phase I Environmental Site Assessment for 1 parcel.

Element 4 – Appraisals shall include procurement of appraisal and review appraisal as follows and coordination with GDOT and FAA as needed:

1. **Appraisal** shall include obtaining a qualified appraiser in accordance with the requirements of the Advisory Circular AC 150/5100-17 and managing the appraisal contract.
2. **Review Appraisal** shall include obtaining a qualified review appraiser and management of the review appraiser content. The review appraiser must review the appraisal to ensure conformance to applicable standards and FAA requirements. The review appraiser will approve the appraisal and the amount of the appraised fair market value of the property to be acquired.

Element 5 – Land Acquisition: Negotiations & Documentation shall include acquisition recommendations and preparation of draft negotiation letters for the Sponsor, meetings and negotiations with property owners, prepare agreements and coordinate with the City attorney for acquisition, and coordination with GDOT, as needed. This element includes time for 3 visits to the airport per parcel. One each for initial offer meeting, one for a follow up and one to close out.

All closing cost and associated City Attorney's fees are included. The land purchase cost will be paid by the Authority. GDOT will not participate in the land acquisition services or land purchase reimbursements until the acquisition is complete.

Element 6 – Exhibit "A" Update shall include adding the parcel to the existing Exhibit "A" and providing an electronic update and submittal to GDOT of Exhibit "A".

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular AC 150/5100-17 entitled "Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects".

Deliverables will consist of the compilation and submittal to GDOT of all documents necessary to close the project. Below is a list by element that outlines the supplied deliverables.

1. As part of the land acquisition assistance, two (2) electronic copies (formats below) and two (2) hard copies of the following shall be provided to GDOT:
 - a. Parcel Plat (.pdf and Microstation or AutoCAD)
 - b. Appraisal (.pdf)
 - c. Review Appraisal (.pdf)
 - d. Signed Deeds
2. Exhibit "A" (.pdf)
3. Acquisition and negotiation records and documentation

Project Scope Exclusions

- The CSPP Checklist will not be completed by Croy Engineering.
- No DBE Tracking will be performed during this project.
- No drainage design is included in this project scope.
- 50% submittal to GDOT will be one (1) pdf of an "In-progress" set of drawings, submitted solely to show design progression.
- No erosion control plan will be completed for this project.

- No monthly updates or reports are included for the design phase of this project.

The scope of this project is reserved to aviation easement acquisition only on the seven (7) parcels mentioned, and no fee simple acquisition. Any alterations to this will be addressed in additional consultant fees at that time.

Section B - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule: Work shall begin within ten (10) days of the notice to proceed. A signed copy of this Task Order will serve as ENGINEER's notice to proceed.

Proposed Schedule

Appraisals	NTP + 45 Days
Review Appraisals	NTP + 75 Days
Surveys	NTP + 45 Days
Negotiations	NTP + 90 Days
GDOT 50% Plan Set Submission	NTP + 60 Days
GDOT 90% Plan Set Submission	NTP + 90 Days
GDOT 90 % Comments	NTP + 105 Days
100% Plan Set with Response to GDOT Comments	NTP + 120 Days

Section C - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$43,070, payable according to the following terms:

- a. Invoicing will be submitted monthly for work completed to-date.
- b. A lump sum fee applies for each task as follows, and shall be billed based upon percentage of work completed to-date. Expenses for services such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the lump sum fee, and shall be billed separately as a reimbursable expense. The lump sum fee and estimated budgets for expenses are as follows:

Element 1 – Project Formulation **\$ 1,519**

Lump Sum Fee: \$ 1,519
Estimated Expenses: \$ 0

Element 2 – Survey Work **\$17,092**

Lump Sum Fee: \$16,519
Estimated Expenses: \$ 574

Element 3 – Environmental Services **\$ 5,171**

Lump Sum Fee: \$ 4,600
Estimated Expenses: \$ 571

Element 4 – Appraisals **\$ 8,415**

Lump Sum Fee: \$ 8,415
Estimated Expenses: \$ 0

Element 5 – Land Acquisition Negotiations **\$10,245**

Lump Sum Fee: \$ 9,505

Estimated Expenses: \$ 740

Element 6 – ALP Update **\$ 627**

Lump Sum Fee: \$ 627

Estimated Expenses: \$ 0

DESIGN FEE \$43,070

2. Compensation for Additional Services (if any) shall be paid by OWNER to ENGINEER according to the following terms: Compensation for additional services shall be paid by the OWNER to the ENGINEER per the Croy Engineering Standard Hourly Rate Schedule attached to this Proposal.

Section D - Owner's Responsibilities

OWNER shall perform and/or provide the following in a timely manner so as not to delay the Services of ENGINEER. Unless otherwise provided in this Task Order, OWNER shall bear all costs incident to compliance with the following:

N/A

Section E - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

N/A

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

CITY OF DALTON, GEORGIA

ENGINEER:

CROY ENGINEERING, LLC

ANDREW WIERSMA
Airport Manager

GREGORY D. TEAGUE, P.E.
President

ATTEST:

ATTEST:

RUSSELL D. MOOREHEAD, PE.
Vice President

Exhibit “B” Hourly Rate Schedule**Croy Engineering, LLC
STANDARD HOURLY RATES**

Principal	\$232.50
Project Manager	\$197.47
Engineer 3	\$164.29
Engineer 2	\$145.39
Engineer 1	\$132.71
Designer 2	\$126.37
Designer 1	\$117.20
Tech 2	\$102.38
Tech 1	\$94.79
CADD Operator	\$76.56
Admin	\$88.02
Field Rep 3	\$119.60
Field Rep 2	\$101.96
Field Rep 1	\$97.62
RLS/Survey Manager	\$189.55
Crew (2-Person)	\$176.12
Crew (3-Person)	\$237.23

Please note that expenses such as mileage, document reproduction, permit application fees, shipping costs, etc. are not included in the fees above, and shall be billed separately as a reimbursable expense.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/19/2021

Agenda Item: Land Lease for Corporate Hangar at Dalton Municipal Airport

Department: Airport

Requested By: Andrew Wiersma

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:

Seeking approval for a long-term lease with Mr. Steve Herndon who plans to build a box hangar at the Airport to house his aircraft. Mr. Herndon will pay for land development and building costs and the Airport will gain monthly ground-lease revenue. Ground lease rates are in-line with current industry standards and have a built-in annual increase based on the Consumer Price Index.

STATE OF GEORGIA
COUNTY OF WHITFIELD

DALTON MUNICIPAL AIRPORT GROUND LEASE

THIS LEASE AGREEMENT is effective as of the 19TH day of April, 2021 (the "Effective Date") by and between the CITY OF DALTON, a municipal corporation (the "Lessor"); and Steve Herndon, an individual, (the "Lessee").

WHEREAS, the Lessor is the owner of that certain tract or parcel of land more particularly described in Exhibit "A" of this Lease Agreement (the "Premises"); and

WHEREAS, it is the desire of the Lessor and the Lessee to enter into a lease agreement with respect to the Premises.

THEREFORE, the Lessor, for and in consideration of all the conditions, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent the Premises unto the Lessee; and the Lessee hereby agrees to lease and take up the Premises from the Lessor on those same terms and conditions that hereinafter appear.

1. THE PREMISES: The Lessee hereby leases from Lessor a seventy (70) foot by seventy (70) foot property upon the premises of the CITY OF DALTON MUNICIPAL AIRPORT (the "Airport") as more particularly described on the plat attached hereto as "Exhibit A" and made a part hereof (the "Premises").

2. THE HANGAR: Lessee shall construct an aircraft hangar on the Premises that has dimensions of sixty (60) feet by sixty (60) feet (the "Hangar"). The design and placement of the Hangar on the Premises shall be subject to written approval by the Dalton Airport Authority ("DAA") prior to the commencement of construction. All Hangar construction activities by Lessee shall be completed in a manner so as to cause minimal conflict with Airport activities and in any event shall be completed with twelve (12) months from the date of this Lease.

Lessee shall have a forty-five (45) day feasibility period following the effective date of this Lease, during which time Lessee may complete such surveys, testing or analysis as Lessee deems appropriate. If Lessee determines during the feasibility period that the Premises are unsatisfactory or unsuitable to Lessee, Lessee shall be entitled to terminate the Lease by giving notice of termination to the Lessor in writing prior to the end of the feasibility period.

Lessee shall be responsible for property tax on the Hangar and its contents. Lessee shall allow no materialman's or other lien to attach to the Premises or improvements thereon, except as specifically approved in advance in writing by Lessor. Lessee indemnifies and holds Lessor, the DAA, their officers, employees and agents harmless from any and all claims arising due to the construction of any improvements on the Premises whether in contract or due to injury or damage to persons or personal property on the Premises due to said construction.

Lessor, during the Term, grants and conveys to Lessee (a) an easement for ingress over and across such portion of the Airport as is reasonably necessary, in the sole discretion of Lessor, to provide access to the Property and, (b) a construction easement over and across that portion of the Airport reasonably necessary, in the sole discretion of Lessor, to construct the Hangar on the Premises.

3. TERM: The term of this Lease shall be for twenty-five (25) years commencing on the Effective Date and terminating at midnight on April 18, 2046 unless sooner terminated as hereinafter provided in this Lease.

4. RENT: Lessee agrees to pay Lessor Two Hundred Forty-Five Dollars (\$245.00) (the "Base Rental") per month as rental for the use of the above described Premises. Rent is payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Lessee shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

5. UTILITIES: The Lessee shall be solely responsible for all charges for gas, electricity, telephone and other utilities services used, rendered, supplied or imposed upon the Premises and shall indemnify the Lessor and save it harmless against any liability or charges on account thereof. If the Lessee does not pay such utility charges when due, the Lessor may pay the same and such payment shall be added as additional rent hereunder.

6. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (meaning that Lessee shall not provide any aeronautical service offered to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Lessee's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Lessor and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Lease.

Lessee and every person entering the Property or the Airport as a member, guest, employee or invitee of Lessee shall abide by all laws, ordinances, rules, regulations, of the Federal Aviation

Administration, the federal government, the State of Georgia, the Lessor and the DAA for the operation and use of the Airport together with all other duly constituted public authorities having jurisdiction. Lessee shall be responsible for ensuring that any person entering the Airport or the Property as a guest, member, employee or invitee of Lessee abides by all such rules. Failure to do so may result in termination of this Lease.

Lessee will not compete with Lessor, or engage as a fixed Base Operation (FBO), or local fueling agent, at the Airport unless agreed upon in writing by Lessor.

7. **INDEMNIFICATION AND INSURANCE:** Lessee shall indemnify Lessor from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or accruing by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Lessee, its agents, officers, employees, invitees or licensees and from all expenses incurred by Lessor as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs. Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease and annually thereafter. Such insurance policies shall name Lessor as an additional insured.

Lessee agrees that all personal property that may be at any time in the Premises shall be at Lessee's sole risk or at the risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Lessor. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Lessee and may be disposed of by Lessor without liability to Lessee.

8. **AFFIRMATIVE COVENANTS OF LESSEE:** The Lessee covenants and agrees that the Lessee will, without demand:

- a. Keep the premises reasonably clean and free from all rubbish, dirt and other matter;
- b. At the Lessee's own expense maintain the Premises and the improvements thereon in good repair and at least as good condition as they existed at the time of the commencement of this Lease after construction thereof, allowing for ordinary wear and tear;
- c. Make all necessary repairs, interior and exterior, to all improvements located upon the Premises;
- d. Comply with any requirements of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to the Lessee or its business and to the Lessee's use of the Premises, and further, to hold the Lessor harmless from any penalties, fines, costs or damages including any attorney's fees associated with defending against such penalties or fines from any failure of the Lessee to do so;
- e. Give to the Lessor prompt notice of any accident, fire or damage occurring on or to the Premises;
- f. Remove, on or prior to the expiration of this Lease, any signs located on the Premises

by or on behalf of the Lessee which can be removed without damage to the Premises. The Lessee agrees that any such signs remaining on the Premises after the time and date of termination of this Lease may be deemed abandoned by the Lessee to the Lessor.

- g. Indemnify the Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by on behalf of any person or entity arising out of either:
 - (i) The failure by the Lessee to perform any of the terms or conditions in this Lease;
 - (ii) Any laborer's, materialman's or mechanic's lien or security interest filed against the Premises;
 - (iii) All claims, damages, expenses, liabilities, actions or causes of action of any kind or nature arising from breaches of the Lessee's representations, warranties or covenants hereunder or from acts or failure to act occurring, or conditions existing, during the Lessee's occupancy of the Premises.
- h. Secure any and all permits for such use as the Lessee intends to make of the Premises prior to the Effective Date of this Lease and upon obtaining such permit the Lessee shall not use Premises in any manner inconsistent with or in violation of such permit.

9. **NEGATIVE COVENANTS OF LESSEE:** The Lessee covenants and agrees that it will do none of the following things without Lessor's prior written consent which consent shall not be unreasonably held:

- a. Occupy the Premises in any type or manner or for any other purpose than set forth in this Lease ;
- b. Assign, mortgage or pledge Lessee's interest under this Lease ;
- c. Sublease any of the Premises.
- d. Use the Premises for the "treatment", "storage", or "disposal" of any "hazardous waste", as such terms are defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et.seq., as amended;
- e. Release on the Premises a "hazardous substance" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §9601 et.seq., or install or maintain an underground storage tank as defined under State and federal environmental laws and regulations in addition to any underground storage tank located on the Premises at the commencement of this Lease;
- f. Do or knowingly permit any other person to do anything on the Premises, or any part thereof, or doing or knowingly permitting anything to be brought or kept on the Premises, or knowingly permit the use of the Premises for any business or purpose, that would:
 - (i) Cause an increase in the recognized standard rate of any insurance on the Premises; and
 - (ii) Cause a violation of any requirements of the constituted public authorities within the terms of any State or federal statutes or local ordinances or regulations applicable to the Lessee's use and occupancy of the Premises.

10. **NO REPRESENTATION BY LESSOR:** Neither the Lessor nor the Lessor's agents have made any representations or promises with the respect to the Premises, except as expressly set forth herein. The taking of possession of the Premises by the Lessee shall be

conclusive evidence against the Lessee, and the Lessee accepts the Premises "as is", that the Premises and any portion thereof occupied by the Lessee at the commencement of this Lease Agreement are in satisfactory condition.

11. **ADDITIONAL COVENANTS:** Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the interruption of the use of the Premises. Provided, however, Lessor shall give fifteen (15) days prior written notice to Lessee of any planned and known interruption due to construction work scheduled by the Lessor. Lessee specifically agrees that its leasehold of the Premises and any right thereunder shall be subordinate to the Lessor's operation of a municipal airport and that the Lessor may take any reasonable action necessary in furtherance of the operation of a municipal airport without incurring liability to the Lessee, and the Lessee waives any claim against the Lessor for damage or expense incurred by it as a result of the Lessor's municipal airport operation, construction or maintenance, excluding however the Lessor's negligent or unlawful acts.

It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, the Lessor shall have the right at all time to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from doing so at any time or times, and further, that the failure of the Lessor at any time or times to enforce its right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

Lessee agrees to grant to the Lessor, its employees and agents reasonable access to the Premises and the improvements on the Premises.

12. **IMPROVEMENTS:** Lessee agrees that it will not remove the permanent improvements on the Premises during the term of the Lease, except with prior written permission of the Lessor. All improvements located upon the Premises after the termination of this Lease shall remain on and shall not be removed from the Premises. At the termination of this Lease, all such improvements shall remain and become the property of the Lessor and the Lessee shall execute any instrument(s) or documents(s) reasonably requested by the Lessor to evidence that transfer of title and interest.

13. **EVENTS OF DEFAULT:** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

- a. Any part, portion, or component of the rent or any other sums payable under this Lease are not paid within five (5) days after receipt of the Lessor's notice that the same is past due;
- b. Any petition is filed by or against the Lessee under any section or chapter of the Federal Bankruptcy Code, and, in case of a petition filed against the Lessee, such petition is not dismissed within 30 days after the date of such filing;
- c. Lessee becomes insolvent;

- d. Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease Agreement, other than payment of rent, which breach is not cured within thirty (30) days after written notice by the Lessor of such default is given to the Lessee, and, if the failure cannot be reasonably cured within such thirty (30) days period, the Lessee fails to commence in good faith to cure the breach within such thirty (3) day period.

14. **REMEDIES:** Upon the occurrence of an Event of Default the Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease

- a. Lessor may terminate this Lease, in which event the Lessee shall immediately surrender the Premises to the Lessor. If the Lessee fails to do so, the Lessor may, without prejudice to any other remedy the Lessor may have either by law or by this Lease, enter upon the Premises and obtain a writ of Possession and then remove the Lessee and the Lessee's personal property without being liable to the Lessee in any manner whatsoever for damages therefrom. Lessee shall be liable to the Lessor for, and shall indemnify and hold the Lessor harmless from and against, all costs or damage which the Lessor may suffer by reason of such termination of this Lease, whether through inability to relet the Premises, through a decrease in rent received, by damage to the Premises, or otherwise.
- b. Lessor may enter the Premises if abandoned and remove the Lessee and its personal property and may relet the Premises as the agent of the Lessee and receive such rent therefore as the agent of the Lessee.

15. **REMEDIES CUMULATIVE:** All of the remedies hereinbefore given to the Lessor and all rights and remedies given by law or in equity to the Lessor shall be cumulative and concurrent. No termination of this Lease or taking or recovering of the Premises shall deprive the Lessor of any of its remedies or actions against the Lessee including but not limited to rent due under the terms hereof in the future as if there had been no termination, nor as to bringing of any action for rent or breach of covenant, nor shall resort to any other remedy herein provided for the recovery of rent be construed as a waiver of possession of the Premises.

16. **PARTIES BOUND:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of the parties. The word "Lessee" shall be deemed to and be taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more.

17. **NOTICES:** Except for the legal process which may also be served as provided by law, all notices required or desired to be given with respect to this Lease Agreement shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service, Certified, Return Receipt Requested, and properly addressed as follows:

To LESSOR:

City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205
Attention: City Administrator

To LESSEE:

Such addresses may be changed from time to time by either party by notice in writing to the other.

18. **NO ESTATE IN LAND:** This Lease creates the relationship of landlord and tenant between the Lessor and the Lessee. No estate shall pass out of the Lessor, and the Lessee has only a usufruct which is not subject to levy and sale.

19. **HOLDING OVER:** In no event shall there be any renewal of this Lease by operation of law, and if the Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, the Lessee shall be deemed a tenant at will and such tenancy may be terminated by either party as then provided by the laws of the State of Georgia.

20. **SEVERABILITY:** If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its terms, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless the Lessee is prohibited from the rental of hangar space, in which event, either party may terminate this Lease upon written notice to the other setting forth the cause.

21. **SUCCESSORS AND ASSIGNS:** The provisions of this Lease shall inure to the benefit of and be binding upon the Lessor and the Lessee, their respective permitted successors and assigns.

22. **GOVERNING LAW:** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

23. TIME IS OF THE ESSENCE: Except as otherwise specifically provided herein, time is of the essence of this Lease in each and all of its provisions.

24. EXECUTION: This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

25. QUIET ENJOYMENT: If and so long as Lessee pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises subject to right of Lessor by its agents to inspect reasonably.

26. COMPLETE AGREEMENT; AMENDMENTS: This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

27. ATTORNEY FEES: Attorney Fees. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney at law, Lessee agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LESSEE:

By:_____

LESSOR:

CITY OF DALTON, GEORGIA

By:_____

Mayor

ATTEST:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/19/2021

Agenda Item: Demolition Agreement and Easement for 807 Judd Terrace Residential Structure

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: Estimated \$2,000 (Landfill Tipping Fees)

Funding Source if Not in Budget To be reimbursed by the property owner

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

The attached agreement is to facilitate demolition of the residential structure located at 807 Judd Terrace which is vacant, substandard, deteriorated, and dilapidated. These issues constitute a violation of the City's ordinances, and the property owner is consenting to allow the City to perform demolition of the structure under certain terms as outlined in the agreement. The property owner agrees to pay the City's invoice for disposal fees of the demolition debris. The site has been previously cleared of asbestos by a certified abatement contractor.

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 6801, Page 797

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 Genaro Fraire ("Owner"), witness the following:

RECITALS

The City claims that the residential structure, referred to herein as "the Building" located at 807 Judd Terrace, Dalton, Georgia, with the following legal description:

All that tract or parcel of land lying and being in Land Lot No. 259 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Tract No. 4 of the Mabel L. Ingram Estate, as per plat recorded in Plat Cabinet C, Slide 712, Whitfield County, Georgia Land Records and being more particularly described as per plat of survey prepared by N. B. DeLoach, Registered Land Surveyor, dated April 8, 1992, as follows:

Beginning at an iron pin which located North 74 degrees 06 minutes 22 seconds West 100 feet from a point located on the Westerly right of way line of Walnut Avenue, said point being located 166.33 feet Northeasterly as measured along the Westerly right of way line of Walnut Avenue from its intersection with the centerline of Judd Terrace; thence North 74 Degrees 06 minutes 22 seconds West 108.01 feet to an iron pin located on the Easterly right of way line of Judd Terrace; thence North 08 degrees 00 minutes 52 seconds West along the Easterly right of way line of Judd Terrace 29.15 feet to a point; thence continuing along said right of way North 03 degrees 37 minutes 25

seconds West 80.33 feet to an iron pin; thence South 72 degrees 44 minutes 30 seconds East 84.28 feet to an iron pin; thence South 89 degrees 59 minutes 24 seconds East 71.20 feet to an iron pin; thence South 18 degrees 47 minutes 50 seconds West 120 feet to an iron pin and the point of beginning.

Tax Parcel I. D. # 12-236-01-048

is vacant, substandard, deteriorated, and dilapidated (“the Building”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Building and has demanded that the Owner pay for the removal of the Building because it is in violation of City Ordinances. The City claims that removal of the Building is for the betterment of the public’s health, safety, and welfare. The Owner is unable to demolish Building expediently. As a result, the parties 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 Building by demolition, to remove all demolition debris as well as all rubbish, scrap metal, wood, building materials, rubble and other trash located in the Building and on the Real Property, to remove all paved surfaces that the City determines must be removed to complete the demolition, in the sole discretion of the City staff except the public sidewalk on the Real Property, and to clear the site at the sole discretion of the City staff. Such demolition and removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Real Property after the demolition has occurred in as good condition as it existed on the date of the Agreement and to perform its work in a workmanlike manner.

(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 land fill disposal of the demolition debris at the Dalton-Whitfield Solid Waste landfill. This invoice will be sent to Owner at this address:_____.

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

(a) Owner shall remove all personal property from the Building and the Real Property at least twenty four (24) hours prior to when the demolition is scheduled to occur. Owner agrees that all personal property left in the Building and on the Real Property at the time of the scheduled demolition shall be considered abandoned and that ownership of the personal property remaining in the Building or on the Real Property shall be transferred to the City, which shall have the right and sole discretion to dispose of the personal property remaining in the Building or on the Real Property as it sees fit.

(b) Owner specifically agrees that he will not enter onto the Real Property while the demolition is occurring and will not interfere with the demolition, debris removal, grading or the reestablishment of vegetation, if any, on the Real Property in any manner.

(c) Owner shall permit all trees and shrubs located on the Real Property 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 Real 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 his behalf to disconnect all utilities to the Real Property and Building at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Building and/or any personal contents contained therein 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 if any a limited and temporary easement across the Real Property for the limited purpose of traveling across the Real Property in order to fulfill their obligations set forth in paragraph 2 of this Agreement until the City or its contractors have completed the work identified in this Agreement, and the site is again in compliance with City Ordinances.

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 April ____, 2021.

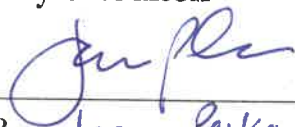
By: Genaro Fraire

Unofficial Witness

Notary Public
My commission expires:

Dated April ____, 2021.

City of Dalton



By: Jason Parker
Its: City Administrator.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/19/2021

Agenda Item: Professional Services Task Order 006 with Arcadis U.S., Inc.- Stormwater Infrastructure Strategy - City of Dalton, GA

Department: Public Works

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: Not to Exceed: \$269,560

Funding Source if Not in Budget SP178 - Stormwater - 2015 SPLOST

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

The subject task order is to assist the City with development of a stormwater infrastructure strategy for addressing infrastructure needs related to the City's stormwater system as further described in the Task Order narrative.

Plan components include development of the following items:

1. Stormwater System Operation and Maintenance Plan
2. Maintenance Capital Projects Plan of Action
3. Flood Abatement Plan for the City
4. Funding Plan (Identification of Grants, Financing Programs, Tax Incentives, etc.)
5. In-situ Pipe/Structure Lining Bid Assistance

The cost to prepare the plan will be funded by the 2015 SPLOST project account SP178.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006
Task Order Date: March 17, 2021

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated March 1, 2020, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client's Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____

Project Name: Stormwater Infrastructure Strategy – City of Dalton, GA

Client's Representative: Andrew Parker, P.E.

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 6 months from receipt of surveying data or Notice to Proceed whichever is greater.

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$269,560 This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached, and incorporated into this Task Order:

6. Amendment: [] This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006

Attachment 1 Description of Project & Scope of Work

Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this Task Order to assist the city with development of a stormwater infrastructure strategy for addressing infrastructure needs related to the city's stormwater system.

Scope of Services

Arcadis will develop a stormwater infrastructure strategy for the City of Dalton, GA (the City) to address issues with aging infrastructure, streambank degradation and erosion, and known flooding. The plan will include the following components:

- Stormwater System Operation and Maintenance Plan
- Maintenance Capital Projects Plan of Action
- Flood Abatement Plan
- Funding Plan
- In-situ Lining Bid Assistance

The goal of project will be to develop a stormwater infrastructure / capital improvements plan (CIP) that recommends operations and maintenance (O&M) practices and stormwater rehabilitation and replacement improvements to improve system performance, enhances cost efficiency, meets regulatory compliance, and protects the health, safety, and welfare of local residents. The stormwater infrastructure strategy will build upon the work recently completed by the city in developing the "Stormwater Area of Concern Catalog: Off Right-of-Way" as well as recent Arcadis task orders that have addressed more targeted areas of concern.

1.0 Stormwater System Operation and Maintenance Plan

The Stormwater Operation and Maintenance (O&M) Plan will summarize the City's existing programs, practices, and recommend a comprehensive O&M plan with specific procedures and schedules. The budget for this task includes a kickoff meeting and site visits over five (5) workdays to the City-owned assets, identified areas of concern, and a representative sample of private assets. Tasks include:

1.1 Evaluation/Enhancement of O&M Activities

This task will include holding a kick-off meeting with the City to gather existing information on current O&M activities for the programs listed below and recommend enhancements that can improve performance and cost efficiency:

- Street sweeping / Leaf Ccollection
- Inlet & Pipe Cleaning
- Ditch / Channel Maintenance
- Inspection Schedules
- Drainage System Repair
- BMP Maintenance

The City will provide GIS inventory of stormwater assets, a listing of all equipment used or available to perform these O&M functions, the procedures utilized, the frequency with which these functions are currently performed, and copies of the applicable regulatory requirements regarding these activities. Additionally, the City will provide information regarding asset history (where available) to include, but not be limited to age and installation information, repair history, condition, and design information. The operations and maintenance plan will be limited to those areas that are physically mapped within City's stormwater system GIS database.

1.2 Development of O&M Schedule

Arcadis will develop recommended O&M schedules for the following programs:

- Street sweeping / Leaf collection
- Inlet & Pipe Cleaning
- Ditch / Channel Maintenance
- City-owned best management practices (BMPs)
- Drainage System Inspection Schedules

This task includes the preparation of recommended storm sewer cleaning and inspection schedule. Additionally, Arcadis representatives will accompany City personnel on a site visit to several BMP facilities to gather information, discuss historical challenges to maintaining proper performance of these facilities, and to understand the City's current O&M practices at these facilities.

1.3 Development of Stormwater O&M Plan

Based on the materials developed under Tasks 1.1 and 1.2, Arcadis will prepare an O&M Plan that includes recommended O&M procedures and schedules. To assist with standardization across city-owned assets, a detailed inspection log will be developed.

TASK 1 Deliverable:

Stormwater Asset Management Operations and Maintenance Plan that includes a recommended plan for maintenance procedures, and schedules, and inspection and maintenance logs.

2.0 Maintenance Capital Projects Plan of Action

Task 1 will focus on development of an operations and maintenance plan that will help to maintain and maximize the performance of the City's existing stormwater assets. However, it is understood that the City currently has or will have infrastructure rehabilitation needs that will fall beyond the needs of a typical drainage system maintenance or minor repair effort. For the purposes of this Task Order, it is assumed that if a drainage system component requires maintenance of a more substantial scope or replacement, it will be considered a capital project. These projects often require special funding allocations given that they often fall outside the scope of routine maintenance.

Known stormwater maintenance needs within the public right-of-way will be part of the evaluation as directed by Public Works staff, and those on private property as defined in the "Stormwater Area of Concern Catalog: Off Right-of-Way," developed by Arcadis in October 2020. The plan will include recommendations for improvements, cost categories for repairs or replacement of assets or mitigation, and a schedule for these improvements. Initial site visits have been included under Task 1 above. A three (3)-day site visit is included under this Task to gather any additional information, as needed, to complete this task.

2.1 Evaluation of Public Stormwater Infrastructure

This task will include a desktop review of available information on City-owned stormwater facilities, and conduct interviews with city staff to understand the identified areas of concern. Where feasible, construction drawings, recorded maintenance agreements, and previous inspection reports (if any), will be reviewed for each site to be inspected. Budget for up to 20 field inspections has been included under this sub-task for more in depth review.

Potential repair or replacement options for each identified area of concern and planning level cost estimates for these improvements will be developed. Planning level replacement costs will be based on unit costs per BMP type (example: \$10/square foot for bioretention facilities, \$1/lf/in conveyance piping, etc).

2.3 Evaluation of Private Stormwater Facilities

Using the “Stormwater Area of Concern Catalog: Off Right-of-Way” developed by Arcadis as a guide, this task will include a review of available information on the privately-owned stormwater facilities identified in the catalog, available complaint logs, and potential interviews with property owners, where feasible and as scheduled by the city, to understand the identified area of concern. Where feasible, Arcadis will review readily available construction drawings, maintenance agreements with the city, and previous inspection reports (if any) for each site to be inspected.

To account for areas that may not have been previously identified, up to three (3) additional locations not included in the “Stormwater Area of Concern Catalog: Off Right-of-Way” may be evaluated under this sub-task. Stormwater facilities located on single family residential properties that only manage stormwater from that property will not be considered under this task.

Arcadis will develop an evaluation of potential repair/replacement options by BMP type and planning level costs for these improvements will be developed. Planning level replacement costs will be based on unit costs per BMP type (example: \$10/square foot for bioretention facilities, \$1/lf/in conveyance piping, etc).

2.4 Prioritization Plan

Working with the City staff, we will first develop a basis for prioritization of the potential projects and then using that basis, develop a prioritized list of projects for the locations identified in the above sub tasks.

Task Deliverable: Updated catalog of known stormwater areas of concern which includes areas both on and off the public right-of-way. The report will catalog these areas / potential projects into defined tiers that outline an actionable path forward to address the identified issues. Recommended improvements and recommendations for further detailed analysis will be provided in these recommendations, as well as planning-level cost estimates. The project plan will be developed to maximize the city’s available budget, while providing meaningful positive impact in the community.

3.0 Flood Abatement Plan

The Flood Abatement Plan’s goal will be to develop a model(s) that can assist in identifying where the City can implement effective controls to help reduce the impacts of urbanization and flooding. The plan will include:

- Development of a hydrologic model for planning-level analysis of the existing stormwater systems
- Evaluation of traditional stormwater controls (grey infrastructure) as well as innovative control alternatives (combination of grey/green infrastructure)
- Development of planning level cost estimates and prioritization of capital improvements
- Discussion of implementation considerations including construction feasibility, cost effectiveness, regulatory impact, etc.

3.1 Data Collection

3.1.1 Desktop Investigation

With assistance from the City, Arcadis will gather readily available information on the drainage areas including:

- Spatial/Geographic Information System (GIS) data including aerial photos, topography, soil types, land use, rights-of-way, easements, property lines, open channel systems, closed conveyance systems, flood protection measures/structures, best management practices, stormwater management facilities, etc.
- Subdivision plans, maps and drawings of drainage system components including as-built records, etc.
- LIDAR data, when available
- FEMA floodplain data
- Past studies such as Comprehensive or Watershed Implementation Plans, historic problem (flooding and water quality) documentation, high water marks, citizen complaint records, and other relevant data, where available.

It is noted that LIDAR data for the city is critical for this task. The task cannot proceed without LIDAR data which is being acquired separately by the city.

After review of record documents, the findings will be discussed with the City staff to compare documented stormwater information versus current staff knowledge. Undocumented stormwater features and firsthand information concerning flooding issues will be noted for inclusion in the evaluation.

3.1.2 Develop Preliminary Base Map

Based on the information collected in Task 3.1.1, we will develop an overall base map and individual maps of each major drainage basin. The drainage area maps will be developed at a hydrologic planning-level scale, and will not comprise all open channel systems, closed conveyance systems, flood protection measures/structures, best management practices, and other relevant structures. Size and material of structures, where required for model inputs, will be obtained from readily-available data sources (GIS, as-built plans, etc.). Generally, Arcadis will attempt to identify primary drainage paths from city owned infrastructure under public roadways to the municipal boundaries of the city.

It is assumed that the City will contract a local surveying firm to collect surveying data required for any modeling effort.

3.2 Hydrologic and Hydraulic Modeling

Based on the data gathered in Task 3.1, we will create hydrologic and hydraulic models for the city's watersheds including the areas immediately upstream and downstream of the city to simulate existing flooding problems, where watershed boundaries dictate the need. U.S. EPA's Stormwater Management Model (SWMM) and/or the US Army Corps of Engineer's HEC-HMS or HEC-RAS model will be used for this project since they are available in the public domain and well-suited to analyze the conditions anticipated within the watersheds. It is anticipated that the modeling will evaluate the 1, 2, 5, 10, 25, 50, and 100-year 24-hour storm events. This task includes the effort to model the addition of flood control stormwater infrastructure as necessary for evaluation of flood control specified in Task 3.3.

3.3 Evaluations and Recommendations

3.3.1 Identify/Evaluate Flood-Control Alternatives

The next step will be to identify potential flood-control alternatives consisting of stormwater controls, green infrastructure, as well as innovative control alternatives such as real-time controls, sensors, etc. that are technically feasible and could significantly improve flood mitigation.

The hydrologic model will be used to evaluate and determine the feasibility of the flood-control alternatives at the desired level-of-service. This will likely be an iterative process. The analysis of up to three alternatives for each drainage

area is included in this task. Current aerial photography and information from the previous tasks will be used to develop an initial concept layout for the recommended alternative for each drainage area.

3.3.2 Alternatives Prioritization

Similar to the process outlined in Task 2.4, Arcadis will develop a refined list of alternative concepts that are prioritized based on a number of factors that are meant to optimize available funding, schedule, constructability, and impact on the network. Refined concept layouts will include conceptual plan views of the recommended improvements. Preparation of 3D drawings/renderings are not included in this task, but existing graphics may be used to demonstrate similar engineering concepts.

3.4 Flood Abatement Plan

Task Deliverable

This Plan will document the tasks performed in Task 3 and recommend green (natural solutions that mimic nature), gray (traditional structural engineering) improvements, or a combination, that can be implemented to abate flooding within the defined watershed areas. The Plan will include site mapping with proposed improvements and conceptual cost estimates.

Task Limitations

This task has been designed to provide the necessary modeling for identifying opportunities to construct flood control / abatement facilities within the City of Dalton. This task is not intended to produce design drawings for any identified opportunities nor will it include flood extents modeling such as FEMA floodplain modeling. All modeling will be limited to conceptual modeling / analysis and will serve as the basis to develop plans and specifications for later design / construction efforts.

4.0 Funding Plan

This is an important task because it is anticipated that the City will require outside funding to fully implement the anticipated capital project needs. Our evaluation of funding opportunities will include leveraging multiple sources with the goal to be efficient with the city's investment and expenditures. Opportunities to be considered will include federal/ state grants, low/ no-interest loans, tax incentives, and special financing programs. Programs evaluated may include but not be limited to FEMA disaster recovery and hazard mitigation assistance grants and state revolving loan funds.

Arcadis will use information from Tasks 1 through 3 to prepare a Technical Memorandum summarizing the project-specific funding analysis and providing a recommended timeline for funding pursuits.

Task Deliverable

A Technical Memorandum will be prepared describing relevant funding sources that meet the city's needs, specific projects that meet eligibility requirements, and recommendations to pursue specific funding programs in the near-term.

5.0 In-situ Lining Bid Assistance

Arcadis understands that the City desires to hire an on-call contractor(s) to provide construction services related to installation of centrifugally cast concrete and cured in place pipe linings. Arcadis will provide support to the City with development of technical specifications for each lining type as well as payment and performance specifications for

execution of the work. Arcadis will also provide review for the following:

- Bid Advertisement
- Bid Qualifications
- Bid Tender Form
- Bid Review and Recommendation

It is assumed that any efforts related to the development of the RFP and associated documents outside of those mentioned above will be handled by the City's procurement team / city attorney / public works director.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 006

Attachment 2

Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2021 rate table below.

<u>Task</u>	<u>Description</u>	<u>Estimated Cost</u>
1	Stormwater System Operation and Maintenance Plan	\$25,220
2	Maintenance Capital Projects Plan of Action	\$36,380
3	Flood Abatement Plan	\$162,200
4	Funding Plan	\$27,960
5	In-situ Lining Bid Assistance	\$17,800

2021 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/Architect III	\$290
Sr Engineer – GEC	\$150
GEC Tech III	\$50
GEC Tech II	\$40
GEC Tech I	\$30
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

* A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

* Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 006

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/19/21

Agenda Item: HVAC Service Agreement

Department: HR

Requested By: Greg Batts

Reviewed/Approved by City Attorney? Original contract was reviewed – this is just a renewal agreement

Cost: \$3780.00

Funding Source if Not in Budget EnterSource

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

HVAC preventative maintenance for old post office at 100 South Hamilton St.

March 15, 2021

City of Dalton
Attn: Greg Batts
100 South Hamilton Street
Dalton, GA 30720
gbatts@daltonga.gov

Re: HVAC Service Agreement Renewal / Agreement #11000224

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 this year. Your contract will remain at \$3,780.00 for the next year (payable \$945.00 per quarter) effective May 1, 2021.

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: _____
Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-19-21

Agenda Item: Lease Agreement with Downtown Dalton Development Authority for Space at Dalton City Hall

Department: Downtown Dalton Development Authority

Requested By: DDDA Board of Directors

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:

Lease agreement for two offices at Dalton City Hall, as indicated in the documents.

CITY HALL LEASE AGREEMENT

Georgia, Whitfield County.

THIS LEASE AGREEMENT (“this Lease”) made and entered into this the 19th day of April 2021, by and between the **City of Dalton, Georgia** (the “Lessor”), and the **Downtown Dalton Development Authority** (the “Lessee”)

W I T N E S S E T H:

1. PREMISES. Lessor, for the consideration of the rents, covenants, agreements and stipulations herein contained to be kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, at the rent and upon the conditions herein set forth, the premises located within the Dalton City Hall, 300 West Waugh Street, Dalton, Georgia (the “Building”) as more particularly described as the crosshatched areas shown on drawings attached hereto as Exhibit “A,” and incorporated herein by reference, together with all appurtenances thereto (the “Premises”), including the non-exclusive use of the parking lot, the common areas and the Council Chambers of the Premises, and the furniture, fixtures and equipment described on the attached Exhibit “B”. Lessee’s use of the parking lot and common areas is limited to the uses available to the public in general. Lessee’s use of the Council Chambers is subordinate to the right of use by the Lessor. Lessor shall provide Lessee’s staff with general computer network access and email service. Lessee accepts the Premises, its HVAC, electrical, plumbing and all other systems “as-is”.

2. PURPOSE. The Premises shall be used and occupied by Lessee in connection with the Lessee’s business of administration of the Downtown Dalton Development Authority and for no other purposes.

3. TERM. The term of this Lease shall be for five (5) years to commence on _April 19, 2021 and to terminate on _April 18, 2026 at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee, or by the mutual, written consent of Lessor and Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term. Lessee shall have the option to renew the Lease for an additional five (5) year term with written notice to Lessor ninety (90) days prior the expiration of the original Lease term.

4. RENT. Lessee agrees to pay Lessor as rental for the use of the above described Premises the sum of \$1.00 per year.

5. ADDITIONAL RENT. Lessee agrees to pay as rent, in addition to the minimum rental reserved in Paragraph 4 hereinabove, the following:

5.1. Any and all sums which may become due by reason of the failure of Lessee to comply with all covenants of this Lease, Lessee agreeing to pay any and all damages, costs or expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of Lessee or Lessee’s agents or invitees.

6. LESSEE’S RIGHT TO ALTER AND IMPROVE. Lessee shall have no right at its own expense from time to time during the lease term to alter or improve the Premises without the prior written consent of the Lessor. Upon termination of this Lease, any such permitted improvements shall be the property of Lessor.

7. GOOD TITLE. Lessor warrants that it has fee simple title to the Premises and that the Premises shall be delivered to the Lessee free and clear of all claims, obligations, tax assessments, liens and encumbrances whatsoever, except any and all mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof which may now or hereafter affect or encumber Lessor's title to the Premises and all modifications, renewals, consolidations, extensions or replacements thereof, herein referred to as "Lessor's Mortgage."

8. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE. Lessee covenants and agrees that Lessee will, without demand:

8.1. Keep the Premises reasonably clean and free from all rubbish, dirt and other matter;

8.2. Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to or for Lessee's use of the Premises and save Lessor harmless from penalties, fines, costs or damages resulting from the failure to do so;

8.3. Give to Lessor prompt written notice of any accident involving persons other than agents or employees of Lessee, fire or damage occurring on or to the Premises;

8.4. At the termination of this Lease, remove any signs, improvements of a non-permanent nature, projections or devices placed upon the Premises at or prior to the expiration of this Lease. In case of breach of this covenant, in addition to all other remedies given to Lessor in case of breach of any condition or covenant of this Lease, Lessor shall have the privilege of removing said improvements, signs, projections, or devices and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor;

8.5. Comply with all applicable environmental laws which is defined as all federal, state, and local laws, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and other governmental requirements relating to pollution, control of chemicals, storage and handling of petroleum products, management of waste, discharges of materials into the environment, health, safety, natural resources, and the environment, including laws relating to emissions, discharges, releases, or threatened release of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, on lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or waste.

8.6. Indemnify Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

- (A) A failure by Lessee to perform any of the terms or conditions of this Lease;
- (B) Any injury or damage happening on or about the demised Premises;
- (C) Failure to comply with any law of any governmental authority; or
- (D) Any mechanic's lien or security interest filed against the Premises as a result of any actions or conduct of Lessee at or with respect to the Premises; and

8.7. Secure any and all permits for such use as Lessee intends to make of the Premises prior to the effective date of this Lease, and upon obtaining such permit, Lessee shall not use the demised Premises in any manner not inconsistent with or in violation of such permit.

8.8 At the expiration of the lease term, surrender the Premises in as good condition and repair as the same shall be at the time possession thereof is taken by Lessee, normal wear and tear excepted.

9. AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSOR. Lessor covenants and agrees that Lessor will, without demand:

9.1. At Lessor's own expense maintain the Building, including without limitation, the systems therein and the fixtures attached thereto, in good order and repair.

9.2. Grant Lessee, its agents and employees access to the Premises at all times reasonable or necessary for Lessee to conduct its business, including use of any security system restricting access thereto.

9.3. Allow Lessee to erect internal signage on the Premises, subject to the Lessor's consent thereto which shall not be unreasonably withheld. Any signage placed by Lessee will consistent to the existing signage and architectural style of the Building.

9.4. Allow the Lessee to erect internal signage on the Premises, subject to the Lessor's consent thereto. Any signage placed by the Lessee will be consistent with the existing signage and architectural style of the Building.

10. NEGATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained:

10.1. Occupy the Premises in any other manner or for any other purpose than as set forth herein; and

10.2. Assign, mortgage or pledge, or sublease this Lease; nor shall any permitted assignee assign, mortgage, pledge or sublease this Lease without the written consent by the Lessor, and without such consent no such assignment, mortgage, pledge or sublease shall be valid.

11. ADDITIONAL COVENANTS:

11.1. Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

11.2. It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and further, that the failure of Lessor at any time or times to enforce Lessor's right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

11.3. Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices for comparable business operations but in no case less than \$1,000,000 in combined single limit coverage for bodily injury or death, personal injury and property damage. Lessee shall designate Lessor as an additional named insured on said policy. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease and annually thereafter.

11.4 Lessor and Lessee shall, through the term of this Lease, or any extension thereof, maintain fire and extended coverage insurance on their respective property located in and about the Premises or the Building in such amounts, and with such deductibles as each shall determine. Lessee agrees that all personal property of whatever kind it may be at any time in the Premises or the Building shall be at Lessee's sole risk or at the risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the fault or negligence of Lessor.

12. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute Events of Default:

12.1. Any part, portion or component of the Rent, or any other sums payable under this Lease are not received when due;

12.2. The Premises are deserted, vacated, or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes as set forth in Paragraph 2, even though Lessee may continue to pay Rent;

12.3. Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days after the date of such filing;

12.4. Lessee becomes insolvent or transfers property in fraud of creditors;

12.5. Lessee makes an assignment for the benefit of creditors;

12.6. A receiver is appointed for any of the Lessee's assets; or

12.7. Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent.

13. REMEDIES. Upon the occurrence of an Event of Default which is not cured by Lessee within thirty (30) days after written notice by Lessor of such default, Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease:

13.1. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease obtain a writ of Possession and enter upon the Premises and remove Lessee and Lessee's personal property without being liable to Lessee in any manner whatsoever for damages therefor. Lessee shall be liable to Lessor for and shall indemnify and hold Lessor harmless from and against all cost, loss, or damage which Lessor may suffer by reason of such termination of this Lease, whether through inability to re-let the Premises, through a decrease in rent received, by damage to the Premises, or otherwise; or

13.2. Lessor may enter the Premises if abandoned and remove the Lessee and its personal property, if necessary, without being liable in any manner whatsoever for such acts, and may re-let the Premises as the agent and receive such rent therefore. In such event, Lessee shall be liable to Lessor for any deficiency which may arise by reason of such re-letting during the remainder of the lease term as set forth herein.

14. REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given by law or in equity to Lessor shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time of which under the terms hereof would in the future become due as if there had been no termination, or for any and all sums due at the time, or which under the terms hereof would in the future become due as if there had been no termination, nor shall bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of Lessor's right to obtain possession of the Premises.

15. LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

16. PARTIES BOUND. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of said parties, and the word "Lessee" shall be deemed to and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease shall be given by or to anyone thereof, and shall ever have the same force and effect as if given by or all thereof. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as herein provided.

17. NOTICES.

17.1. Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Lessee:
Downtown Dalton Development Authority
Attention: Candace Eaton, Executive Director
PO Box 707
Dalton, GA 30722

To Lessor:
City of Dalton
Attention: Jason Parker, City Administrator
300 W. Waugh Street
Dalton, GA 30720

Such addresses may be changed from time to time by either party by notice to the other.

17.2. Lessee hereby designates and appoints as its agent to receive notice of all dispossession or distraint proceedings the person in charge of or occupying the Premises at the time such notice is given, or, if there is no such person, then such service of notice may be made by attaching it on the main entrance of the Premises.

18. HOLDING OVER. In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance). Lessor shall have the option to 1) terminate this Lease by written notice to Lessee or 2) if the Premises are abandoned, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.

19. NO ESTATE IN LAND. This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

20. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Lessor may terminate this Lease.

21. CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

22. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.

23. STATE LAW. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

24. TIME IS OF THE ESSENCE. Except as otherwise specifically provided herein, time is of the essence of this Lease.

25. EXECUTION. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and shall be admissible into evidence or used for any purpose without the production of the other counterparts.

26. PEACEFUL POSSESSION. Subject to paragraph 28 below, so long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the lease term hereunder peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

27. DAMAGE TO PREMISES. If the Premises or Building is damaged by storm, fire, lightning, earthquake or other casualty Lessor shall incur no liability to Lessee and shall have no obligation to restore

the Premises to substantially the same condition as before such damage. Lessee shall have the option to terminate this Lease if Lessor elects not to repair such damage.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LESSOR:

The City of Dalton, Georgia

By: _____
Mayor

Attest: _____
City Clerk

LESSEE:

**Downtown Dalton Development
Authority**

By: _____
Candace Eaton, Executive Director

EXHIBIT “A”

76



SCALE 1/8" = 1'-0"

ROOM SCHEDULE

FLOOR PLAN LEGEND:

- [illegible]

* ACOUSTICAL INSULATION IN WALLS AND ABOVE CEILING

NOTES

1. ALL INTERIOR METAL STUD WALLS & UNLESS NOTED OTHERWISE.
2. ALL EXTERIOR METAL STUD WALLS 6", 18 GAUGE UNLESS NOTED OTHERWISE.
3. ALL CMU IS 8".
4. CFS OCCUR ON 12 MODULE BEHIND DOWNPOUTS

DRAWING NO.
A17

SHEET INDEX
FLOOR PLAN
LEVEL TWO



A NEW CITY HALL
DALTON, GEORGIA
SELVIDGE STREET DALTON, GEORGIA

Jennings-King Architects, Inc.
P.O. Box 1679
121 West Crawford Street
Dalton, Georgia 30722
(706) 278-4242

PROJECT NO.
2070

DATE: JULY 31, 2002

FILE NAME:

T



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/19/2021

Agenda Item: Board Appointment for the DACVB Board

Department: DACVB

Requested By: Derek Waugh by way of Margaret Thigpen

Reviewed/Approved by City Attorney? No

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:

Per the DACVB Bylaws the Mayor of Dalton appointments a board member. Recommendation to appoint Kim Bobo to replace George Woodward for a 2 year term to expire April 19, 2023.