



**MAYOR AND COUNCIL MEETING
MONDAY, JULY 18, 2022
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 Contact Card Prior to Speaking)*

Minutes:

1. Mayor & Council Minutes of June 20, 2022

New Business:

2. (1) New 2022 Alcohol Beverage Application
3. General Construction Agreement with Findlay Roofing for Roof Replacement at DFD Station Four at 1800 Dug Gap Road.
4. Ordinance 22-17 The request of Maria De La Luz Calvillo for the Annexation of 1315 Walston Avenue, Tax Parcel 12-184-01-044.
5. Ordinance 22-18 The request of Brian Long to Change the Zoning of 604 Sheridan Avenue, Tax Parcel 12-255-06-016, a 1.6-acre Tract, from Heavy Manufacturing (M-2) to General Commercial (C-2).
6. Ordinance 22-19 The request of Enrique Meza for the request of a zoning amendment from Heavy Manufacturing (M-2) to Transitional Residential (R-6) for 42 S. Glenwood Avenue, Tax Parcel 12-238-18-017.
7. Ratification of Dalton Convention Center License Agreement for Municipal Court
8. Resolution 22-05 To Make Findings of Fact Concerning Public Benefit Of Continuing Allowance Of Use Of Portions Of King Street Adjacent To First Bank Of Dalton And Alley Adjacent Thereto As Access Points For Drive-Through Banking And Depository Services; To Authorize Renewal Of Lease, Permit, And Authority For Such Uses By FBD Holding Company, Inc., now First Volunteer Corporation, Its Successors And Assigns, For Operation Of Its Banking Services, To Provide For Execution Of Lease Permit; And For Other Purposes.

MAYOR AND COUNCIL MEETING AGENDA
JULY 18, 2022

9. Resolution 22-06 Authorizing Transfer of Real Property to the Humane Society of Northwest Georgia by Limited Warranty Deed
10. Resolution 22-07 A Resolution of The Mayor and City Council of the City of Dalton, Georgia, Authorizing the Adoption and Approval of the Fiscal Year 2022 - 2023 Annual Action Plan Under The Community Development Block Grant Program.
11. Development Agreement between the City of Dalton and The Carpentry, LLC for Tax Increment Financing within Tax Allocation District #1 (Downtown TAD Area) in the amount of \$970,664 as recommended by the TAD Committee.
12. Agreement with Enviro Trenchless, LLC for Walnut North Centrifugally Cast Concrete Pipe Lining Services
13. CSX Preliminary Engineering Agreement - North Thornton Avenue Sidewalk Project

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JUNE 20, 2022

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 Dennis Mock, Annalee Sams, Tyree Goodlett and Steve Farrow, and City Attorney Terry Miller. City Administrator Andrew Parker and was absent.

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Sams, second Council member Goodlett, the Agenda dated June 20, 2022 was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

Margaret Thigpen, Director of Tourism, updated the Mayor and Council on upcoming events in the City of Dalton.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of June 6, 2022. On the motion of Council member Mock, second Council member Sams, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 22-16 – ALCOHOL BEVERAGE

On the motion of Council member Farrow, second Council member Mock, the Mayor and Council adopted the Second Reading of Ordinance 22-16, an Ordinance to Repeal Subsection (1) “Initial Applications” Of Section 6-7 Of the Revised Code Of 2001 for The Purpose of Consolidating Consideration of All Applications for License for The Sale of Alcoholic Beverages at The Mayor and Council; To Repeal Conflicting Laws and Regulations; To Establish an Effective Date; And for Other Purposes. City Attorney Terry Miller stated that the order by which alcohol beverage applications are approved will change from first appearing before the PSC and then to Mayor and Council. The process will now allow for two readings at the Mayor and Council to stream line the process. The vote was unanimous in favor.

ALCOHOL BEVERAGE APPLICATIONS

The Mayor and Council reviewed the following (2) New 2022 Alcohol Beverage Applications:

Business Owner: The Green Door General Store LLC

d/b/a: The Green Door General Store LLC

Applicant: Ashlee Godfrey

Business Address: 246 N. Hamilton St

License Type: Package Beer (General Store)

Disposition: New

ALCOHOL BEVERAGE APPLICATIONS Continued

Business Owner: Oaks Drive Liquor LLC

d/b/a: Good Times Liquor

Applicant: Asif Ali

Business Address: 100 N. Oaks Dr. Suite B

License Type: Package

Disposition: New

On the motion of Council member Sams, second Council member Mock, the Mayor and Council approved the applications. The vote was unanimous in favor.

CONCESSION STAND OPERATOR AGREEMENT WITH TOP SHELF FOOD AND BEVERAGE MANAGEMENT

Caitlin Sharpe, Recreation Director, presented a Concession Stand Operator Agreement with Top Shelf Food and Beverage Management to the Mayor and Council for concessions operations at Al Rollins Complex, Heritage Point Park and Ron Nix Soccer Complex. On the motion of Council member Mock, second Council member Sams, the Agreement was approved. Sharpe stated the agreement will allow the company to oversee concessions operations while the Parks and Recreation department maintains each facility. The vote was unanimous in favor.

FY22 BUDGET AMENDMENT #3

The Mayor and Council reviewed FY22 budget amendment #3 as follows:

CAPITAL IMPROVEMENTS FUND

- (1) Donation for downtown streetscape project Cuyler & Pentz = DDDA \$50,000 and Believe Greater Dalton \$12,500
- (2) Sale of City administrator's Toyota to Joint-Development Authority
- (3) Transfer from general fund
- (4) The Capital Project detail and recommended projects for funding spreadsheets is attached

Hotel-Motel Tax Fund

- (1) Anticipated revenue over budget to fund fence repair at Heritage Point Park as tourism product development

General Fund

- (1) First Responder Grant for certified Fire and Police employees to received \$1,000 supplement
- (2) Donation from Community Foundation for Burr Park shrub purchase
- (3) To adjust current revenue received to amounts over budget to date
- (4) Insurance reimbursement for damaged light pole & signage
- (5) Projected fuel increased for remainder of 2022
- (6) Costs associated with moving Code Compliance section budget from Police department command to City administration – refer to attached for detail
- (7) Junior Achievement allocation FY22
- (8) Reallocation of commercial insurance costs – no impact on total budget
- (9) Fund balance to be utilized for capital improvements

A copy of this complete amendment is a part of these minutes. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the amendment. The vote was unanimous in favor.

ANNOUNCEMENTS

City offices will be closed Monday, July 4, 2022 for Independence Day. The City Council Meeting scheduled for Tuesday, July 5, 2022 has been cancelled. The next Mayor and Council Meeting will be held Monday, July 18, 2022.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:12 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/18/2022

Agenda Item: (1) New 2022 Alcohol Application

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(1) New 2022 Alcohol Application – Review and approval by the Mayor & Council.

2022 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING - MONDAY JULY 18, 2022

(1) 2022 ALCOHOL APPLICATION(S)

- | | |
|--------------------|---|
| 1. Business Owner: | El Maguey Mexican Cuisine Inc. |
| d/b/a: | El Maguey Mexican Restaurant |
| Applicant: | Josafat Rodriguez |
| Business Address: | 209 W. Cuyler St. |
| License Type: | Pouring Beer, Wine, and Liquor (Restaurant) |
| Disposition: | New |



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: July 18, 2022

Agenda Item: Shingle Roof Replacement-Station Four

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: \$23,820

Funding Source if Not in Budget CIP

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

The shingles on the roof at Station Four-Dug Gap Rd. are defective and a warranty claim was submitted in 2021. Tamko, the manufacturer of the shingles, warranted the shingles at 50% material. This contract is the result of an RFP and the contract includes removal of the current shingles, replacement, and clean-up after work is completed. Findlay Roofing submitted the lowest qualifying bid, and references have been checked on similar work completed for other governmental agencies by the company. The original estimate and amount approved in the CIP for this project was \$25,000. This bid is \$1,180 under approved amount, contingent on any hidden damage under the shingles not obvious until removal.

Attachment A – Contract

CITY OF DALTON FIRE DEPARTMENT

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14 day of July, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Findlay Roofing, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1800 Dug Gap Rd. upon which the Fire Department operates a fire station; and

WHEREAS, CITY desires to Re-roof the station located on said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 1800 Dug Gap Rd. Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 4

Time of day: 7:30AM – 7:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Fire Chief- City of Dalton Fire Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Fire Chief. The subject property 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 subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other



dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Shingle Roof Replacement, Station Four (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on 8-8-22. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before 8-12-22.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$23,820.00 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$250 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

-
10. CITY COVENANTS: CITY covenants and agrees:
- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
 - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is
-



- made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
 - (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
 - (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
 - (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
 - (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
 - (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
 - (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
 - (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
 - (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
 - (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal Subject property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. **INSURANCE:** CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. **ASSIGNMENT:** CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. **SUBCONTRACTORS:** The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.



16. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. **NOTICES:** Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to:	City of Dalton ATTN: City Administrator P.O. Box 1205 Dalton, GA 30722-1205
---	--

Such notice to CONTRACTOR shall be mailed to: Findlay Roofing
ATTN: General Manager
4181 JVL Industrial Park Drive
Marietta, GA 30066

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole Subject property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Complete Agreement; Amendments.** This Agreement 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.

(e) **Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.

(g) **Attorney Fees.** In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

Findlay Roofing

By: Phillip Boyd

Title: Commercial Sales Manager

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____

CLERK

CITY





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/18/2022

Agenda Item: The request of Maria De La Luz Calvillo for the annexation of tax parcel 12-184-01-044 of 1315 Walston Avenue.

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. 22-17

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Zone Said Property As R-2 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, Maria De La Luz Calvillo, has made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 1315 Walston Street and identified as Parcel No. 12-184-01-044; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the Property is currently zoned Low-Density Single-Family (R-2);

WHEREAS, the Owner is requesting the Property retain its current zoning under the Unified Zoning Ordinance;

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 June 27, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Board of Alderman of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

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

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Council find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter described are hereby annexed into the corporate limits of the City of Dalton:

All that tract or parcel of land lying and being in Land Lot No. 184 in the 12th District and 3rd Section of Whitfield County, Georgia and being designated as Lot 46 of R. R. Burleyson Subdivision, as shown by revised plat thereof, of Plat Book 5, Page 9, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of the intersection of Walston Street and Ross Avenue; thence south 00 degrees 20 minutes west along the west side of Walston Street, 114.4 feet to an iron pin; thence north 89 degrees 40 minutes west 192.4 feet to an iron pin; thence north 00 degrees 20 minutes east 114.44 feet to an iron pin on the south side of Ross Avenue; thence south 89 degrees 40 minutes east along the south side of Ross Avenue 192.4 feet to the POINT OF BEGINNING.

Being the same property conveyed by deed of record in Deed Book 5639, Page 18, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

Restrictive Covenants as set out in instruments recorded in Deed Book 84 Page 376, as amended in Deed Book 164, Page 42, in the office of the Clerk of the Superior Court of Whitfield County, Georgia

Easement granted to Georgia Power Company dated April 27, 1978, and recorded in Deed Book 530, Page 152, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

Terms and Provisions of Waterline Easement Agreement by and between David Hadlock, David Cole, Judy Cole, and Denton Cole, dated June 12, 1998, and recorded in Deed Book 2990, Page 9, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia

Subject to all Restrictions, Covenants, Easements and matters of plat that lawfully affect the subject property

Subject Property Address: 1315 Walston Street, Dalton, GA 30721

Parcel ID: 12-184-01-044

Section 4.

The Property is to remain zoned as R-2 zoning classification subject to all the provisions and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 0.52 acre. No streets or roads are affected by this annexation.

Section 6.

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

Section 7.

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.

Section 8.

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

Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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 Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: July 11, 2022

SUBJECT: The request of Maria De La Luz Calvillo for the annexation of tax parcel 12-184-01-044 of 1315 Walston Avenue.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 27, 2022 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.

Public Hearing Summary:

Mr. Smith summarized the request for annexation by Maria De La Luz Calvillo, approving the application. Mr. Smith stated reasons for approval include it adjoins the City of Dalton, there will be no burden to city services, and it shrinks a “county island”. Commission and Chair and no comments or questions for the staff. Ms. provided limited comments. Seeing no objection by any commissioners and no opposition to the proposal, Chairman Lidderdale called the public portion of the meeting to a closed at 8:40 PM.

Recommendation:

Chairman Lidderdale sought a motion for the annexation to allow tax parcel 12-184-01-044 to be annexed into the City of Dalton. **Seeing that the parcel is surrounded by the City of Dalton’s boundary, Chris Shifflett motioned for the annexation’s approval and Jody McClurg seconded. Unanimously, the parcel was annexed into the city with a 4-0 vote.**

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

ZONING CASE: Maria De La Luz Calvillo of 1315 Walston Avenue is petitioning the City of Dalton for the annexation of Parcel 12-184-01-044, a 0.52-acre *Low Density Single Family Residential (R-2)* parcel.

The surrounding uses and zoning are as follows: 1) Ms. Calvillo's parcel abuts the southwest intersection of Ross Drive and Walston Avenue. Southwest of the intersection of Ross Drive and Walston Avenue, within the boundaries of Covie Drive from the west and Mack Street to the south, there are a group of parcels forming a county island. Ross Drive, Walston Avenue, Covie Drive, and Mack Street all have been annexed into the City of Dalton; 2) to the north, the parcel is bounded by Ross Drive, which has been annexed into incorporated Dalton. North of Ross Drive, west of the intersection of Ross Drive and Walston Avenue, there are 5 parcels along Ross Drive that remain within unincorporated Whitfield County; 3) to the northeast of the intersection of Ross Drive and Walston Avenue are parcels that are a part of incorporated City of Dalton; 4) to the east of Walston Avenue, from its intersection of Ross Drive, there is a group of parcels forming a County Island

CONSIDERING FACTORS FOR 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 property.

The proposed annexation would be suitable for the area considering that the parcel is bounded by the City of Dalton along Ross Drive to the north and Walston Avenue to the east, while also given that northeast of the intersection of Ross Drive and Walston Avenue is the incorporated City of Dalton.

The annexation of the parcel will have no impact on the current zoning designation, as Whitfield County and the municipalities of Cohutta, Dalton, Tunnel Hill, and Varnell share a unified zoning ordinance.

(B) Whether the proposed annexation would adversely affect the economic value of adjacent and nearby property.

There is no expected impact on the economics of adjacent and nearby property.

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

The annexation will not negatively impact the economics of the subject property, nor will influence the character of the area. Annexation of the parcel is more like to increase its value, as city services will be made available.

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

No impact. Under the Unified Zoning Ordinance, there will not be any change in zoning designation, but the jurisdiction will change. Ms. Calvillo is applying to annex all of the 0.52-acre parcel into the City of Dalton, so it is her choice to be included in the jurisdiction of the City of Dalton

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause 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.

As there is only the 0.52-acre parcel under consideration, no impact is expected on services are expected. Sewer, water, police, and fire services are already available at the site. There would be no increased burden on trash services, as trash pick-up is currently nearby.

(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 reasoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

This property's annexation would not conflict with the Comprehensive Plan, or its Future Development Map, based on the existing development of the subject property. The subject property is within the *Suburban* character area, which is a shared character area for both Whitfield County and the City of Dalton.

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

An additional consideration of annexation is that approval is that the annexation will shrink a “County Island”. As mentioned previously, several parcels remain in unincorporated Whitfield County and are bounded by the incorporated City of Dalton roads of Ross Drive, Walston Avenue, Covie Drive, and Mack Street. In time, all of these parcels should be incorporated into the City of Dalton boundaries

(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, stormwater, or historical issues that influence the development of the subject property under any zoning designation.

N/A

Conclusion:

The staff recommends approval for the annexation of parcel 12-184-01-044.

Reasons for approval:

- 1) The subject property is adjoined by the incorporated City of Dalton to the north and east.
- 2) Annexation will reduce a “County Island”
- 3) There will be no additional burdens to city services.
- 4) There is no proposed change in current use, including zoning for the parcel.



Calvillo Annexation into City of Dalton

Zoning to Remain as R-2, Low Density Single Family Residential

Dalton City Limits



Town_Boundaries

FEET
200

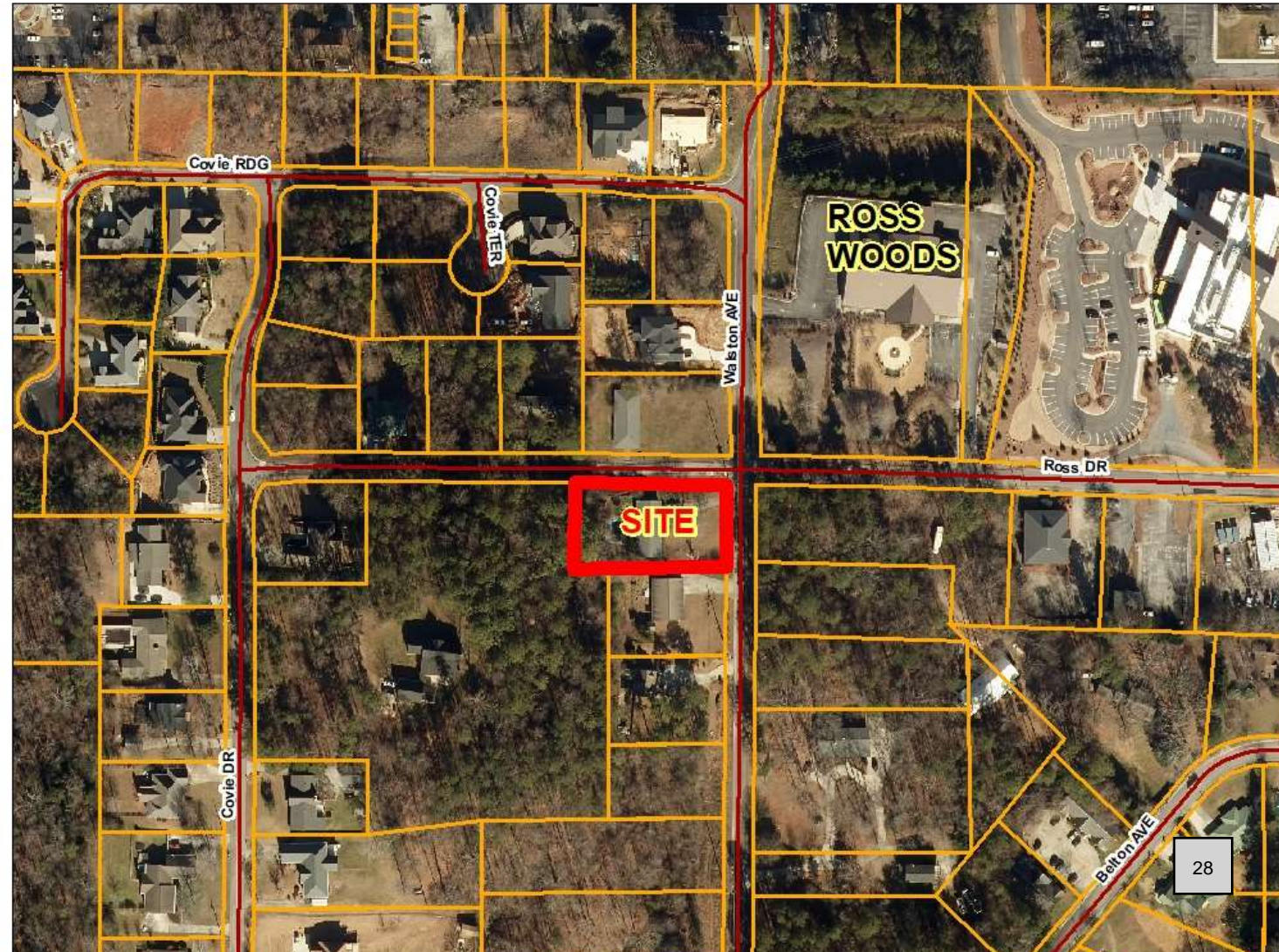




Calvillo Annexation into City of Dalton

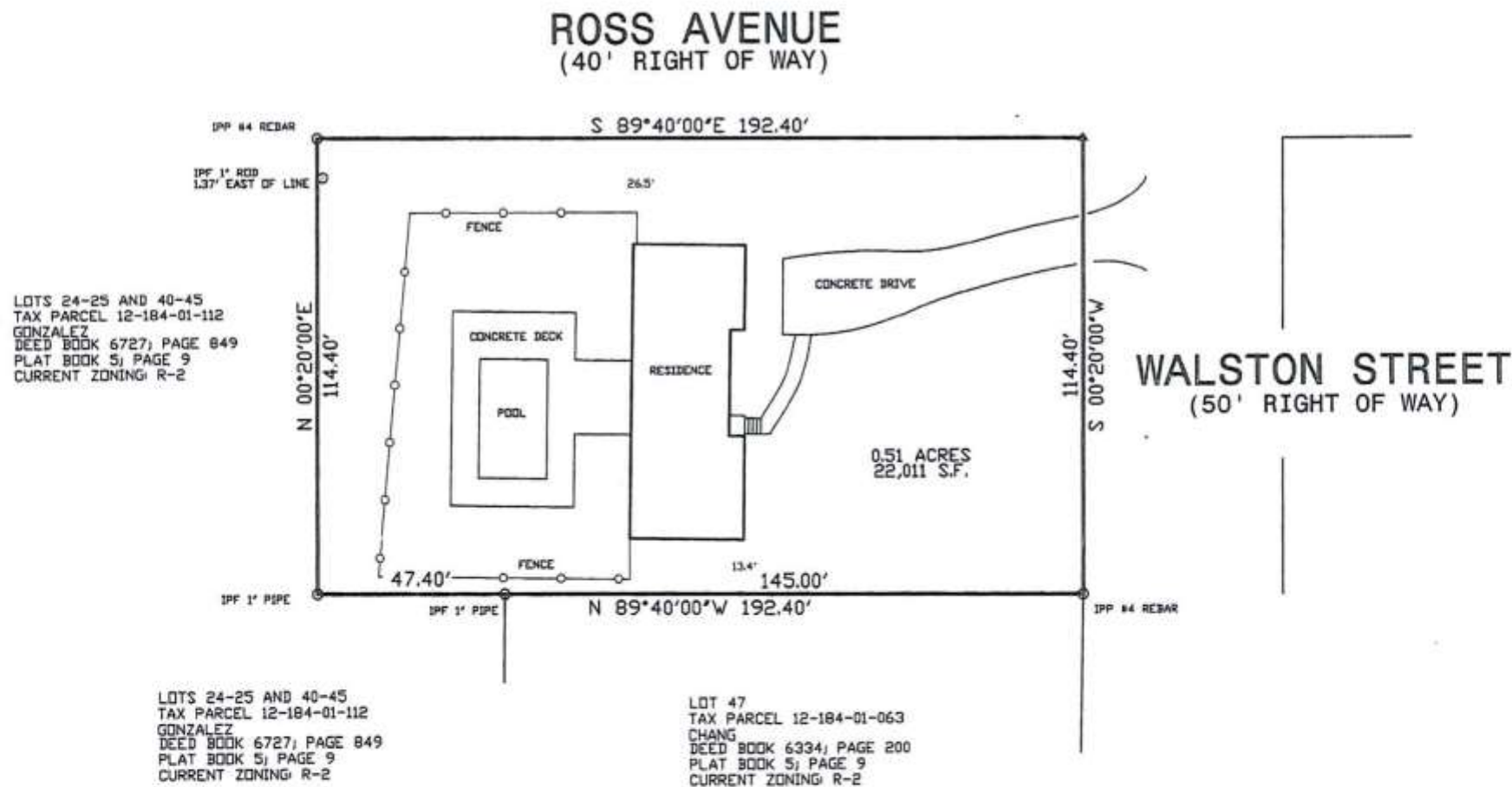
Zoning to Remain as R-2, Low Density Single Family Residential

**FEET
200**

A solid black horizontal line representing a scale of 200 feet.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF A MINIMUM OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.



DAVID PENNINGTON III
MAYOR

BERNADETTE CHATTAM, CMC
CITY CLERK



DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

Council Members

May 6, 2022

TO: Todd Pangle, Fire Department
Cliff Cason, Police Department
Terry Miller, Mitchell & Mitchell
Chad Townsend, Public Works Department
Tom Bundros, Dalton Utilities
Ethan Calhoun, NWGRC

FROM: David Pennington, III
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Maria De La Luz Calvillo

STREET ADDRESS: 1315 Walston St.

AMOUNT OF ACREAGE: .52

PARCEL NUMBERS: 12-184-01-044

PLAT ATTACHED: YES X NO

ZONING CLASSIFICATION: R-2



ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Maria L Calvillo
APPLICANT ADDRESS:	1315 Walston St
CITY, STATE & ZIP:	Dalton GA 30720
TELEPHONE NUMBER:	(706)-934-2169

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1315 Walston St, Dalton, GA 30720
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	R.R. Burleyson subdivision
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	46 1
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential (R-2)

• PROPOSED ZONING CLASSIFICATION	(R-2)
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	0.52
• TAX MAP NUMBER/PARCEL NUMBER	12-184-01-044
• HOUSING UNITS	1

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

SIGNATURE OF APPLICANT(S)

3/16/2022

DATE

OWNERSHIP VERIFICATION

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

12-184-01-044

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

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

Maria L Calvillo
(Owner's Name)

Sworn to and subscribed
Before me, this 12 day
of April, 2022

[Signature]
Notary Public





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

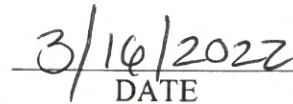
If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils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

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 per year.

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

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


SIGNED


DATE

Deed Doc: WD
Recorded 05/09/2013 03:28PM
Georgia Transfer Tax Paid : \$130.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 05888 Pg 0217-0219

PT-1015

After Recording Return To:

W. Lane Haley, P.C.
207 W. King Street
Ste. J
Dalton, GA 30720

WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF WHITFIELD**

This INDENTURE, made the 8th day of May, 2013, by and between Mike Kinsey Properties, LLC, a Georgia Limited Liability Company, party or parties of the first part, hereinafter referred to as "Grantor," and Maria De La Luz Calvillo, party or parties of the second part, hereinafter referred to as "Grantee," the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH that: For and In Consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid and delivered to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor has and hereby does grant, bargain, sell, convey and confirm unto Grantee,

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

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

MBK

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, Sealed and Delivered
In the presence of:

[Signature]
(Unofficial Witness)
Larita S. Hollis
(Notary Public)

Mike Kinsey Properties, LLC,
a Georgia Limited Liability Company

By: Mike B. Kinsey (Seal)
Name: Mike Kinsey
Title: Owner



[Signature]

NOTES:
CONTACT PERSON:
MARTIN SMITH
P.O. BOX 4611
DALTON, GEORGIA 30719
(706) 278-6413

SUBJECT PROPERTY
TAX PARCEL 12-184-01-044
CURRENT OWNER: MARIE
DEED BOOK "588" PAGE 21
PORTION OF LOT 46
R R BURLEYSON SUBDIVISION
PLAT BOOK 5, PAGE 9

FRONT SETBACK: 25'
SIDE SETBACK: 10'
REAR SETBACK: 15'

SURVEY FOR:
MARIA L. CALVILLO
LOCATED IN LAND LOT 184
12th DISTRICT 3rd SECTION
WHITFIELD COUNTY, GEORGIA
LOT 46
R.R. BURLEYSON SUBDIVISION

SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACTION OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO THE PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE INSTRUMENT BEING RETRACTED IS BEING RECORDED FOR THE PURPOSES OF THE UNDERGROUND AND SURVEYOR CERTIFICATES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 13-6-67.

4.29.2022
DATE



APRIL 06, 2022

30 0 30 60 90

GRAPHIC SCALE - FEET 1 INCH = 30 FEET

ALL IRON PINS PLACED ARE #4 REBAR

RESERVED FOR CLERK OF COURT

FLOOD STATEMENT

ACCORDING TO F.I.R.M. COMMUNITY PANEL # 13313C 0136D.
DATED SEPTEMBER 19, 2007 THIS PROPERTY DOES NOT LIE
WITHIN AN AREA HAVING SPECIAL FLOOD HAZARDS.
ZONE X

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF A MINIMUM OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF .02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITHIN ONE
FOOT IN 100,000+ FEET.

ROSS AVENUE
(40' RIGHT OF WAY)

LOTS 24-25 AND 40-45
TAX PARCEL 12-184-01-112
GONZALEZ
DEED BOOK 6727, PAGE 849
PLAT BOOK 5, PAGE 9
CURRENT ZONING: R-2

LOTS 24-25 AND 40-45
TAX PARCEL 12-184-01-112
GONZALEZ
DEED BOOK 6727; PAGE 849
PLAT BOOK 5; PAGE 9
CURRENT ZONING: R-2

LOT 47
TAX PARCEL 12-184-01-063
CHANG
DEED BOOK 6334, PAGE 200
PLAT BOOK 5, PAGE 9
CURRENT ZONING: R-2

MARTIN SMITH & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
P.O. BOX 3514
DALTON, GEORGIA 30719
(706) 278-6413

EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot No. 184 in the 12th District and 3rd Section of Whitfield County, Georgia and being designated as Lot 46 of R. R. Burleyson Subdivision, as shown by revised plat thereof, of Plat Book 5, Page 9, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of the intersection of Walston Street and Ross Avenue; thence South 00 degrees 20 minutes west along the west side of Walston Street, 114.4 feet to an iron pin; thence north 89 degrees 40 minutes west 192.4 feet to an iron pin; thence north 00 degrees 20 minutes east 114.44 feet to an iron pin on the south side of Ross Avenue; thence south 89 degrees 40 minutes east along the south side of Ross Avenue 192.4 feet to the POINT OF BEGINNING.

Being the same property conveyed by deed of record in Deed Book 5639, Page 18, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

Restrictive Covenants as set out in instruments recorded in Deed Book 84, Page 376, as amended in Deed Book 164, Page 42, in the office of the Clerk of the Superior Court of Whitfield County, Georgia.

Easement granted to Georgia Power Company dated April 27, 1978, and recorded in Deed Book 530, Page 152, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

Terms and Provisions of Waterline Easement Agreement by and between David Hadlock, David Cole, Judy Cole and Denton Cole, dated June 12, 1998, and recorded in Deed Book 2990, Page 9, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

Subject to all Restrictions, Covenants, Easements and matters of plat that lawfully affect the subject property.

EXHIBIT "B"

4-1-4

Low density single family residential (R-2.) This district is established to protect single family detached dwellings, including typical residential subdivisions, on lots of not less than 27,500 square feet if served by on-site sewage management systems and not less than 15,000 square feet if served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain in excess of 1,200 square feet of heated floor area upon a permanent foundation and shall have the electrical meter base serving such dwelling attached directly to such dwelling. There shall be no manufactured or mobile homes within this district in order to maintain the traditional residential character of such districts. If served by on-site sewage management system, the lots in this district shall conform at least with the minimum standards for lot sizes as promulgated by the health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. Only one dwelling unit per lot shall be allowed in this district.

Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-184-01-044
 Realkey 16416
 Property Record Card [Click Here](#)
 GIS Map [Map](#)
 Owner Name CALVILLO MARIA DE LA LUZ
 Owner Address 1315 WALSTON STREET
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30721
 Latitude
 Longitude

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood DHA
 Legal Description L46 R R BURLEYSON
 Total Acres 0.52
 Zoning See GIS Map
 GMD\Map Number 056
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1315
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name WALSTON
 Parcel Street Units
 Parcel Street Type AVE

Current Fair Market Value Information

Previous 139594
 Current 151118
 Land 24150
 Residential Improvement 116057
 Commercial Improvement
 Accessory Improvement 10911
 Conservation Use Value

Historical Fair Market Value Information

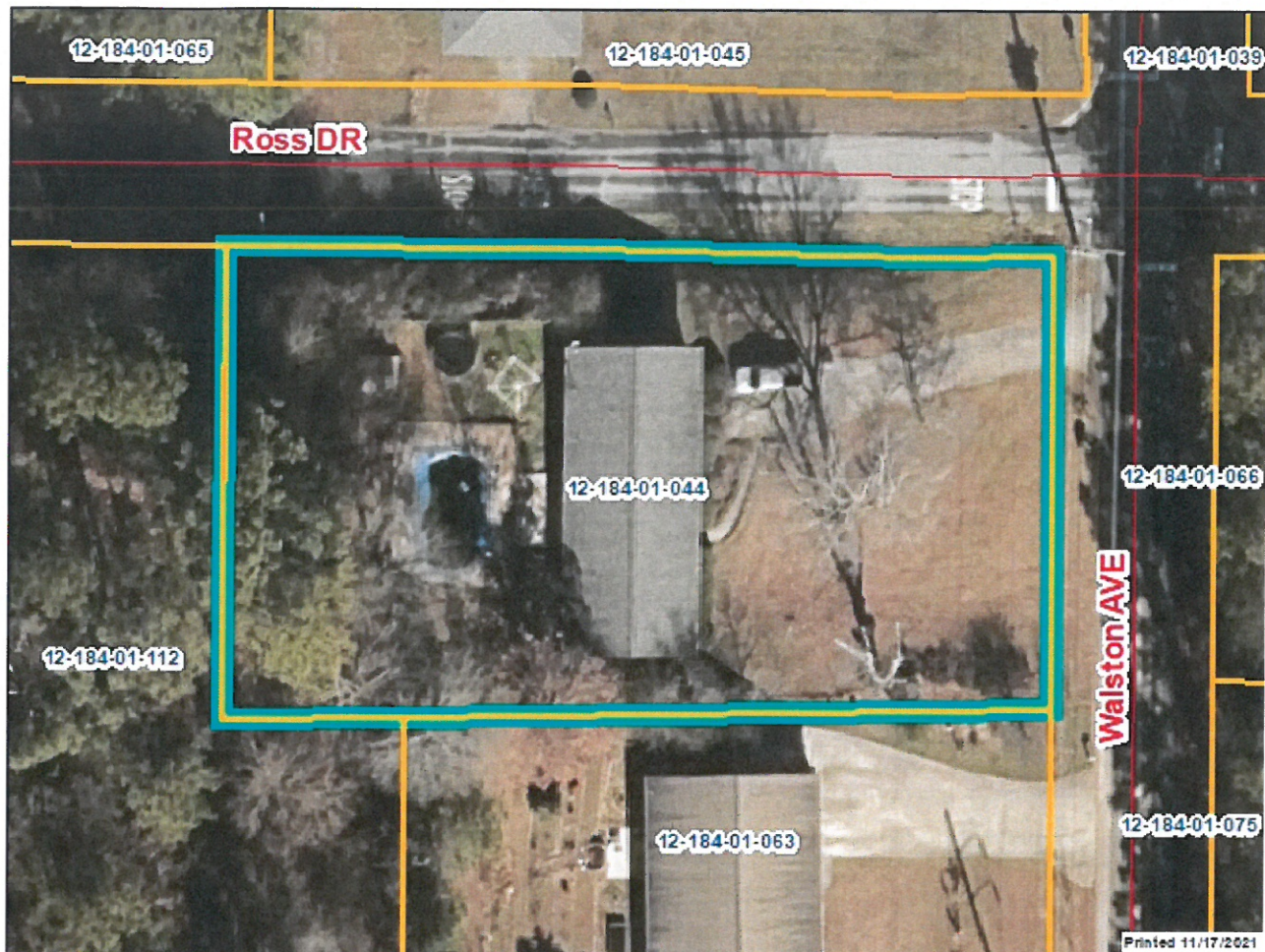
2019 134539
 2018 134539
 2017 134539

Exemption Information

Homestead S1
 Preferential Year
 Conservation Use Year
 Historical Year
 Historical Val 0
 EZ year
 EZ Val 0

GIS Quickmap

No GIS Quickmap Available



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	CALVILLO MARIA DE LA LUZ	Legal Description	L46 R R BURLEYSON
Year	2021	Sale Date	
Parcel Number	12-184-01-044	Taxes Due	1531.04
Bill	205611	Taxes Due Date	12/20/2021
Exemption Type	S1	Taxes Paid	1531.04
Account No.	7069866	Taxes Paid Date	12/13/2021 12:26:57 PM
Millage Rate	0	Current Due	0
Fair Market Value	151118	Back Taxes	0
Assessed Value	60447	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	116057
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	1961

Construction Information

Foundation	Masonry
Exterior Walls	Br Veneer
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Cont. Wall



Whitfield County

Board of Commissioners

Board Members
Jevin Jensen, Chairman
Barry W. Robbins
Robby Staten
John Thomas
Greg Jones

June 16, 2022

Honorable David Pennington
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-184-01-044

Dear Mayor Pennington:

At the June 13, 2022 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel No. 12-184-01-044.

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

cc: Ashley O'Donald, Chief Appraiser
Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
David Metcalf, Emergency Services Director
File

DALTON FIRE DEPARTMENT

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

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield
Alex Brown

May 12, 2022

David Pennington, III
Mayor, City of Dalton

Re: Annexation proposal for parcel **#12-184-01-044** 1315 Walston St.

Greetings,

A review of the proposed listed annexation request has been completed and it has been determined there would be no negative impact to fire protection in the area as a result of annexation. There is sufficient water supply available in the area, as well the structure located on the property meets the proximity requirements associated with our ordinance.

Dalton Fire Department would not oppose annexation of the listed property.

Thank you,

Todd Pangle
Fire Chief
Dalton Fire Department

Fire Chief
Todd Pangle



**DALTON FIRE DEPARTMENT
PREVENTION DIVISION**

Fire Marshal
Matt Daniel
404 School Street
Dalton, GA 30720
(706) 529-7486
mdaniel@daltonga.gov

Fire Inspectors
Donnie Blankenship
(706) 278-7363 x227
dblankenship@daltonga.gov
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

May 11, 2022

Re: Annexation Analysis

Property Address/Parcel: 12-184-01-044, 1315 Walston Ave.

Access: Access to the structure is not an issue.

Water Supply: Hydrant number H5493 on Walston Avenue direct across the street provides adequate water supply.

Property Use: Existing single-family dwelling.

Setbacks: Setback requirements are met and not an issue.

Respectfully,

Matt Daniel
Division Chief
Prevention Division

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
Fax: (706) 278-1847
Email: ctownsend@daltonga.gov



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
ANNALEE SAMS
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: David Pennington III, Mayor
Bernadette Chattam, City Clerk

FROM: Chad Townsend, Director of Public Works

RE: Annexation Request
Maria De La Luz Calvillo
1315 Walston St.
0.52 Acres
Parcel Number: 12-184-01-044
Zoning Classification: R-3

Date: 5/10/22

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but notes the following items should be of consideration as part of the request:

- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services. The cost to provide these services is approximately \$300 per household. At this time no additional resources would be required from the Department to administer these services.
- **Majority of Walston St. address remain in unincorporated Whitfield County.** With the majority of the residences along Walston Street being located within the County, in an effort to eliminate confusion in delivery of services, & following annexation approval; the City should consider proactively contacting the remaining residences along Walston St. to offer the opportunity for annexation.



May 11, 2022

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

**RE: Annexation Request for Maria De La Luz Calvillo – 1315 Walston Street
(.52 acres)**

Dear Mayor Pennington:

As requested in your May 6, 2022, memorandum, Dalton Utilities has reviewed the annexation request of Maria De La Luz Calvillo for 0.52 acres +/- located at 1315 Walston Street. This property is further described as parcel number 12-184-01-044 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide electric, water, wastewater and telecommunications services to this site from nearby existing utility infrastructure.

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

Sincerely,

Mark Buckner, P.E.

William C Cason III
Chief of Police
ccason@daltonga.gov
www.daltonpd.com
www.cityofdaltongga.gov/police



Public Safety Commission
Terry Mathis
Bill Weaver
Anthony Walker
Truman Whitfield
Alex Brown

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

Date: May 6, 2022

To: Chief Cliff Cason

From: Captain Barry Woods

RE: 1315 Walston Ave. Parcel 12-184-01-044

Chief Cason:

I have reviewed the annexation request for 1315 Walston Ave. Parcel Numbers 12-184-01-044. This property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Barry Woods', is written over a horizontal line.

Captain Barry Woods



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/18/2022

Agenda Item: The request of Brian Long to change the zoning of tax parcel 12-255-06-016, a 1.6-acre tract, from Heavy Manufacturing (M-2) to General Commercial (C-2). The parcel is located at 604 Sheridan Avenue, Dalton Georgia.

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. 22-18

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To General Commercial (C-2) Being A Tract of Land Totaling 1.6 Acres Located at 604 Sheridan Avenue (Parcel No. 12-255-06-016); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Brian Long (Owner) has filed an application with the City to rezone property located at 604 Sheridan Avenue (Parcel Nos. 12-255-06-016);

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

WHEREAS, the Owner is requesting the Property be rezoned to General Commercial C-2;

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 June 27, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to C-2;

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 604 Sheridan Avenue identified as Parcel No. 12-255-06-016 is hereby rezoned from Heavy Manufacturing (M-2) to General Commercial (C-2).

-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 Council member _____, second by Council member _____ 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: July 11, 2022

SUBJECT: The request of Brian Long to change the zoning of tax parcel 12-255-06-016, a 1.6-acre tract, from Heavy Manufacturing (M-2) to General Commercial (C-2). The parcel is located at 604 Sheridan Avenue, Dalton Georgia.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 27, 2022 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 Brian Long.

Public Hearing Summary:

Mr. Smith addressed the commission and chair about Brian Long's proposal for rezoning from M-2 to C-2. Mr. Smith affirmed the approval for Mr. Long's request as the parcel is near other commercial buildings located directly across Sheridan Avenue to the east. There will not be any change in character nor burden to utilities, as the area is zoned for both light industrial/general commercial. The Commissioners had no questions for Mr. Smith.

Mr. Long spoke briefly, affirming the statements provided in the analysis. Seeing no objection to statements provided, nor any opposition to the proposal, the public portion of the meeting was called to a close.

Recommendation:

Chairman Lidderdale sought a motion on the request of C-2 to allow Mr. Long to establish an event-Center. **Jody McClurg made a motion for approval, as there will be no change to the character of the area and no burden for additional services. Chris Shifflett seconded the motion followed by a unanimous vote for approval, 4-0.**

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

ZONING CASE: Brian Long is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land (parcel 12-255-06-016) containing 1.6 acres located at 604 Sheridan Avenue. The tract is occupied by a single building that most recently served a light manufacturing or commercial business. The rezoning request to C-2 is sought to serve the purpose of establishing an event center.

The surrounding uses and zoning are as follows: 1) To the north, is a tract totaling a little over seven acres occupying the same (M-2) zone district as the subject property. This tract contains two large industrial structures; 2) to the east is a tract of similar size to the subject property occupying the C-2 zone district containing a small commercial structure utilized as an auto rental business; 3) to the south is an eight acre tract zoned M-2 that contains two non-conforming single-family dwellings; and 4) to the west, is the same property that is adjacent to the north. All in all, a review of the zoning map in color shows a convergence of two zone districts, C-2 and M-2, along the Highway 76 Walnut Ave corridor.

The subject property is within the jurisdiction of the Dalton Mayor and Council.

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.

With primarily two zone districts in this vicinity, there is a certain consistency in existing land use, but there are a few properties nearby containing conforming single-family dwellings. When looking at this area, it is evident that there is a consistency of commercial/industrial development adjacent to Highway 76 (Walnut Ave.). Being adjacent to an arterial corridor, both the zoning districts and existing development greatly favor that of industrial/commercial character. Even though the subject property is not technically adjacent to Hwy. 76, it can be accessed via Sheridan Avenue approximately 100 feet south of Hwy. 76. Although the type of development along this corridor tends to favor the more intensive uses, an event center would certainly not be out of place. If the subject property is rezoned C-2 it would simply enlarge the adjacent C-2 district and shrink the existing M-2 district.

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

The C-2 zone is a somewhat less-intense district than M-2 that allows a variety of commercial uses. Every adjacent property, surrounding the subject property, is zoned either C-2 or M-2. The only non-conforming uses adjacent to the subject property are the two single family dwellings on the southern adjacent eight-acre M-2 tract. The requested C-2 rezoning would not increase the intensity of the subject property or change the

existing character of the subject property.

(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.

It is fair to say that the subject property could be effectively utilized for light industrial purposes as well as commercial with little alterations to the property or existing structure. The size of the subject property along with the existing structure lead this planner to believe that the property would be better suited for commercial development rather than heavy manufacturing. Being near the arterial corridor allows for good visibility and access to those travelling along Walnut Ave, which provides the high-volume of traffic desired by most commercial businesses.

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

N/A

(E) Whether the proposed (C-2) 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.

We will minimize comment here, knowing that Sheridan Ave. already gets its fair share of traffic. Based on the surrounding land uses and the limited size of the subject property, impact on infrastructure or services is expected to be minimal if this petition is approved.

(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 Future Development Map designates this area as a "Town Neighborhood Revitalization" character area which would propose the location of single family residences, town houses, parks, public institutional, mixed use live/work, and neighborhood commercial. Restoration of existing houses to maintain and stabilize existing housing stock is the preferred development in this character area. It also accommodates a mix of housing types and small lot single family residences. When observing the future development map one will note that the subject property is flanked along approximately 75% of its boundaries by the Commercial character area. When considering the majority of adjacent land is slated to remain commercial as well as the fact that the subject property has been commercially occupied for over a decade, this planner believes that the Commercial character area would have been a better fit for the subject property than Town Neighborhood Revitalization.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the

proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

N/A. This rezoning, if approved, would simply enlarge the adjacent C-2 zone district and shrink the existing M-2 district

(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: Staff can recommend approval of the requested C-2 rezoning based on the following;

- 1) 100% of adjacent properties are zoned either M-2 or C-2;
- 2) The Comprehensive Plan future development map shows the subject property surrounded by the commercial character area along over the majority of its boundaries.
- 3) The subject property is already developed for light industrial/general commercial use and, if rezoned C-2, would not burden utilities or traffic patterns in the area.

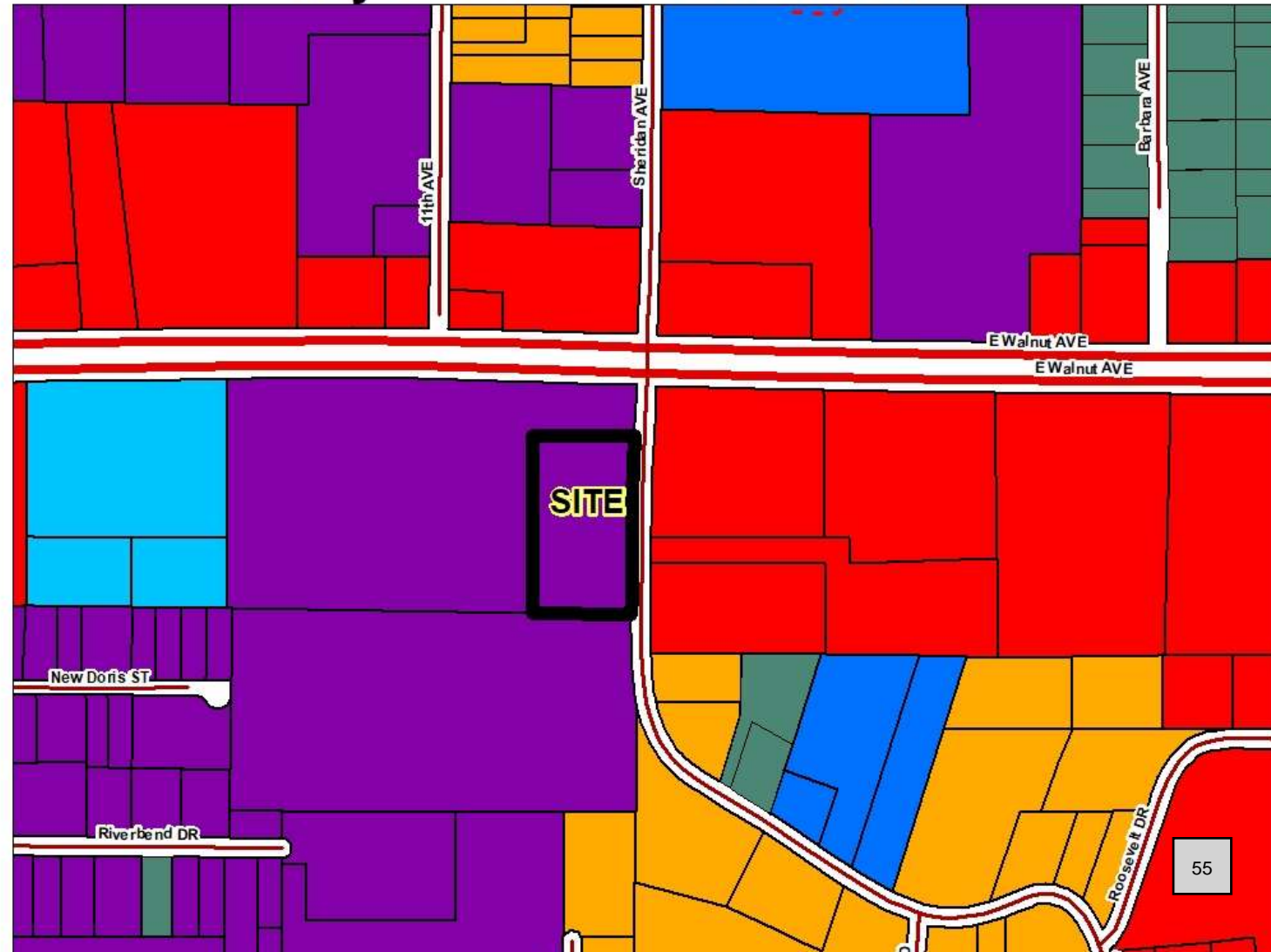


Long Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction

Unified Zoning

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- High Density Residential (R-7)
- Mixed Use (MU)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
300



Long Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction

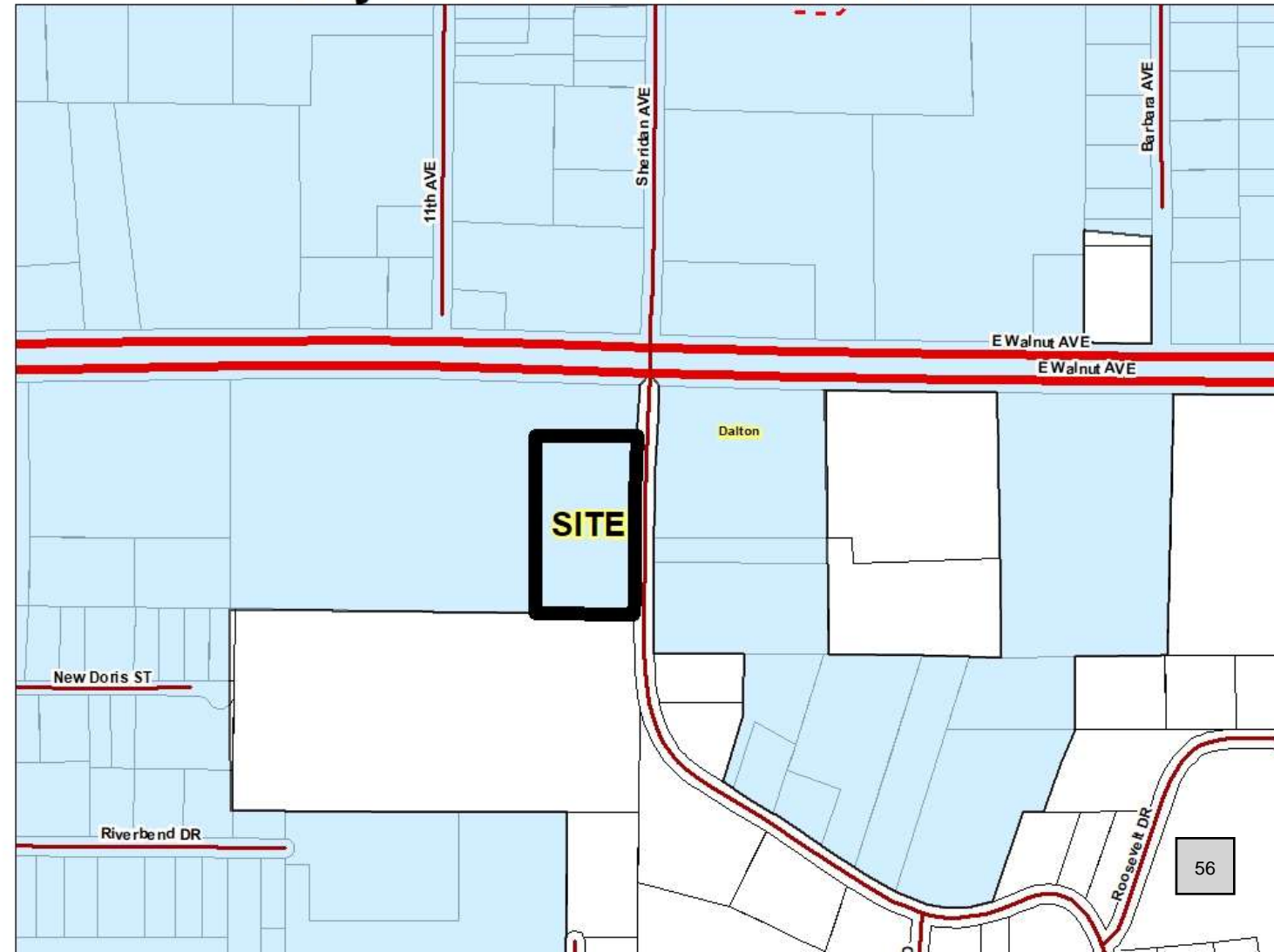


Dalton City Limits



Town_Boundaries

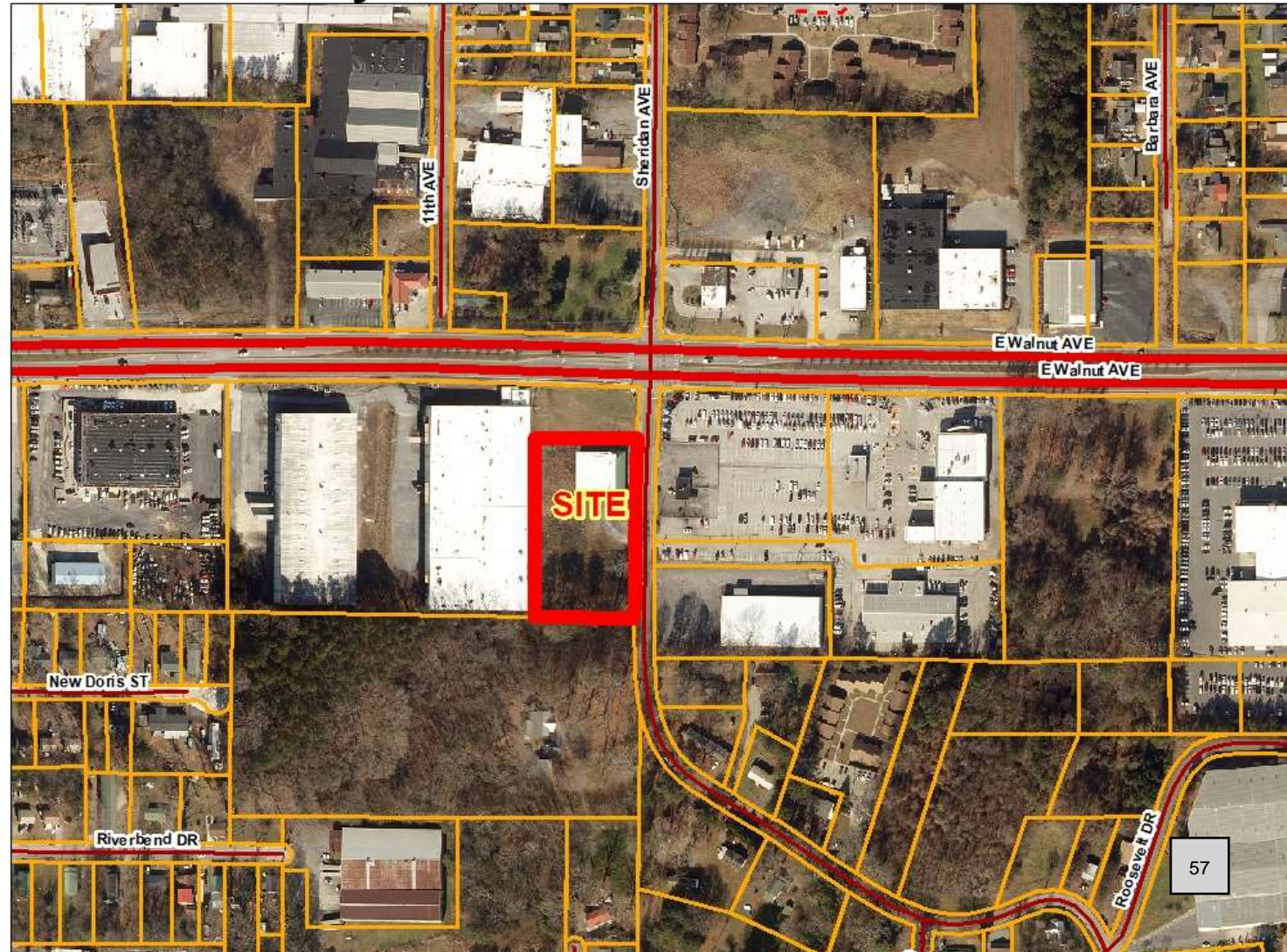
FEET
300



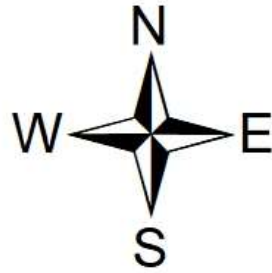


Long Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction

**FEET
300**



Long Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



**FEET
150**



Long Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

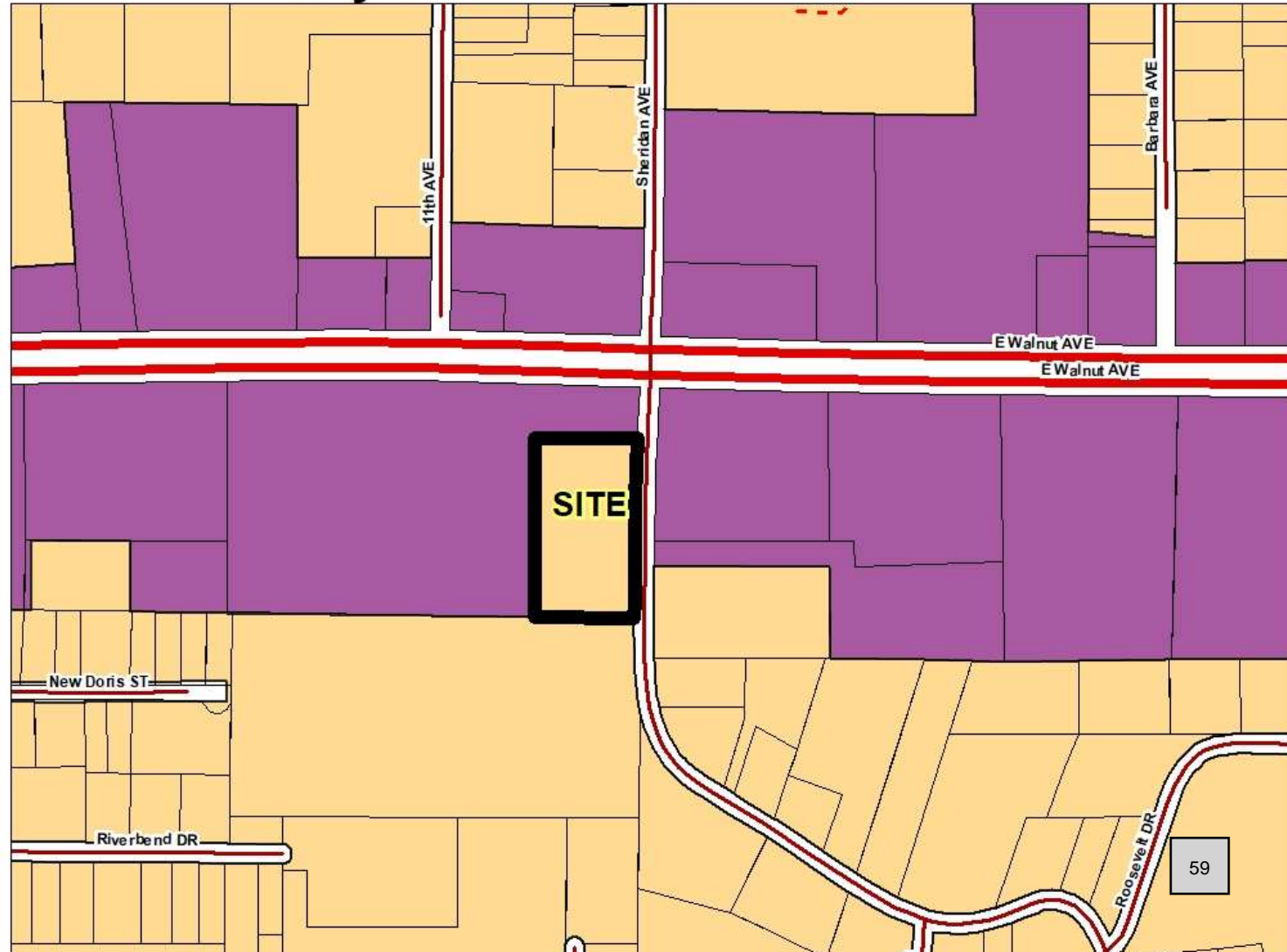


Commercial



Town Neighborhood Revitalization

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7/18/2022

Agenda Item: The request of Enrique Meza for the request of a zoning amendment from Heavy Manufacturing (M-2) to Transitional Residential (R-6) for tax parcel 12-238-18-017. The tract is located at 42 S. Glenwood Ave, Dalton Ga. The rezoning is being requested to convert a dwelling into a triplex.

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. 22-19

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To Transitional (R-6) Being A Tract of Land Totaling 0.18 Acres Located at 429 Glenwood Ave. (Parcel No. 12-238-18-017); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Enrique Meza (Owner) has filed an application with the City to rezone property located at 429 Glenwood Ave. (Parcel Nos. 12-238-18-017);

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

WHEREAS, the Owner is requesting the Property be rezoned to Transitional Residential R-6;

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 June 27, 2022 and subsequently forwarded its favorable recommendation to the Mayor and Council for rezoning the property to R-6;

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 429 Glenwood Ave. identified as Parcel No. 12-238-18-017 is hereby rezoned from Heavy Manufacturing (M-2) to Transitional Residential (R-6).

-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 Council member _____, second by Council member _____ 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
Andrew Parker
Terry Miller
Jean Garland

FROM: Jim Lidderdale
Chairman

DATE: July 11, 2022

SUBJECT: The request of Enrique Meza for the request of a zoning amendment from Heavy Manufacturing (M-2) to Transitional Residential (R-6) for tax parcel 12-238-18-017. The tract is located at 42 S. Glenwood Ave, Dalton Ga. The rezoning is being requested to convert a dwelling into a triplex.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on June 27, 2022 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 Enrique Meza.

Public Hearing Summary:

Mr. Smith summarized the staff analysis, which recommendation of denial, for the rezoning to R-6 to have a triplex. The Staff could not recommend the zoning of R-6 as there are concerns over traffic, parking, and necessary living space. Mr. Smith did state that the staff can recommend R-5 zoning as there is an R-5 district across S. Glenwood Avenue from the petitioner's property. If rezoned as R-5, for the possible use of a duplex, would reduce concerns over available living space and traffic/parking. Completing these statements, the commission had no questions for Mr. Smith.

Mr. Enrique Meza provided his defense for the petition. Stating that the property has been used as a triplex for many years, though the property had been vacant for at least a couple of years. Being a triplex previously Mr. Meza stated there had not been any previous comments he is aware of regarding traffic or parking. Commissioner Perez questioned Mr. Meza, asking him to reaffirm the statements made. Mr. Perez, satisfied with the comments provided, did not object to the recommendation being provided to the Mayor and Council of Dalton. With no opposition, the public portion of this meeting was called to a close.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-6 rezoning. **The Planning Commission's motion for approval was agreed upon given Mr. Meza's statement that the building has been used previously as a triplex. Under good faith that Mr. Meza's statements were true, Octavio Perez provided a motion for approval. The motion made was seconded by Jody McClurg. The commission unanimously voted for approval, providing a 4-0 vote**

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

ZONING CASE: Enrique Meza is seeking to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land (parcel 12-238-18-017) containing 0.18-acres located at 429 S. Glenwood Ave. The tract is currently developed with a non-conforming single-family detached dwelling. The rezoning request to R-6 is sought to serve the purpose of converting the dwelling into a triplex.

The surrounding uses and zoning are as follows: 1) To the north, is a 1.5-acre tract of land that contains a large industrial building zoned M-2; 2) to the east is a continuation of the northern adjacent property; 3) to the south, is a 0.41-acre tract of land containing a non-conforming single-family detached dwelling zoned M-2; and 4) to the west, across S. Glenwood Ave, are two adjacent tracts of land that are each approximately 0.2-acres in size. The northernmost western tract is zoned M-2 and is part of a larger industrial property while the southernmost eastern tract contains a single-family detached dwelling. All in all, a review of the zoning map shows the subject property to be at the boundary between the R-5 and M-2 zone districts. Land use in this area of the city is predominantly manufacturing and commercial with small pockets of residential.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

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.

The subject property has been developed, in its current state, since 1960 based on tax records. The petitioner listed the dwelling as being a triplex apartment building on the rezoning application, but tax records and the visual appearance of the structure indicate that it has always been a single-family detached dwelling. The petitioner's intentions to convert the single-family detached dwelling into a triplex would likely require significant alterations to the interior and exterior of the building. The current size of the single-family dwelling is 15,88SF, which would mean that the proposed triplex units would only total approximately 500SF each. The subject property lies adjacent to the Rural Residential R-5 zone district where several single-family detached dwellings exist as well as the southern adjacent single-family detached dwelling. While single-family detached dwellings have survived over a half century in this area, dwellings in sight of the subject property show signs of blight and forgone maintenance. The declining conditions of single-family detached dwellings, in the vicinity, is likely an indicator of lower demand for single-family housing. The impact of commercial, manufacturing, and perpetually heavy traffic along Glenwood Ave. does not create an attractive location for single-family detached development. The existing development of the subject property, however, does not make it a good candidate for manufacturing development based on the limited size and existing development.

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

Based on the existing development of the adjacent properties, the proposed rezoning would have little to no affect on the values of the surrounding properties if rezoned R-6. One could argue that, if the subject property is rezoned residentially, the adjacent manufacturing property would be in non-conformity based on the lack of a buffer along the boundary with the subject property, but the adjacent manufacturing property is already in non-conforming status since it was built to 0-lot line with no setbacks.

(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 has been developed as a single-family detached dwelling since 1960 based on tax records. The ability to utilize the subject property for heavy manufacturing use is quite limited due to the small size of the subject property. The proposed zone district would allow a more suitable use for the subject property than exists currently.

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

N/A

(E) Whether the proposed (R-6) 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 limited size of the subject property prevents the concern for impact to public utilities or other public services. There is a considerable concern, however, with the ability to create sufficient parking with safe access to Glenwood Avenue. The subject property was developed as a single-family detached dwelling, which tends to have notably less demand for parking than multi-unit housing. If the subject property were remodeled into a triplex, the subject property would need at least 5 parking spaces with the ability to exit the subject property in the forward direction. The current driveway accessing the subject property is narrow and unable to be widened based on the property line and dwelling location. The driveway also lacks an area large enough to turn a vehicle around without backing onto the busy street. Staff do not believe sufficient space exists to create 5 parking spaces for the proposed triplex based on the limitations of the subject property's built character. There is, however, a possibility to create additional parking as well as a turn around in the rear yard of the subject property to address the safe street access issue.

(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 Future Development Map designates this area as the "Downtown" character area.

This character area is intended to represent areas where the downtown will eventually grow into. One of the challenges in this area, in regards to the growth of downtown, lies in the issue of the railroad separation that currently exists. Walkability is key to the resilience of a healthy downtown, and the subject property is a 0.3 mile walk for a pedestrian alongside a heavily trafficked corridor where cars and commercial trucks reach speeds in excess of 30mph. It is safe to say that the growth pressure of the downtown has not yet reached the subject property. If the subject property were within the downtown C-3 zone district, neither single-family, duplex, nor triplex dwellings would be permitted. Only loft apartments and urban dwellings are permitted in the C-3 zone district.

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

This rezoning, if approved, would shrink the M-2 zone district and enlarge the adjacent R-5 zone district.

(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: Staff can recommend an R-5 rezoning of the subject property based on the following;

- 1) There is no concern for adverse impact to the values of adjacent property if the subject property is rezoned R-5, and there is an established R-5 zone district with similarly developed properties;
- 2) The Comprehensive Plan future development map indicate that the subject property will eventually be part of the greater downtown, but actual development patterns at this time suggest that downtown growth may be a number of years in the future;
- 3) The subject property is not a good fit for the M-2 zone district.
- 4) While a triplex was requested, the necessary space for living quarters and parking make this project a stretch. The R-5 zone district would permit both single-family as well as a duplex.

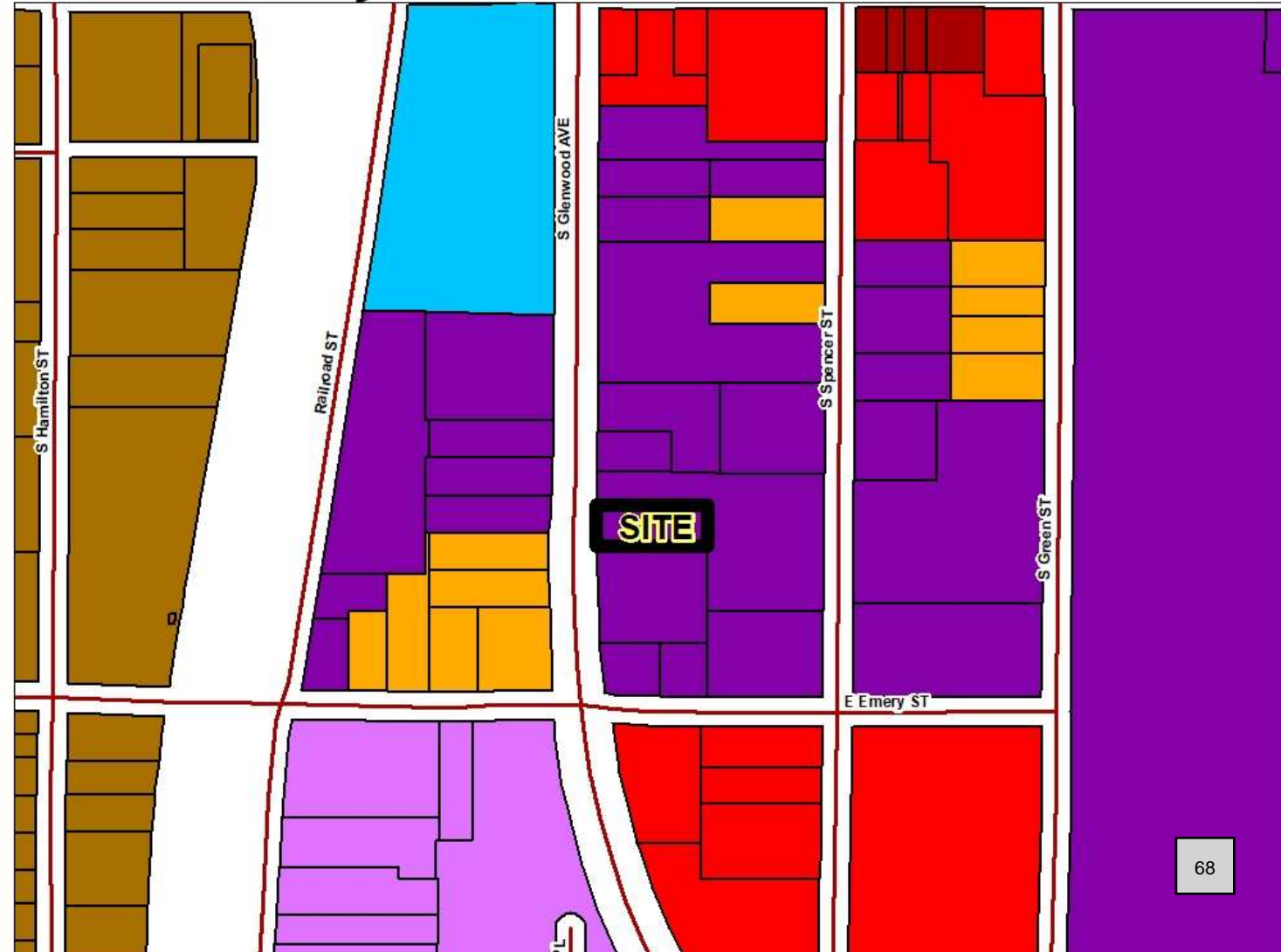


Meza Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction

ZONING

-  Rural Residential (R-5)
-  Mixed Use (MU)
-  General Commercial (C-2)
-  Central Business District (C-3)
-  Transitional Commercial (C-4)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)

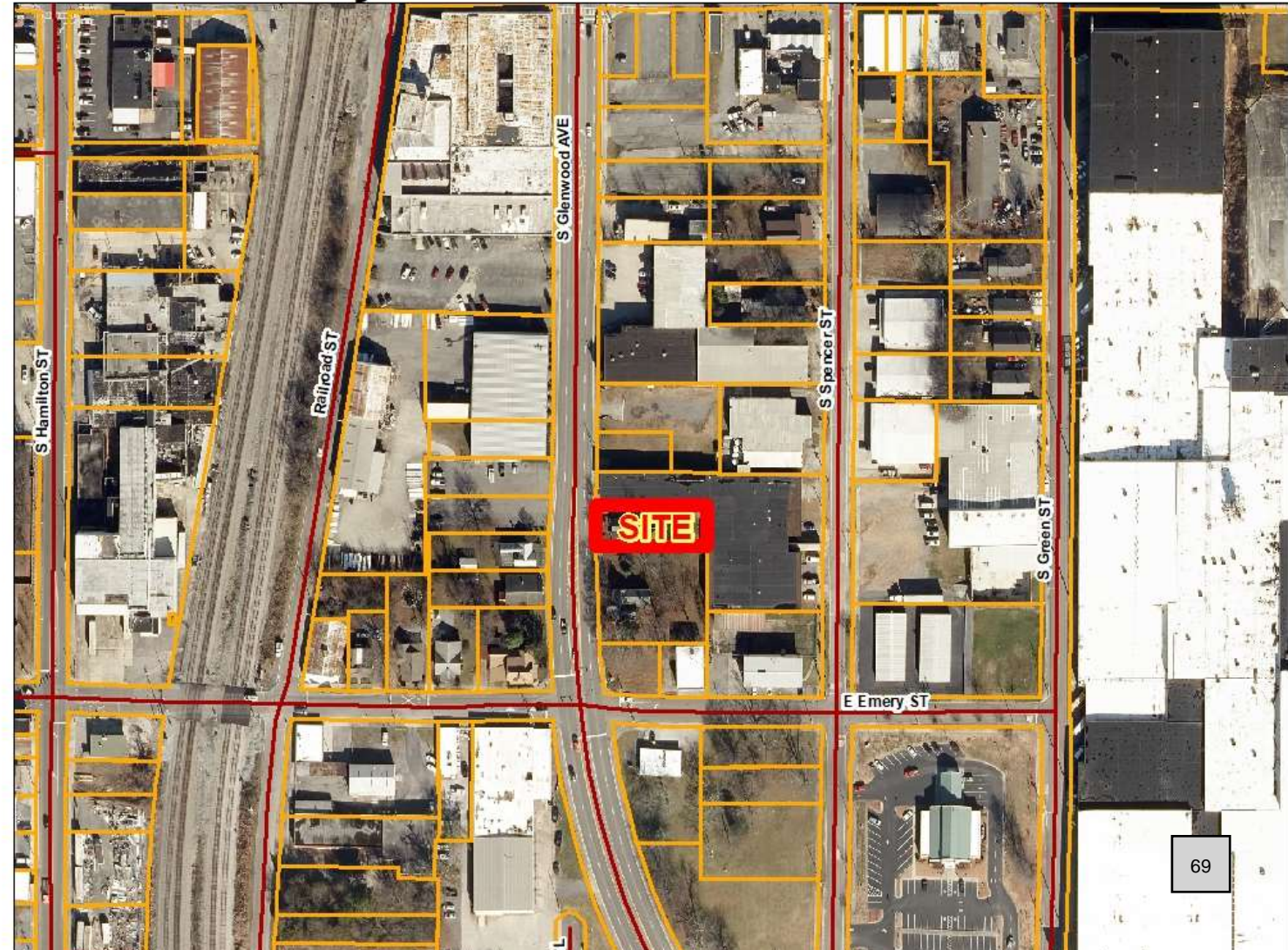
FEET
200





Meza Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction

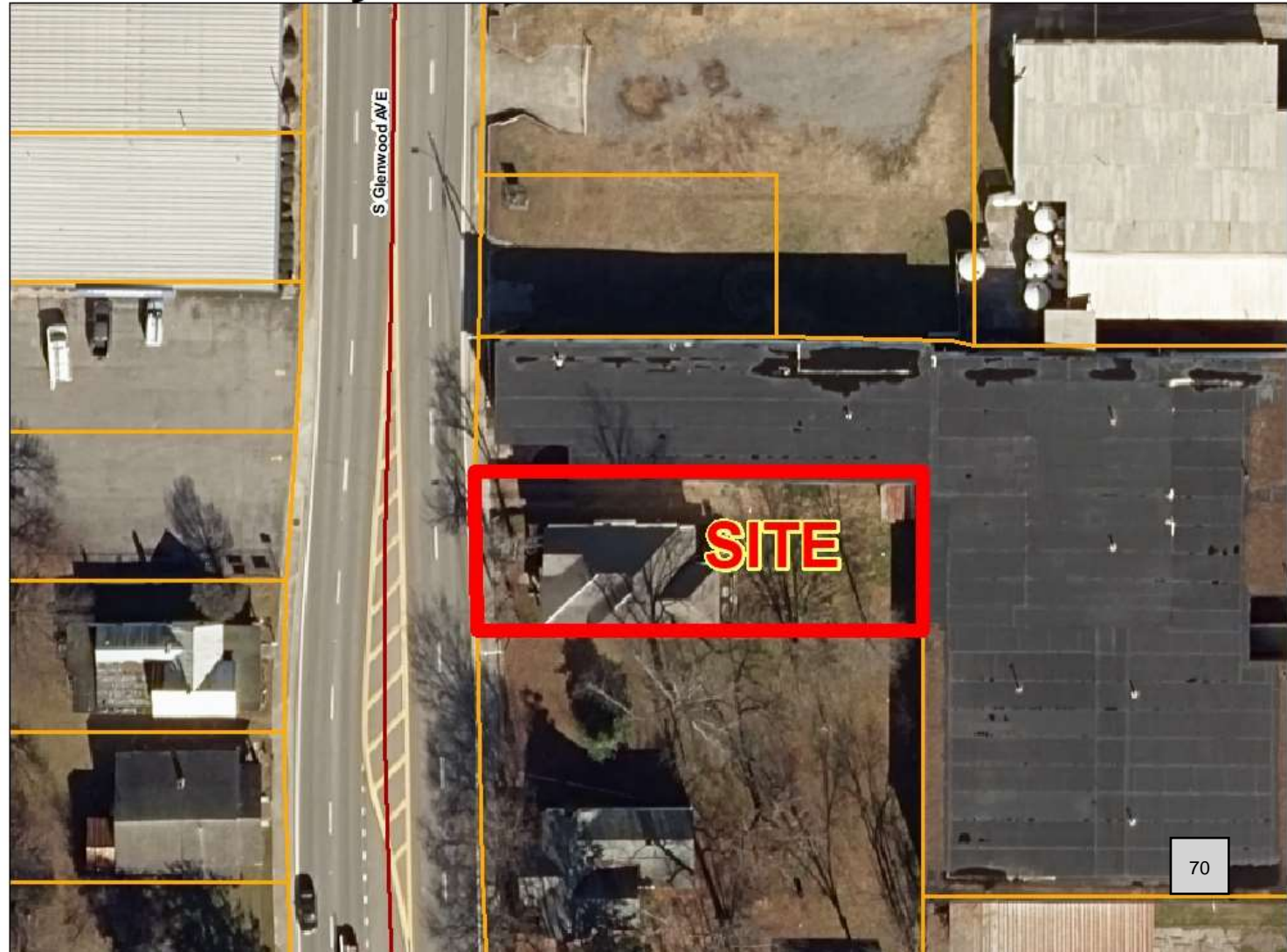
**FEET
200**



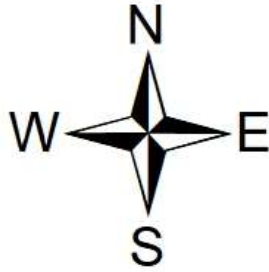


**Meza Rezoning Request
M-2, Heavy Manufacturing
to
R-6, Transitional Residential
City of Dalton Jurisdiction**

**FEET
50**



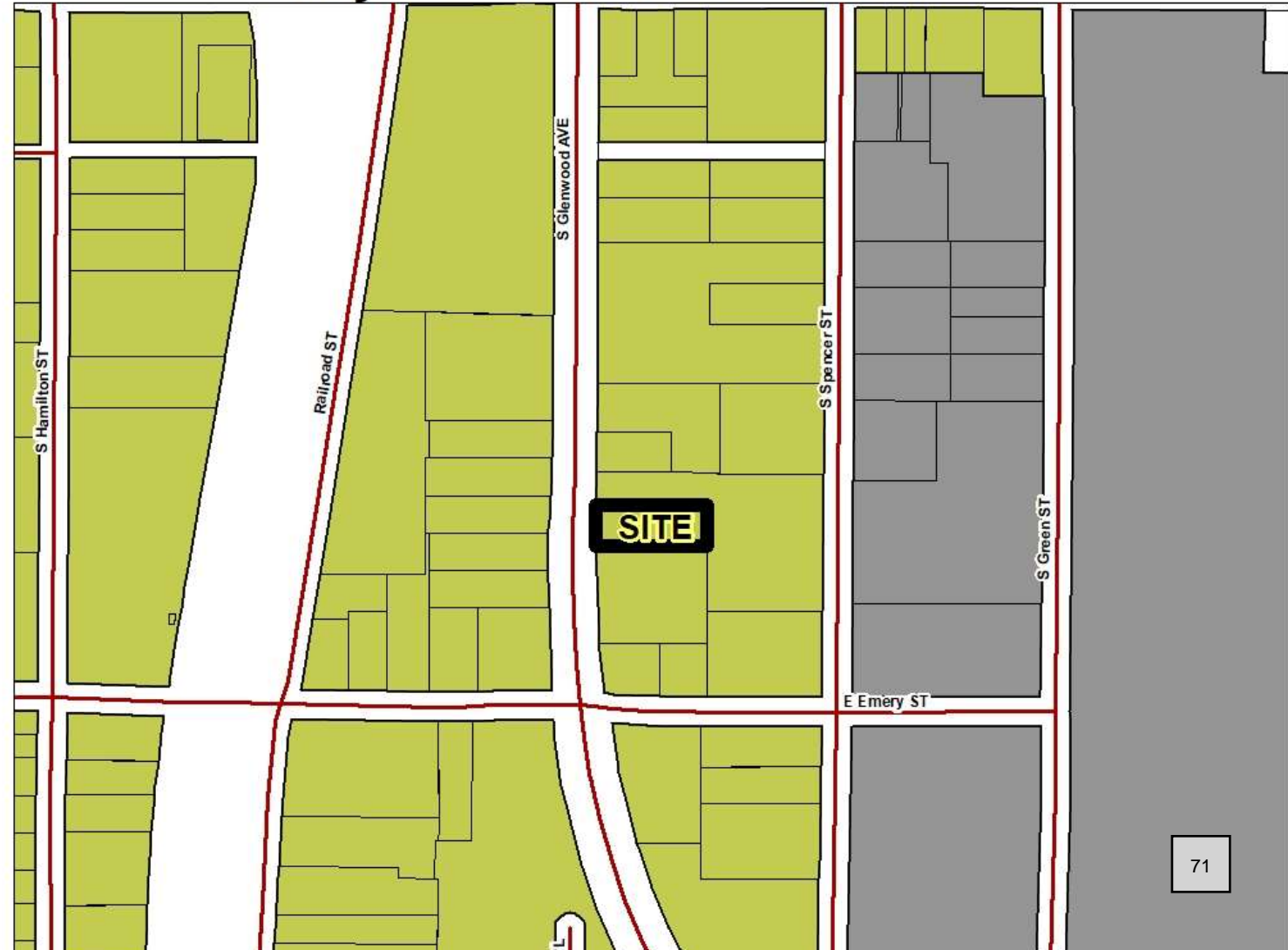
Meza Rezoning Request M-2, Heavy Manufacturing to R-6, Transitional Residential City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Downtown/Town Center
-  Industrial

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/18/2022

Agenda Item: Ratification of License Agreement with Dalton Convention Center to hold Municipal Court

Department: Municipal Court

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$14,524.50 for Remainder of 2022

Funding Source if Not in Budget

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

Ratification of License Agreement Contract to hold Municipal Court at the Dalton Convention Center



Contract: July 18 – December 19, 2022
Salesperson: Ragan, Kelly

**LICENSE AGREEMENT
DALTON CONVENTION CENTER
FULL CONTRACT**

THIS LICENSE AGREEMENT (the "Agreement") made July 7, 2022, by and between the Dalton Convention Center, located in Dalton, Georgia ("Licensor"), having an office at 2211 Tony Ingle Parkway Dalton, GA 30720, and **City of Dalton, Andrew Parker** ("Licensee") having an address at **P.O. Box 1205, Dalton, Georgia, 30722**

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

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

I. Specific Terms of License.

A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:

#15570, 15680

Date	In Time	Out Time	Function	Room	Setup
(Monday) 07/18/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 07/25/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom

#15571, 15681, 15682, 15683, 15684

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

#15572, 15685, 15686

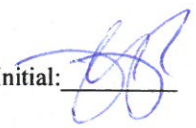
Date	In Time	Out Time	Function	Room	Setup
(Monday) 09/12/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 09/19/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 09/26/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom

#15573, 15687, 15688, 15689, 15690

Date	In Time	Out Time	Function	Room	Setup
(Monday) 10/03/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 10/10/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 10/17/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 10/24/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 10/31/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom

#15574, 15691, 15692, 15693

Date	In Time	Out Time	Function	Room	Setup
(Monday) 11/07/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 11/14/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 11/21/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 11/28/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom

Licensee Initial: 

#15575, 15694, 15695

Date	In Time	Out Time	Function	Room	Setup
(Monday) 12/05/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 12/12/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom
(Monday) 12/19/22	08:00 AM	05:00 PM	City Court	Lecture Hall, Coat Check	Custom

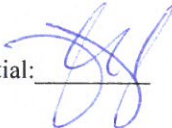
- B. PURPOSE OF LICENSE: For the sole purpose of holding the **Dalton Municipal Court**
- C. EXPECTED ATTENDANCE: **200/event**
- D. DEPOSIT: **Deposit Waived *see Section H***
- E. LICENSE FEE: **\$419.75/day *see Section H*** plus reimbursement of Event expenses, per Section 5 of the General Terms and Conditions. Per Section 5, any food and beverage shall be provided at an additional cost, and is not included within the license fee.
- F. FOOD MINIMUM: **N/A** (such amount is to be paid in addition to the License Fee and other fees set forth herein; does not include 20% service charge or sales tax.)
- G. PAYMENT TERMS: The deposit shall be due according to the following schedule:

Payment Type	Payment Order	Due Date	Amount Due
Initial Deposit	1	07/29/2022	\$1,729.50
Initial Deposit	2	09/02/2022	\$3,198.75
Initial Deposit	3	09/30/2022	\$1,919.25
Initial Deposit	4	11/04/2022	\$3,198.75
Initial Deposit	5	12/02/2022	\$2,559.00
Final Payment	6	12/23/2022	\$1,919.25 + additional equipment and services ordered, service charge and sales tax.

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

- H. SPECIAL CONDITIONS:
- Licensee is booking their event during pandemic-Covid-19.
 - Licensee is acknowledging that their event is subject to any Executive Orders issued by state or federal government and Licensee's event can proceed under the current restrictions and guidelines put in place by any Executive Orders and CDC Guidelines.
 - Licensee's event will be subject to any restrictions and guidelines by Executive Order and CDC recommendations that are in place at the time of each event.
 - Deposit is waived in lieu of a signed contract received by July 13, 2022.
 - Licensor is still operating and function for other events during the time of Licensee's events and, should additional business be booked on the same day as Licensee's events, the set guidelines will be reevaluated and updated if deemed necessary.
 - Licensee is permitted to utilize the Coat Check space for their event along with the tables, with pipe & drape, outside of the Lecture Hall entrance. Licensee's holding area for their event will be inside the Lecture Hall. Any additional space needed for Licensee's event beyond what is listed above will incur an additional charge.
 - Licensor is discounting the Lecture Hall room rental from \$575 to the discounted rate of \$419.75
 - No smoking outside the facility will be permitted.
 - In the event Licensor has another client looking to book a large portion of our facility on one of Licensee's event days, Licensor reserves the right to meet with Licensee prior to said event day(s) to discuss other room options at Licensor's facility for Licensee's event.
 - Licensee must provide a minimum of (2) officers for each event day.
 - Licensee's cameras must be removed from Lecture Hall and Upper Concourse at the end of each event day.
 - Licensor is not liable for any of Licensee's items stored onsite during Licensee's time at the facility.
 - Licensee must provide copy of liability insurance no later than one week prior to their first event.
 - Licensee operates under direction from the State Chief Justices as is relates to operating during the pandemic. In the event that the Chief Justice requires courts not to hold in-person appearances due to the pandemic, force majeure would apply.

Licensor Initial: _____



Equipment included in License Fee:

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

Additional Rental Equipment:

- Labor for running cables (one-time fee) = \$150/cable.
- Wired microphone = \$25/microphone.
- 8' black pipe and drape.
- Digital mixer = \$75/mixer.

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

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

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

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

Licensors:

**Dalton Convention Center
As Agent**

By: _____

Name: Doug Phipps

Title: General Manager, Dalton
Convention Center

Date: _____

Licensee:

**City of Dalton
Andrew Parker**

By:  _____

Name: Andrew Parker

Title: City Administrator

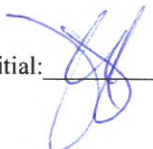
Date: 07/08/2022

Licensee Initial:  _____

II. GENERAL TERMS AND CONDITIONS

4. **Grant of License; Premises.** Subject to the terms and conditions herein set forth, Licensors hereby grants to Licensee the right and license to use the rooms/space described in Section I.A, located within the Center (the "Premises") for the limited purpose of holding the event described in Section I.B (the "Event"), and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Center besides the Premises, except for the privilege of ingress and egress through the public corridors in the Center, on a non-exclusive basis, as necessary to utilize the Premises. ~~Unless agreed otherwise in writing by Licensors, the Event is by "invitation only" and will not be open to the public.~~
2. **Dates of Use.** Unless this License Agreement (the "Agreement") is earlier terminated pursuant to the provisions hereof, Licensors grants to Licensee the right to use the Premises for the Event on the date(s) and time(s) set forth in Section I.A (the "Term"). The Term may not be extended by Licensee without obtaining Licensors's prior written permission (which permission may be withheld in Licensors's sole discretion). In the event the Term is extended pursuant to the preceding sentence, Licensee shall be responsible for any additional fees and costs required by Licensors in connection therewith.
3. **Duties of Licensors.** Except as may be otherwise specified in Section I.H, Licensors shall, at the sole cost and expense of Licensee, provide (or cause to be provided), any and all personnel as may be required by Licensors (in its sole discretion) to properly staff the Center for the Event and for the proper and safe presentation of the Event, including without limitation personnel to set up and take down the event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, badge checkers, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, internet technology staff, box office staff, ticket takers, concession and catering staff and other necessary support services customarily provided by Licensors for a like event, as applicable, and additional items, equipment, personnel and services (such as telephone, internet and other services and utilities) which Licensee requests to be provided in connection with the Event and which Licensors is reasonably able to provide, all of which shall be subject to the approval of Licensors. It is understood by Licensee that services, labor and equipment will be provided only to the extent of existing available inventory and in consideration of other Center events and activities.
4. **Non-Refundable Deposit.** A non-refundable deposit in the amount set forth in Section I.D is due and payable to Licensors according to the payment schedule set forth in Section I.G. Such deposit shall be credited to the License Fee and reimbursable expenses described below. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensors. This deposit is non-refundable without regard to whether Licensee makes use of the Premises. If the deposit (or any portion thereof) is not paid on or before the due date(s) specified in I.G, Licensors may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other right or remedy available to Licensors at law or in equity arising out such breach by Licensee, including Licensors's right to recover damages.
5. **License Fee.** In consideration of the license granted hereunder, Licensee agrees to pay to Licensors (i) a license fee in the amount set forth in Section I.E, plus (ii) the "Food and Beverage Fee" as described in Section 6 below, plus (iii) reimbursement for any and all costs incurred by Licensors in connection with Licensee's use of the Premises, including, without limitation, costs incurred for the provision of the items, services and personnel described in Section 3 above. Unless otherwise set forth in Section I.G or I.H, all such fees shall be paid by Licensee prior to the Event, according to the schedule set forth in Section I.G. Any additional costs relating to changes in the event requirements shall, unless otherwise agreed by Licensors, be paid by Licensee by credit card on the day of the Event. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Licensors, payments shall be made by money order, wire transfer, or certified check. A \$30.00 charge will be added payment should a check be submitted to the Licensors and return NSF (Not Sufficient Funds).
6. **Food and Beverage.**
 - A. Licensors shall have the exclusive right to provide food and beverage services in connection with the Event. No other individual or organization is permitted to bring food or beverage products into the Center without the express written consent of Licensors.
 - B. Licensee shall pay Licensors for all food and beverage products and services provided at the Event (the "Food and Beverage Fee"), in accordance with the payment schedule set forth in Section I.G. Licensee acknowledges that the License Fee has been established based on Licensee's representation that the Food and Beverage Fee to be paid by Licensee hereunder shall be no less than the amount of the Food and Beverage Minimum set forth in Section I.F. In the event the actual Food and Beverage Fee is less than the Food and Beverage Minimum, Licensors shall have the right to increase the License Fee by an amount necessary to compensate the Center for the deficiency, as described in Section I.F and/or I.H.
 - C. No later than 21 days prior to the Event, Licensee and Licensors shall enter into a work order specifying the specific menu items and estimate of number of people at the Event for whom such items will be provided. Such work order shall include an estimate of the Food and Beverage Fee. No later than 10 business days prior to the Event, the work order shall be revised to reflect any changes in the "guaranteed" number of people attending the Event. Once such work order is entered into, Licensee shall be required to pay, at a minimum, the Food and Beverage Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise set forth in Section I.G or I.H, any remaining balance of the Food and Beverage fee not previously paid to Licensors shall be paid to Licensors by credit card on the day of the Event.

Licensee Initial: _____



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

Licensee Initial: 

contractors, or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Premises, unless such injury, loss or damage is due to the gross negligence or intentional misconduct of Licensor or its employees or agents.

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

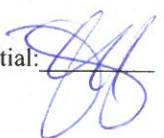
12. **Compliance With Laws and Rules of the Premises; Taxes.** Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all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

13. **Use of the Premises.**

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

14. **Tickets/Box Office.**

- A. ~~Generally.~~ Unless otherwise agreed to in writing, Licensor shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Licensor, Licensee shall pay Licensor any additional fees described in Section 1.G. Licensor shall have complete control over the ordering, sale and distribution of tickets for the Event, as well as complete control over the box office, which will sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.
- B. **Ticket Proceeds.** Licensor shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Licensor for the purposes of applying same toward payment of any balance for license fees and other fees due or to become due to Licensor, in accordance with the terms and conditions of this Agreement. The balance shall be remitted to Licensee immediately following the Event.
- C. **Sale of Tickets.** Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Licensor, and that any changes in ticket prices shall require the prior approval of Licensor. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges and expenses incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons, and shall cover and be responsible for any invalid or fraudulent checks, checks returned due to insufficient funds or for any other reason, credit card penalties and similar or related penalties, fees, charges and/or expenses incurred by

Licensor Initial: 

Licensors in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Premises, as determined by Licensors in its sole discretion.

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

Licensee Initial: 

7

20. **Miscellaneous.**

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

[END OF AGREEMENT]

Licensee Initial: 



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/18/22

Agenda Item: Resolution 22-05 First Bank of Dalton Alley Lease

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$1.00

Funding Source if Not in Budget

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

To Make Findings of Fact Concerning Public Benefit Of Continuing Allowance Of Use Of Portions Of King Street Adjacent To First Bank Of Dalton And Alley Adjacent Thereto As Access Points For Drive-Through Banking And Depository Services; To Authorize Renewal Of Lease, Permit, And Authority For Such Uses By FBD Holding Company, Inc., now First Volunteer Corporation, Its Successors And Assigns, For Operation Of Its Banking Services, To Provide For Execution Of Lease Permit; And For Other Purposes.

**RESOLUTION
NO. 22-05**

To Make Findings of Fact Concerning Public Benefit Of Continuing Allowance Of Use Of Portions Of King Street Adjacent To First Bank Of Dalton And Alley Adjacent Thereto As Access Points For Drive-Through Banking And Depository Services; To Authorize Renewal Of Lease, Permit, And Authority For Such Uses By FBD Holding Company, Inc., now First Volunteer Corporation, Its Successors And Assigns, For Operation Of Its Banking Services, To Provide For Execution Of Lease Permit; And For Other Purposes

WHEREAS, FBD Holding Company, Inc., now First Volunteer Corporation, has owned and operated a banking facility as First Bank of Dalton located at the southeast corner of Hamilton Street and King Street since 1995 providing an established financial institution within the central business district; and

WHEREAS, in the central business district there exist no set backs or yard space between private commercial properties and the municipal sidewalks, streets, and alleys; and

WHEREAS, continuing economic growth and revitalization of the central business district is enhanced by continued location of full service banking at the existing location;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council as follows:

-1-

The foregoing recitations are considered and adopted as findings of fact of the Mayor and Council.

-2-

The City of Dalton is hereby authorized to lease and permit the right of use to FBD Holding Company, Inc., now First Volunteer Corporation, of the following described portions of King Street and the alley lying easterly of the bank building as shown on the plat attached hereto as Exhibit "A" and described as follows:

The tract or parcel of land subject to this lease is described as follows:

BEGINNING at a point on the northwest corner of tract of FBD Holding Company, Inc., now First Volunteer Corporation, intersecting the sidewalk of the City of Dalton at the southeast corner of Hamilton Street (100 foot right of way) and King Street (100 foot

right-of-way) and from said point proceed north a distance of 16.0 feet; and thence north 89 degrees 46 feet east a distance of 126.0 feet to a point; thence south 113.3 feet to a point; thence south 89 degrees 46 minutes west a distance of 22.0 feet to a point; thence north a distance of 22.3 feet to a point; thence south 89 degrees 46 minutes west a distance of 4.0 feet to a point which is at the southeast corner of the structure owned by FBD Holding Company, Inc., now First Volunteer Corporation, to be used as the First Bank of Dalton; thence along the east property line of FBD Holding Company, Inc. now First Volunteer Corporation, north a distance of 75.0 feet to a point; thence south 89 degrees 46 minutes west along the property line of FBD Holding Company, Inc. now First Volunteer Corporation, a distance of 100.0 fee to the POINT OF BEGINNING.

for purposes of use and maintenance as drive-through access points for banking services associated with First Bank Of Dalton, its successors and assigns.

-3-

Incorporating the remaining period on lease under the City's Resolution of August 21, 1995, the lease term shall be for the earlier of a period of fifteen (15) years from date hereof or Lessee's discontinuation of use of the location for such drive-through banking services, at rate of \$1.00 per year with the right of lessee to extend for one (1) renewal term of fifteen (15) years on the same terms and conditions.

SO RESOLVED this _____ day of July, 2022.

The foregoing Resolution was read on _____ and upon motion of Council member _____, second by Council Member _____, upon the question the vote is _____ ayes, _____ nays and the Resolution DOES/DOES NOT pass.

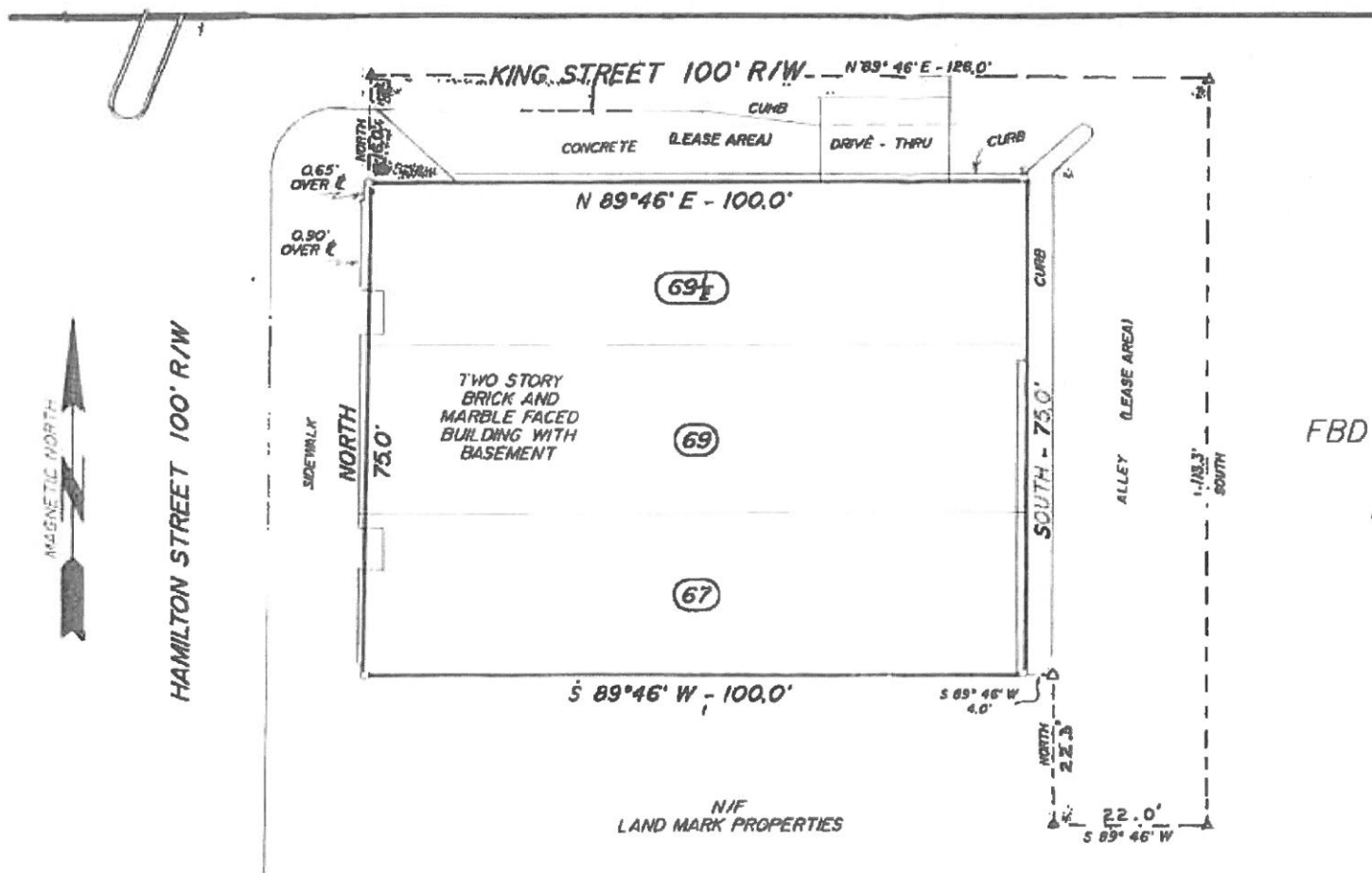
CITY OF DALTON, GEORGIA

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"



The field data upon which this plat is based has a closure per cent one foot in 100 feet and an angular error of 1/100 per angle point. This was adjusted using the method of least squares.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREIN AND THAT THE PROPERTY IS CORRECTLY PLACED AS SHOWN ON THIS PLAT. I HAVE ALSO PLACED THE CORNERS OF THE PROPERTY IN THE FIELD.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 07/18/22

Agenda Item: Resolution 22-06 Transfer of Real Property to the Humane Society of Northwest Georgia

Department: Administration

Requested By: Andrew Parker

Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

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

Resolution 22-06 Authorizing the Transfer of Real Property to the Humane Society of Northwest Georgia by Limited Warranty Deed

CITY OF DALTON
RESOLUTION
Resolution No. 22-06

RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY

WHEREAS, the Mayor and Council have determined that it is consistent with the best interests of the City of Dalton and its citizens that the property at 1210 Veterans Dr, Dalton, GA 30721, being more particularly described in exhibit A (the “Property”), be sold to the Humane Society of Northwest Georgia; and

WHEREAS the City of Dalton held surplus property after acquisition of lands for the Dalton Public Schools and Heritage Park Recreation Area which was leased to the Dalton Whitfield County Joint Development Authority for economic development purposes and then subleased to the Humane Society of Northwest Georgia, Inc. which constructed a state-of-the-art animal shelter, housing canines (dogs) and felines (cats), with private donations and has operated the shelter since 2019; and

WHEREAS, the Humane Society of Northwest Georgia, Inc. is a non-governmental, non-profit organization organized under the Georgia Non-Profit Corporation Act and holding Section 501(c)(3) tax exemption status with the U.S. Department of the Treasury; and

WHEREAS the state-of-the-art structure has an assessed value of \$1,729,956.00 as a result of the public’s generosity through the Humane Society of Northwest Georgia, Inc. and not the expenditure of the taxpayers’ funds by the City of Dalton or the Dalton Whitfield County Joint Development Authority; and

WHEREAS there is calculable value to the City of Dalton and the public health, safety, and welfare of the City of Dalton to have an active animal shelter engaged in taking some 776 animals per year and thereby reducing the stress of the intake of stray animals by Whitfield County Animal Control which is taxpayer funded through the Service Delivery Strategy agreement between Whitfield County and the City of Dalton; and

WHEREAS the calculable savings is approximately \$160,356.00 per year; and

WHEREAS over the period of 12.59 years the calculable savings to the City of Dalton and Whitfield is equal to or greater than the assessed value of the Property as improved; and

WHEREAS the Board of Directors of the Humane Society of Northwest Georgia, Inc. has informed the City of Dalton that it intends to continue sheltering animals and that it will be better able to raise private donations if the Humane Society of Northwest Georgia, Inc. has vested title to the Property as a non-profit asset within a section 501(c)(3) tax exempt organization; and

WHEREAS the City of Dalton determines in these circumstances that the property is usable only as an animal shelter and that the City of Dalton and Whitfield County shall incur a significant and calculable economic benefit from the operation of the animal shelter on the property at least equivalent to its assessed property value;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Dalton and by authority of the same as follows: The City of Dalton is hereby authorized to transfer the Property to the Humane Society of Northwest Georgia, Inc. by Limited Warranty Deed, reserving a right of reversion should the Property cease to be used for its current purpose of an animal shelter by a non-profit, tax exempt organization.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on the 18th day of July, 2022, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution was read on _____. A motion for passage of the Resolution was made by Council member _____, second by Council member _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

EXHIBIT "A"

ALL that tract or parcel of land lying and being in Land Lot 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being in the City of Dalton. Said property is part of the south portion of Lot 1 Frazier Acres Subdivision per plat of same filed and recorded in Plat Book 1 page 168, Whitfield County Deed Records. Said property is approximately 3.44 acres per Whitfield County Tax Assessor records and is commonly referred to as Parcel No. 12-179-02-016. Said property is bounded on the south by Hale Bowen Drive; on the west by Veteran's Drive; on the north by property owned by the City of Dalton, Parcel No. 12-179-02-014; and on the east by property owned by the City of Dalton and Dalton Board of Education and is currently the property of Park Creek Elementary School, Parcel No. 12-179-02-031.

Said property is more particularly described as follows: Begin at the intersection of the northerly right-of-way of Hale Bowen Drive with the easterly right-of-way of Veteran's Drive, thence north along said easterly right-of-way of Veteran's Drive a distance of approximately 452 feet to the south line of property of City of Dalton, Parcel No. 12-179-02-014; thence in a easterly direction a distance of approximately 450 feet, more or less, to the west line of that property owned by the City of Dalton and the Dalton Board of Education (Park Creek Elementary School) Parcel No. 12-179-02-031; thence in a southeasterly direction approximately 460 feet along the west line of school property to the northerly right-of-way of Hale Bowen Drive; thence west approximately 450 feet to the intersection of the north right-of-way of Hale Bowen Drive with the easterly right-of-way of Veteran's Drive and the point of beginning.

After Recording,
Please Return to:

Terry L. Miller
City Attorney
City of Dalton
Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, GA 30722

LIMITED WARRANTY DEED

STATE OF GEORGIA,
WHITFIELD COUNTY

IN CONSIDERATION of the sum of Ten And No/100 (\$10.00) Dollars, which includes continued operation of an animal control facility similar to present operation thereof, and other valuable considerations, the benefits of which exceed the fair value of the subject property, the **CITY OF DALTON**, a Georgia municipal corporation, does hereby sell, transfer and convey unto the **Humane Society of Northwest Georgia, Inc.**, a non-profit organization registered in the State of Georgia, that tract or parcel of land which is described as follows:

SEE **EXHIBIT 'A'** ATTACHED HERETO FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD said lands and appurtenances unto said Grantee, its successors and assigns, in fee simple, reserving unto Grantor a right of reversion should Grantee cease to use the property for the purpose of sheltering animals as a non-profit and federally tax-exempt organization.

This property is conveyed subject to all zoning ordinances, easements, restrictions and covenants of record in so far as the same may lawfully affect the above-described property, including but not limited to the Stormwater Facility Maintenance Agreement recorded with the Whitfield County Clerk of Superior Court at Deed Book 6745 Page 45.

AND THE SAID Grantor shall warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons claiming under Grantor and

none other.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal,
this 18th day of July, 2022.

CITY OF DALTON, GEORGIA

UNOFFICIAL WITNESS

Signed, sealed and delivered this
_____ day of _____,
20__ in the presence of:

NOTARY PUBLIC

MAYOR

Attest:

CITY CLERK

[City Seal]

EXHIBIT "A"

ALL that tract or parcel of land lying and being in Land Lot 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being in the City of Dalton. Said property is part of the south portion of Lot 1 Frazier Acres Subdivision per plat of same filed and recorded in Plat Book 1 page 168, Whitfield County Deed Records. Said property is approximately 3.44 acres per Whitfield County Tax Assessor records and is commonly referred to as Parcel No. 12-179-02-016. Said property is bounded on the south by Hale Bowen Drive; on the west by Veteran's Drive; on the north by property owned by the City of Dalton, Parcel No. 12-179-02-014; and on the east by property owned by the City of Dalton and Dalton Board of Education and is currently the property of Park Creek Elementary School, Parcel No. 12-179-02-031.

Said property is more particularly described as follows: Begin at the intersection of the northerly right-of-way of Hale Bowen Drive with the easterly right-of-way of Veteran's Drive, thence north along said easterly right-of-way of Veteran's Drive a distance of approximately 452 feet to the south line of property of City of Dalton, Parcel No. 12-179-02-014; thence in a easterly direction a distance of approximately 450 feet, more or less, to the west line of that property owned by the City of Dalton and the Dalton Board of Education (Park Creek Elementary School) Parcel No. 12-179-02-031; thence in a southeasterly direction approximately 460 feet along the west line of school property to the northerly right-of-way of Hale Bowen Drive; thence west approximately 450 feet to the intersection of the north right-of-way of Hale Bowen Drive with the easterly right-of-way of Veteran's Drive and the point of beginning.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-18-22

Agenda Item: CDBG Annual Action Plan

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved by
City Attorney?** NA

Cost: \$0

**Funding Source if Not in
Budget**

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

As a Community Development Block Grant program recipient, the City of Dalton is required to prepare an Annual Action Plan (AAP). The AAP serves as the City's concise summary of the actions, activities, and specific federal and non-federal resources that will be used for the current funding year to address the specific goals identified in the City's 5-Year Consolidate Plan. The City has been awarded \$355,519 for the 2022 – 2023 program year.

**CITY OF DALTON
RESOLUTION
Resolution No. 22-07**

RESOLUTION 22-07

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA,
AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2022 - 2023 ANNUAL ACTION
PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

WHEREAS, HUD requires entitlement Communities to prepare and approve an Annual Action Plan for each of the five years under the Consolidated Plan in order to establish activities associated with the priorities designated under the Consolidated Plan; and

WHEREAS, the Draft Annual Action Plan 2022 - 2023 has been published for the HUD required 5-day citizen participation, review and comment period;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Dalton, Georgia that the Annual Action Plan Fiscal Year 2022 – 2023 be adopted and forwarded to HUD and that approval of the Draft includes responses to citizen comments and any HUD required directives; and that this Resolution shall be effective upon adoption.

NOW, THEREFORE BE IT RESOLVED, this Resolution was unanimously adopted by the City of Dalton Mayor and Council on this 18th day of July, 2022.

CITY OF DALTON, GEORGIA

David Pennington
Mayor

ATTESTED TO:

City Clerk

CITY OF DALTON

2022

ANNUAL ACTION PLAN



City of Dalton
300 West Waugh Street
Dalton, GA 30720
Website: www.daltonga.gov
Phone: (706) 529-2470
Email: cdbg@daltonga.gov

Table of Contents

Executive Summary.....	3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b).....	8
AP-10 Consultation – 91.100, 91.200(b), 91.215(l).....	9
AP-12 Participation – 91.105, 91.200(c)	15
Expected Resources	17
AP-15 Expected Resources – 91.220(c)(1,2)	17
Annual Goals and Objectives	19
Projects	21
AP-35 Projects – 91.220(d)	21
AP-38 Project Summary	22
AP-50 Geographic Distribution – 91.220(f).....	25
Affordable Housing	26
AP-55 Affordable Housing – 91.220(g)	26
AP-60 Public Housing – 91.220(h).....	27
AP-65 Homeless and Other Special Needs Activities – 91.220(i).....	28
AP-75 Barriers to affordable housing – 91.220(j)	31
AP-85 Other Actions – 91.220(k)	32
Program Specific Requirements.....	34

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As recipients of federal grant funds, HUD requires the City of Dalton to produce a Five-Year Consolidated Plan and Annual Action Plan. It also serves as the application for funding for the Community Development Block Grant (CDBG) federal entitlement program that serves low-income individuals and families.

The City of Dalton's Five-Year Consolidated Plan (Con Plan) identifies the community's affordable housing, community development, and economic development needs. It outlines a comprehensive and coordinated strategy for addressing them. The City's current five-year strategy will focus primarily on devoting federal resources to areas in the city where the greatest concentration of poverty exists. The Program Year (PY) 2022 Annual Action Plan will continue to meet these needs.

HUD has established three priority goals for jurisdictions across the country to pursue as part of their consolidated planning efforts: decent housing, a suitable living environment, and providing economic opportunity. The City attains these goals by utilizing CDBG funds consistent with the following performance measures:

Decent Housing: The provision of decent housing assists the homeless and persons at risk of becoming homeless in obtaining housing; retains the existing units in the housing stock; increases the availability of permanent housing in standard condition and affordable cost to low- and moderate-income (LMI) families. Decent housing also increases the supply of supportive housing with services needed to enable persons with special needs to live independently and provides affordable housing for low to moderate-income persons in areas that are accessible to job opportunities.

Suitable living environment: The provision of a suitable living environment improves the safety and livability of neighborhoods; increases access to quality public and private facilities and services; reduces the isolation of income groups within a community or geographical area by offering housing opportunities for persons of lower-income and revitalizes deteriorating or deteriorated neighborhoods; restores, enhances, and preserves natural and physical features of unique value for historic, architectural or aesthetic reasons; and conserves energy resources.

Provide economic opportunity: *The provision of expanded economic opportunities creates and retains jobs; establishes, stabilizes, and expands small businesses (including micro-businesses); provides public services concerned with employment; provides jobs to low-income persons living in areas affected by those programs and activities; makes available mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices; provides access to capital and credit for development activities that promote the long-term economic and social viability of the community, and provides empowerment and self-sufficiency opportunities for low-income persons to reduce generational poverty in federally-assisted and public housing.*

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan, or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

During the development of the Consolidated Plan, the City identified four priority needs. Guidelines for addressing these priority needs over the next year are summarized below:

- **Affordable Housing**
 - Housing Rehabilitation
- **Public Facility and Infrastructure Improvements**
 - Rehabilitation, acquisition, accessibility improvements of neighborhood facilities
 - Park Improvements
 - Sidewalk and Infrastructure Improvements
 - Support services for populations with special needs (e.g., elderly, persons with disabilities)
- **Public Services**
 - Services for the homeless and at-risk populations
 - Youth and childcare programs
 - Food Delivery Program

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The goals and projects identified in this Annual Action Plan were developed using strategies that have been proven successful, revisions to past approaches, and new strategies where needed. The City of Dalton reported a total of **\$441,920.87** in CDBG expenditures to address community development needs in its most recent Consolidated Annual Performance Evaluation Report (CAPER). CDBG funds were allocated for affordable rental rehabilitation, and abused and neglected spouses. The City highlights these projects below:

- A total of **\$14,923.00** in CDBG funds was expended for public services activities for low-income households served by Northwest Georgia Family Crisis Center, Inc.
- A total of **\$67,724.23** of CDBG funds was expended by the City of Dalton for administration and planning activities.
- A total of **\$34,241.84** in CDBG funds was expended for public services activities for low homeless or at-risk of homeless Latino households served by Latin American Association.
- A total of **\$16,098.00** in CDBG funds was expended for public services activities for operating costs for student tuition for low-income families served by Friendship House.
- The City of Dalton through the Dalton Housing Authority utilized **\$180,000.00** of CDBG funds to rehabilitate existing affordable rental housing units for LMI households plus special needs and/or homeless individuals
- The City of Dalton through the City of Refuge also utilized **\$106,478.00** of CDBG funds for public facility renovations consisting of roofing repairs.
- The City of Dalton also utilized **\$11,860.00** of CDBG funds for the small business loan program to create or retain low-income jobs. A total of 106 low-income jobs were retained in FY2020.

- The City of Dalton utilized **\$10,595.80** of CDBG funds for its Food Delivery Program for low-income households.

CDBG-CV EXPENDITURES

The City of Dalton also received **\$552,811.00** in CDBG-CV funds through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A total of **\$375,387.80** in CDBG-CV funds were used to address a wide range of public services to prevent, prepare for, and respond to coronavirus. CDBG-CV funds were allocated for rental assistance for low-income households, a food delivery program for low-income households, a small business loan program, and administration and planning. The following provides a highlight of some of the projects that were completed in 2020.

- The City of Dalton through the Dalton Whitfield Community Development Corporation utilized **\$98,575.14** of CDBG-CV funds for rental assistance for low-income households.
- The City of Dalton utilized **\$110,684.10** of CDBG-CV funds for its Food Delivery Program for low-income households.
- The City of Dalton utilized **\$144,079.00** in CDBG-CV funds for the small business loan program to provide short-term loan relief to businesses within the corporate limits of Dalton that are seeing a reduction in revenue because of COVID-19.
- A total of **\$22,049.56** of CDBG-CV funds was expended by the City of Dalton for administration and planning activities.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of the plan.

During PY2022, the City of Dalton held Two (2) Virtual Public Review Meeting to solicit comments on the 2022 Annual Action Plan at 1:00 P.M on Wednesday, June 8, 2022 and Wednesday, June 22, 2022 via conference call, in which all meeting attendees may dial 650-667-1463 and enter pin#: 608 655 421# when prompted to join the call or login from your computer, tablet, or smartphone at: <https://meet.google.com/rih-azzs-afr>. The City of Dalton has implemented the HUD Waiver of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Allow for Virtual Public Hearings in the Preparation of FY 2022 Consolidated Plans and Annual Action Plans effective until December 31, 2022.

A 30-day comment period commenced on Wednesday, May 25, 2022 and concluded on Wednesday, June 29, 2022. The PY2022 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments have been included in the Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Dalton's CDBG Program Office accepted all comments received during the Public Comment Period and Public Review Meeting.

7. Summary

This Annual Action Plan identifies projects in which the City will use CDBG funds to carry out previously identified priorities established in the City's PY2019-2023 Consolidated Plan. Identifying these specific priorities is a product of extensive consultation with community stakeholders combined with data from the U.S. Census and other sources that indicate housing and community development needs in Dalton.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant. The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cindy Jackson	City of Dalton Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Dalton is the lead agency for developing, administering, and reviewing the 2022 Annual Action Plan. The City's Finance Department provides administrative support and oversight. The Annual Action Plan provides an annual strategy to address the City's housing and community development needs with CDBG funds. All CDBG-funded projects are reviewed and monitored by the City's Finance Department for compliance with applicable federal rules and regulations.

Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the Consolidated Plan and Annual Action Plan may be directed to:

Ms. Cindy Jackson,
Chief Financial Officer
City of Dalton
300 West Waugh Street
Dalton, GA 30720
Phone: (706) 529-2460
Email: cjackson@daltonga.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included public meetings, neighborhood meetings, published meeting notices, and a web survey conducted in English and Spanish.

Consultation with the community and affected service providers is a fundamental component of the Action Plan process. The City of Dalton consulted with citizens, municipal officials, nonprofit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

The City of Dalton encouraged citizens to participate in developing this plan and in the review of progress in implementing plan activities. The City particularly encourages involvement by low-and moderate-income households residing in areas targeted for program activities for minorities and non-English speaking persons and persons with disabilities. Also, residents of public housing and other assisted housing are encouraged to participate. A special effort is made to assure those low-and moderate-income persons; households in areas supported by program activities and persons with special needs have opportunities to participate. The City will provide translators for non-English speaking persons who request assistance at least seven days before hearings or other meetings in the planning process.

The City held one public meeting through its public participation process before developing the plan and one public meeting to review the draft priorities. The Citizen Participation Section of this plan summarizes the public comments and drafts of the document are posted on the City’s webpage and at City Hall.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Dalton is part of the Balance of State Continuum of Care administered by the Georgia Department of Community Affairs. The City of Dalton collaborates locally with the Dalton Whitfield Community Development Corporation (DWCDC) to stay abreast of the needs of homeless persons and persons at risk of homelessness in Dalton. Through the DWCDC, the City shares data regarding homeless needs in the City and working through regulatory compliance issues as they arise. The DWCDC is also the lead agency on the Point in Time Count, a survey taken every January of all the homeless served in Dalton and Whitfield County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS.

The City coordinates with the Dalton Whitfield Community Development Corporation, a participant in the GA-501 Georgia Balance of State Continuum of Care. The CoC is directly responsible for the following:

- Measuring performance community-wide as it relates to reducing homelessness;
- Developing and managing a centralized or coordinated assessment that addresses housing and services needs for all individuals and families who experience homelessness;
- Preparing and overseeing the application for community funding; and establishing funding priorities.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities.

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations, and other government agencies were consulted during this Plan's preparation.

1	Agency/Group/Organization	DALTON
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Dalton is the Grantee and prepares the Annual Action Plan.
2	Agency/Group/Organization	DALTON WHITFIELD COMMUNITY DEVELOPMENT CORP.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing Planning organization Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Strategy Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted for homeless needs and fair housing information. DWCDC provides the City with numbers and reports throughout the year to assist with the community's planning and needs.
3	Agency/Group/Organization	Family Promise of Whitfield County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted for homeless families' needs with children by invitation to the Public Hearings and emails to non-profits. Family Promise recommended the continuation of funds for public service for housing support and counseling.
4	Agency/Group/Organization	NORTHWEST GEORGIA FAMILY CRISIS CENTER, INC.
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted for the needs of homeless women with children by invitation to the Public Hearings and emails to non-profits. NWGFCC recommended continuing funds for public service for housing support and counseling for women of domestic abuse.
5	Agency/Group/Organization	The Housing Authority of the City of Dalton
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Dalton consults with the HACD for public housing needs.

Table 2 – Agencies, groups, organizations that participated.

Identify any Agency Types not consulted and provide a rationale for not consulting.

The City did not exclude any agency type or agency during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Georgia Balance of State	Coordinating homelessness services with Continuum of Care priorities
Redevelopment Plan	City of Dalton	Coordinating community development plans with broader plans to redevelop commercial areas

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

During PY2022, the City of Dalton held Two (2) Virtual Public Review Meeting to solicit comments on the 2022 Annual Action Plan at 1:00 P.M on Wednesday, June 8, 2022 and Wednesday, June 22, 2022 via conference call, in which all meeting attendees may dial 650-667-1463 and enter pin#: 608 655 421# when prompted to join the call or login from your computer, tablet, or smartphone at: <https://meet.google.com/rih-azzs-afr>. The City of Dalton has implemented the HUD Waiver of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Allow for Virtual Public Hearings in the Preparation of FY 2022 Consolidated Plans and Annual Action Plans effective until December 31, 2022.

A 30-day comment period commenced on **Wednesday, May 25, 2022** and concluded on **Wednesday, June 29, 2022**. The PY2022 Annual Action Plan draft is available for review in hard copy at the City of Dalton City Hall located at 300 W. Waugh Street, Dalton, GA 30722.

The City took the following measures to encourage citizen participation:

- Posted copies of the draft plan in Dalton City Hall and notified the public of the location of the document in the final hearing legal advertisement;
- Published draft plan electronically on the City's website;
- Provided public comment opportunity on the plans at one formal meeting;
- Published all meetings in the local newspaper legal advertisement section;
- Solicited comments from social service agencies;
- Advertised final public hearing in the local newspaper held on May 25, 2022

- A draft of the Annual Plan for PY2022 was placed on public display for 30 days beginning May 25, 2022.
- The City held two virtual public hearings on Wednesday, June 8, 2022 and June 22, 2022 to obtain final comments on the draft FY2022 Annual Action Plan and the proposed use of CDBG funds for the 2022 program year. There were no comments received during this meeting.

The City used a combination of empirical research, historical data, and citizen input to set goals identified in this plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/ broad community	There was two virtual public meeting held with a total of ____attendees.	Affordable housing, infrastructure improvements, economic development, lack of public transportation, commercial revitalization, housing rehabilitation for disabled adults, and employment were the top needs identified. Some other concerns expressed were the lack of coordination of services from nonprofits and better schools.	All comments were accepted	n/a
2	Newspaper Ad	Non-targeted/ broad community	The public was notified of the public meetings via a newspaper ad in the Daily Citizen-News	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	n/a

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Dalton receives a direct allocation of Community Development Block Grant funds. The City administers the CDBG program in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. On Tuesday, March 17, 2022, HUD published the PY2022 allocation for the CDBG programs. HUD allocated \$355,519.00 in CDBG funds. The City does not anticipate receiving any program income during the next Plan Year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$355,519	\$0	\$236,695.99	\$592,214.99	\$1,184,429.98	CDBG funding will address housing, community development, and economic development needs in the City. Agencies will leverage CDBG funds with other public social service dollars and private donations.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The federal funding listed above is funding, which is received annually to support activities outlined in this Plan. Although there are no guarantees of this funding, particularly in the current budget environment, the City has historically received these funds. It expects to continue to receive CDBG funds for the period covered by this Plan. The City will continue to encourage the leveraging of federal funds to increase services to residents. The nonprofit organizations funded have the financial capacity through foundations and fundraising campaigns to leverage CDBG funds and expand their services to benefit more low and moderate-income persons.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the plan's needs.

Not applicable

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CDBG Planning and Administration	2022	2023	Non-Housing Community Development Needs	Citywide	Administrative and planning costs to operate the CDBG program successfully	CDBG-\$71,103.80	Not applicable
2	Provide Public Services	2022	2023	Non-Housing Community Development Needs	Citywide	Increase the Capacity of Public Services	CDBG-\$30,000	CDBG- Public Service Activities other than Low/Moderate Income Persons Assisted Assisted: 50
3	Public Facility	2022	2023	Public Facility	Citywide	Facility renovations services low and moderate clients	CDBG-\$254,415.20	Public Facility: Number of Persons Served: 100

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name: Planning and administration
	Goal Descriptions: Administrative and planning costs to operate the CDBG program successfully
2	Goal Name: Provide public services
	Goal Description: Provision of public services for projects that provide recreational activities, educational opportunities, and job skills to youth; supportive services to low and moderate-income households and persons with special needs
3	Goal Name: Public Facility
	Goal Description: Facility renovations services low and moderate clients

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b).

The City will allocated CDBG funding the City of Dalton Housing Authority to provide suitable affordable housing for at least 50 households who are extremely low-income, low-income, and moderate income families.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City has planned the following projects for the upcoming year and identified them in the table below with additional details in Section AP-38.

Projects

Sort	Project Title
1	Northwest Georgia Family Crisis
2	Latin American Association
3	City of Dalton Parks & Recreation
4	City of Refuge
5	City of Dalton Housing Authority
6	City of Dalton

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts with concentrations of minority populations or low-income populations, respectively, statistically and significantly more significant than the minority or low-income population for the City as a whole. For this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.

P-38 Project Summary

Project Summary Information

No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	Northwest Georgia Family Crisis	Provide Public Services	Citywide Other	Public Services	CDBG : \$15,000
	Description	CDBG Public Services, operating costs for Community Latino Specialist for Domestic Violence			
	Target Date for Completion	6/30/2023			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	25			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Citywide			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	CDBG funds will be utilized for operating costs for a community latino domestice violence specialist.			

2	Latin American Association	Provide Public Services	Citywide Other	Public Services	CDBG : \$15,000
	Description	CDBG Public Services, Operating costs for homeless/at risk homeless Latino households			
	Target Date for Completion	6/30/2023			
	Estimate the number and type of families that will benefit from the proposed (additional information for this discussion may be available on the AP-36)	25			
	Location Description (additional information for this discussion may be available on the AP-36)	Citywide			
	Planned Activities (additional information for this discussion may be available on the AP-36)	CDBG funds will be utilized for operating costs for homeless/at risk homeless Latino households			
3	City of Dalton Parks & Recreation	Public Facility Improvements	Citywide Other	Public Services	CDBG : \$50,500
	Description	CDBG Public Services, Operating costs for LMI Teen Program			
	Target Date for Completion	6/30/2023			
	Estimate the number and type of families that will benefit from the proposed (additional information for this discussion may be available on the AP-36)	1,500			
	Location Description (additional information for this discussion may be available on the AP-36)	700 4th Avenue Dalton, GA 30720			
	Planned Activities (additional information for this discussion may be available on the AP-36)	Park facility renovations in a low-income area			

4	Dalton Housing Authority	Public Facility Improvements	Citywide - Other	PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENTS	CDBG : \$103,915.20
	Description	Public Facility renovations to replace HVAC Phase 6 - Beechland Property			
	Target Date for Completion	6/30/2023			
	Estimate the number and type of families that will benefit from the proposed (additional information for this discussion may be available on the AP-36)	50			
	Location Description (additional information for this discussion may be available on the AP-36)				
	Planned Activities (additional information for this discussion may be available on the AP-36)	Public Facility renovations to replace HVAC Phase 6- Beechland Property			
5	City of Refuge	Public Facility Improvements	Citywide - Other	PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENTS	CDBG : \$100,000
	Description	Subrecipient will utilize CDBG funds for public facility renovations			
	Target Date for Completion	6/30/2023			
	Estimate the number and type of families that will benefit from the proposed (additional information for this discussion may be available on the AP-36)	400			
	Location Description (additional information for this discussion may be available on the AP-36)				
	Planned Activities (additional information for this discussion may be available on the AP-36)	Subrecipient will utilize CDBG funds for public facility renovations			
6	City of Dalton Planning & Admin	CDBG Planning and Administration	Citywide - Other	CDBG Planning & Administration	CDBG : \$71,103.80
	Description	CDBG Program Administration & Planning			
	Target Date for Completion	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed (additional information for this discussion may be available on the AP-36)	1			
	Location Description (additional information for this discussion may be available on the AP-36)	300 West Waugh Street, Dalton GA			
	Planned Activities (additional information for this discussion may be available on the AP-36)	CDBG Program Administration & Planning			

Annual Action Plan

24

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate-income (LMI) persons is 51% or higher. The City defines “area of minority concentration” and “area of low-income concentration” as those census tracts with concentrations of minority populations or low-income populations, respectively, statistically and significantly more significant than the minority or low-income population for the City as a whole. For this Annual Plan, “Minority concentration” is defined as those tracts with greater than 51% low and moderate-income.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	80%

Table 8 - Geographic Distribution

The rationale for the priorities for allocating investments geographically.

The City will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons. A portion of CDBG funds will be used in low-income neighborhoods to improve housing conditions and access essential services. This allocation method will enable the City to serve the most disadvantaged residents, given the limited funding available.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The special needs population will be served through local service providers. The homeless population will be served through the Continuum of Care. The goals below are estimates based on the 2022 program year.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	100
Special-Needs	0
Total	100

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage any public housing. The Dalton Housing Authority is a separate legal entity that oversees public housing within the City's jurisdiction.

Actions planned during the next year to address the needs for public housing.

The City of Dalton will provide the Housing Authority of Dalton with necessary funding to improve living conditions for low-income households.

Actions to encourage public housing residents to become more involved in the management and participate in homeownership.

Not Applicable

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

Not Applicable

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Dalton's Annual Action Plan provides funding support for agencies providing services to the homeless. CDBG funds are also being provided for existing housing service providers to homeless populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness, including.

The City of Dalton will continue to work closely with agencies affiliated with the Georgia Balance of State CoC. Dalton and the CoC will prioritize families who have received a summons for eviction. In Georgia, the highest predictor of homelessness is a summons for eviction. We know that once a household lands in eviction court, the landlord will be granted relief and will place a lock on the door, retaining all possessions, usually immediately after court. Other risk factors include a history of instability and a dramatic change in income. In the next ESG funding cycle, the Georgia Balance of State CoC will prioritize individuals and families seeking rapid rehousing and homelessness prevention in the coordinated entry process. We hope that prevention dollars can be used for households most in need and reduce the number of families who fall into homelessness.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City participates in and supports the local COC and its initiatives and projects. Dalton will also continue to support organizations that assess homeless persons' needs to create a more robust social service system to address unmet needs. The city collaborates with various agencies that participate in the Continuum of Care regular meetings and coordinates services with CoC members. Over the next Consolidated Plan period, the City anticipates collaborating with various local nonprofits organizations to expand services for the homeless and at-risk homeless populations.

The Georgia Balance of State Continuum of Care collaborates with nonprofit organizations to analyze current needs to identify funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the Dalton Whitfield Community Development Corporation, annually assesses the homeless population's characteristics in the City. This data allows the City to track the changing needs of the homeless. The City will continue to support the efforts in the preparation of the Point in Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons.

The City supports efforts to decrease or end homelessness in the City of Dalton and supports the local Continuum of Care's initiatives. Emergency needs for shelter are handled by local agencies receiving funding through the Georgia Balance of State Continuum of Care. The transitional housing needs of homeless persons are addressed below.

The City of Dalton does not receive an ESG allocation and relies on the State's distribution. The Department of Community Affairs provides ESG funding for essential services and operations to emergency shelters and transitional housing facilities. These facilities offer Dalton's accommodation and services to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near-homeless by providing support for the following:

- Emergency housing and supportive services for homeless families and individuals;
- Developing transitional housing; and
- Preventing persons released from institutions from entering homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Georgia Department of Community Affairs (DCA) administers the Emergency Solutions Grant Program and oversees activities for homeless individuals and families in Dalton. DCA has identified rapid re-housing as a priority during the next Consolidated Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters.

The City of Dalton encourages collaboration with organizations to transition as many people as possible into permanent housing. The City also supports implementing a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short term, such as emergency food and shelter -- until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, agencies must eliminate duplication of effort by local agencies, both in intake and assessment procedures and in subsequent housing and supportive services. The Homeless Management Information System (HMIS) can be improved with common intake forms, shared data, effective assessment

instruments and procedures, and on-going coordination of assistance among community organizations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care, and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Continuum of Care has outlined its discharge policy for assisting persons aging out of foster care and being released from health care facilities, mental health facilities, and correction facilities.

DWCDC receives an allocation from DCA to coordinate activities to prevent individuals and families from becoming homeless and to assist individuals/families to regain stability in current housing or permanent housing. ESG program funds will be used for homelessness prevention, including housing relocation and stabilization services, and for short-term (up to 3 months) or medium-term (up to 24 months) rental assistance. A range of emergency shelter facilities and short-term services (food, clothing, and temporary financial assistance, transportation assistance) to meet various family or individual circumstances is necessary to assist families in preventing homelessness. These facilities and services will meet families' needs with children, individuals, persons with unique health problems, and other characteristics.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City conducted its Analysis of Impediments to Fair Housing Choice (AI) in 2019. As part of that process, the City and its stakeholders who participated in the process identified several contributing factors that create affordable housing barriers and opportunities. A detailed description of these contributing factors can be found in the 2019 AI (accessed from the City of Dalton website).

Actions the City has planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Goal 1: Lack of Affordable Housing for Dalton Residents - Promote the development and rehabilitation of various types of housing that are affordable to lower-income households.

Strategies: The following activities and strategies should be undertaken to address this goal:

- Continue supporting and encouraging plans from both private developers and nonprofit housing agencies to develop, construct, and rehabilitate affordable housing in the City.
- Survey the existing residential, mixed-use residential/commercial, and vacant structures to better utilize space for additional housing.
- Develop a housing rehabilitation program with low-interest loans/grants in lower-income neighborhoods where there is the highest percentage of vacant and deteriorated housing.

Goal 2:

Inadequate fair housing education and awareness in the community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Strategies: The following activities and strategies should be undertaken to address this goal:

- Outline the procedures and process to report or file a fair housing complaint.
- Publicize the procedures and process in the local newspaper; post in public buildings, social service agencies' offices, and print out flyers to distribute.
- Develop opportunities to educate tenants, landlords, sellers, and mortgage brokers.
- Review and improve the underwriting approval rate for minorities and persons of Hispanic origins in mortgage loan approvals, as evidenced by the Home Mortgage Disclosure Act (HMDA) data.
- All essential documents, forms, and directions should be printed in English and Spanish. A reference sheet in multiple languages should be attached to inform non-English speaking persons who to contact.

AP-85 Other Actions – 91.220(k)

Introduction:

The Strategic Plan addresses underserved needs through initiatives proposed for funding in this Annual Plan. The primary obstacle to these actions is a lack of funding.

Actions planned to address obstacles to meeting underserved needs

To help remove barriers to meeting underserved needs and improve service delivery, Dalton, along with the Georgia Balance of State CoC, will support the expansion of HMIS technology beyond homeless service providers to link the various categories of CoC members' services and standardize performance measures. Dalton will also review and analyze its various departments and divisions' work to find opportunities for collaboration between similar programs.

Actions planned to foster and maintain affordable housing

Affordable housing will be secured and encouraged by introducing a minor home repair program to assist low-income families with remaining in their homes. To promote affordable housing and fair housing choice, the City will encourage and support fair housing rights for all and provide program funds to conduct outreach and education regarding the Fair Housing Law act of 1968.

Actions planned to reduce lead-based paint hazards

Through the Georgia State Department of Health, Dalton educates the public on the hazards of lead-based paint and educates parents about protecting their children. In response to lead-based paint hazards and the limited resources available, the City has planned a steady, long-term response per Federal lead-based paint standards, other applicable federal regulations, and local property standards. According to HUD and Environmental Protection Agency (EPA) guidelines, government-assisted housing rehabilitation projects will include the completion of a lead-based paint inspection according to HUD and Environmental Protection Agency (EPA) guidelines.

Actions planned to reduce the number of poverty-level families

Several local nonprofits provide current programs that are designed to assist households with incomes below the poverty level. The City will continue to direct residents to these agencies for antipoverty assistance programs. The City's highest poverty levels correspond with the target areas for CDBG funding. In the past, the City funded some nonprofits for housing needs and will continue in the future.

The Antipoverty Strategy section of the Con Plan is to use CDBG funding to support public service activities and facilities that seek to reduce poverty through training, individual case management, and employment opportunities. The City will also partner with nonprofit agencies to support affordable housing, work, and employment opportunities.

Actions planned to develop institutional structure

The Finance Department manages all aspects of the grant programs perform in a concerted manner. The department recognizes the need to maintain a high level of coordination on projects involving other City departments, County departments, and nonprofit organizations. This collaboration guarantees an efficient use of resources with maximum output in the form of accomplishments.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Dalton will continue to work with a broad cross-section of public, private, faith-based, and community organizations to identify its citizens' needs. Dalton will seek opportunities to participate in collaborative groups to streamline public service agencies' actions to improve the lives of all persons in the city. These groups address a broad range of needs for families, including homelessness, public safety, workforce development, literacy, and other resource allocation. Creating such an entity will allow local nonprofit organizations to focus their efforts collectively and avoid duplication of services within the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with CDBG funds are expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the following program year, and that has not yet been reprogrammed	\$0
2. The number of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The number of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	80%



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 7-18-22

Agenda Item: Development Agreement (The Carpentry)

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Jim Woodward (City's TAD Attorney)

Cost: \$0

Funding Source if Not in Budget

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

Development Agreement between the City of Dalton and The Carpentry, LLC for Tax Increment Financing within Tax Allocation District #1 (Downtown TAD Area) in the amount of \$970,664 as recommended by the TAD Committee.

TAX ALLOCATION DISTRICT #1 – DOWNTOWN

DEVELOPER DEVELOPMENT AGREEMENT

Between

CITY OF DALTON, GEORGIA

and

THE CARPENTRY, LLC

dated as of _____, 2022

STATE OF GEORGIA

CITY OF DALTON

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement “), dated as of this ____ day of _____, 2022, is made among the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (the “City” and a “Party”), and THE CARPENTRY, LLC, a Georgia limited liability company (the “Developer” and a “Party”), and recites and provides as follows. Capitalized items used herein and not otherwise defined have the meanings given to them in Article II.

**ARTICLE I
RECITALS**

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, pursuant to a resolution duly adopted on December 30, 2015, (the “TAD Resolution “), the Mayor and Council of the City approved the City of Dalton Redevelopment Plan: Downtown (the “Redevelopment Plan”) and created the Tax Allocation District #1 – Downtown (the “TAD #1”); and

WHEREAS, the City will act as the Redevelopment Agent for TAD #1 as contemplated by the Redevelopment Powers Law; and

WHEREAS, the TAD Resolution expressed the intent of the City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in TAD #1; and

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Whitfield County (the “County”) on December 10, 2018, a resolution adopted by the City of Dalton Board of Education (the “School Board”) on December 10, 2018, and a resolution adopted by the board of the Downtown Dalton Development Authority (the “DDDA”) and pursuant to an Intergovernmental Agreement, dated as of December 10, 2018, among the City, the County, the School Board and the DDDA, the County, the School Board and the DDDA have consented to the inclusion of their respective shares of ad valorem property taxes in the computation of the positive tax allocation increment for TAD #1 within the meaning of the Redevelopment Powers Law (the “Tax Allocation Increment”); and

WHEREAS, the Redevelopment Powers Law provides that the City may enter into public-private partnerships to affect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other development activity, undertakings such as the Project; and

WHEREAS, to induce and further facilitate the successful accomplishment of a portion of the Redevelopment Plan, the City has indicated its intent to collect the Tax Allocation Increment, on an annual basis and to make certain annual development payments to the Developer, as described herein, to reimburse the Developer for a portion of the Redevelopment Costs advanced by the Developer for a redevelopment of an existing parking lot located within the TAD #1 for use as a hotel (the “2022 Project”); and

WHEREAS, accordingly, in furtherance of the premises set forth in these Recitals, the City, and the Developer now wish to describe more comprehensively the terms of the plan for the development of the 2022 Project; the plan for financing the 2022 Project; and the public/private partnering of the City and the Developer regarding such development, all as hereinafter set forth.

AGREEMENT

NOW THEREFORE, the City and the Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

“2022 Project” means the improvements developed or proposed to be developed by the Developer on the Site (consistent with the purposes and intent of the Redevelopment Plan), including, but not limited to, the engineering, design, site preparation, permitting and construction of the certain improvements and the development of vacant out-parcels, all as more specifically described within the Redevelopment Plan, attached hereto as EXHIBIT B, as such Exhibit may be amended or modified from time to time.

“2022 Project Approvals” means all approvals, consents, waivers, orders; agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the 2022 Project, or otherwise necessary or desirable for the ownership, acquisition, construction equipping use or operation of the 2022 Project, whether obtained from a governmental authority or any other person.

“2022 Project Budget” means the projected cost for construction of the 2022 Project as set forth in EXHIBIT C, which costs include all architectural, engineering, design, legal and other consultant fees and expenses related to the 2022 Project, as such Exhibit may be amended or modified from time to time.

“2022 Project Completion” means completion of construction of the 2022 Project; provided, however, the 2022 Project Completion date shall be on or before May 31, 2023.

“2022 Project Plans” means the site plan and the construction plans for the 2022 Project.

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Advances” means advances by the Developer or any other Person to pay any costs that comprise Redevelopment Costs associated with the 2022 Project.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) of this definition; and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” means all applicable laws, statutes, resolutions, treaties, rules, codes, ordinances, regulations, certificates, orders, authorizations, determination, demand, approval, notice, direction, franchise, licenses and permits of any Governmental Body and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Environmental Laws and any other applicable laws pertaining to health, safety or the environment).

“City” means the City of Dalton, Georgia, a municipal corporation of the State, acting through its legislative body, the Mayor and Council, and any successors and assigns.

“County” means Whitfield County, Georgia, a political subdivision of the State, acting through its legislative body, the Board of Commissioners, and its successors and assigns under this Agreement.

“DDDA” means the Downtown Dalton Development Authority, a public body corporate and politic of the State of Georgia.

“Development Payments” shall mean the development payments to be made by the City to the Developer hereunder as described in Section 6.3 hereof; provided however, that the total aggregate Development Payments made to the Developer shall not exceed \$970,664.

“Effective Date” means the dated date of this Agreement.

“Environmental Laws” means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any other applicable law relating to health, safety or the environment.

“Event of Default” is defined in Section 8.2 hereof.

“Force Majeure” means the actual period of any delay to the final completion date of the 2022 Project caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe unanticipated weather conditions, or delays caused by the City in excess of thirty (30) days in responding to proposals for Material Modifications pursuant to Section 4.3, in any such case entitling the Developer or the City commensurate extension of time to perform and complete the obligations delayed thereby under this Agreement. The party requesting an extension of time due to Force Majeure will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the event (in occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the 2022 Project.

“General Contractor” means an experienced, bendable and reputable general contractor reasonably satisfactory to the City.

“Hazardous Substances” means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Loan Documents” means any agreement or instrument, other than this Agreement and the Transaction Documents, to which the Developer is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of the Developer in order to finance all or any portion of the 2022 Project, and including any commitment or application for such financing.

“Material Modification” means any modification, change or alteration in the description of the 2022 Project that would result in such 2022 Project being materially different than as contemplated in the Redevelopment Plan.

“Parcel” means the tax parcel identified in EXHIBIT A.

“Permitted Exceptions” means all of the following: (a) any reasonable and customary exceptions that serve or enhance the use or utility of the 2022 Project arising in the course of and necessary in connection with the construction, or ultimate operation of the 2022 Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (b) any other exceptions expressly approved in writing by the City; (c) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; (d) any exceptions approved by any construction lender and (e) any covenants affecting the Site that are recorded in the records of the City as of the Effective Date.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

“Positive Tax Allocation Increment” means the positive Tax Allocation Increment derived from the Parcel, as determined on an annual basis; provided, however, that if the Tax Allocation Increment for TAD #1 is less than the Positive Tax Allocation Increment, then the Positive Tax Allocation Increment shall be equal to the Tax Allocation Increment for the TAD #1.

“Redevelopment Costs” has the meaning given that term in the Redevelopment Powers Law and, as used in this Agreement, means Redevelopment Costs of the 2022 Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement, with the added provision that only capital costs for construction, reconstruction or modification of structures within the 2022 Project shall be reimbursable through payment of the Tax Allocation Increment. Redevelopment Costs shall not include any interest or cost of funds incurred by the Developer for otherwise reimbursable expenses incurred in the 2022 Project.

“Redevelopment Plan” means the City of Dalton Tax Allocation District #1 – City of Dalton Redevelopment Plan: Downtown creating the City of Dalton - Downtown Redevelopment Area approved by the City pursuant to the TAD Resolution.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. § 36-44-1, et seq., as amended.

“Requisition” means a requisition in substantially the form attached as EXHIBIT D (or such other form approved by the City).

“Schedule of Values” means the itemized schedule of values of the total “hard costs” of construction of the 2022 Project broken out into detail reasonably acceptable to the City.

“Site” means the real property on which the 2022 Project will be located as more specifically described in EXHIBIT E attached hereto.

“State” means the State of Georgia.

“TAD #1” means Tax Allocation District #1 –Downtown created by the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” means the resolution duly adopted under the Redevelopment Powers Law by the City Council of the City on December 30, 2015, pursuant to which, following a public hearing as required by law, the City approved the Redevelopment Plan and created the TAD #1, as the same may be amended from time to time.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within TAD #1 at the tax millage rates then in force in the City.

“Title Policy” means the title insurance policy issued by a nationally recognized title company with respect to the Site.

“Transaction Documents” means any agreement or instrument other than this Agreement to which the Developer is a party or by which it is bound and that is executed in connection with the transactions contemplated by this Agreement, as the same may be amended or supplemented.

“Urban Redevelopment Law” means the Urban Redevelopment Law, O.C.G.A. § 36-61-1, *et seq.*, as amended.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Developer. The Developer hereby represents and warrants to the City that:

(a) Organization and Authority. The Developer is a Georgia limited liability company, in good standing and authorized to transact business in the State. The Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the

Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly-executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. The Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements, furnished or to be furnished to the City with respect to the Developer fairly present or will fairly present the financial condition of the Developer as of the dates thereof, and all other written information furnished to the City by the Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. The Developer has no knowledge: (i) of the presence of any Hazardous Substances on the Site of the 2022 Project, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that has occurred or are presently occurring on or at the Site of the 2022 Project, or any portion thereof, or (ii) of the presence of any PCB transformer serving, or stored in, the Site or the 2022 Project, or any portion thereof, and the Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to the Developer.

(g) No Litigation. There is no action, suit or proceeding of any kind pending or, for the knowledge of the Developer, threatened against or affecting the Developer in any court before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of the Developer, or (iii) could materially and adversely affect the ability of the Developer to perform its obligations hereunder, nor does the Developer know of any basis for any such action, suit, proceeding, or investigation.

(h) No Undisclosed Liabilities. Neither the Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the 2022 Project. The Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default which has a material adverse effect on the ability of the Developer to perform its obligations under this Agreement.

(i) Tax Matters. The Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and has paid all taxes shown as due thereon. No governmental body has asserted

any deficiency in the payment of any tax or informed the Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of the Developer for the purpose of determining whether such a deficiency should be asserted against the Developer.

(j) Principal Office. The Developer's principal place of business is located at [1301 W. Morton Drive, Dalton, Georgia 30720].

(k) Licenses and Permits. The Developer possesses, and will at all times possess (and will cause its contractors, subcontractors, agents and other Persons performing any activities relating to the 2022 Project by contract with or under the direction of the Developer to possess), all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the 2022 Project, without known conflict with any rights of others.

(l) 2022 Project Location. The 2022 Project is located wholly within TAD #1.

(m) Utilities. Upon completion of the 2022 Project, all Utility services necessary and sufficient for the operation of the 2022 Project will be available through dedicated public rights of way or through perpetual private easement. All such utility easements either enter the Site through adjoining public streets or if they pass through adjoining private land, do so in accordance with valid and recorded public or private easements which will be to the benefit of the Site.

(n) Rights of Way. The rights of way for all roads necessary for the full utilization of the 2022 Project for its intended purposes have been or will be acquired by the Developer or the appropriate governmental body or have been or will be dedicated to public use and accepted by such governmental body. All curb cuts, driveways and traffic signals shown on the Plans are existing or have been fully approved by the appropriate governmental body.

(o) Survey. To the best of the Developer's knowledge, any surveys for the 2022 Project delivered to the City do not fail to reflect any material matter of survey affecting the Legal Requirements for the 2022 Project or the title thereto.

(p) Liens. Other than as disclosed in writing to the City, there are no material liens of laborers, subcontractors or materialmen on or respecting the 2022 Project on the Effective Date.

(q) 2022 Project Construction Schedules. The Developer will construct the 2022 Project pursuant to this Agreement and as described in the Redevelopment Plan, attached as EXHIBIT B.

(r) 2022 Project Budget. The 2022 Project Budget accurately reflects the currently estimated costs of the 2022 Project.

(s) TAD Increment. The Parcel is projected to produce a Positive Tax Allocation Increment in each year sufficient to pay the Development Payments for such respective year.

(t) Ownership of Property. The Developer, or an affiliate controlled by the Developer, has good title to the portion of the Site on which the 2022 Project will be constructed, subject only to the Permitted Exceptions and the liens permitted by this Agreement.

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to the Developer that:

(a) Organization and Authority. The City is a municipal corporation duly created and existing under the laws of the State of Georgia. The City has the requisition power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the City as a condition to the valid execution, delivery, and performance by the City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been further amended or supplemented. To the best of its knowledge, no further amendment of or supplement to the TAD Resolution is contemplated by the City with respect to the TAD #1.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the 2022 Project.

(a) The Developer will develop and construct the 2022 Project in a good and workmanlike manner in substantial conformance with the 2022 Project Plans and the descriptions thereof set forth in the Redevelopment Plan, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the 2022 Project as contemplated on the Effective Date may occur. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3.

The City agrees to use commercially reasonable efforts to assist the Developer with the development of the 2022 Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(b) The Developer agrees to use commercially reasonable efforts to develop and construct the 2022 Project in all material respects in accordance with the 2022 Project Budget, as set forth in EXHIBIT C, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the 2022 Project Budget may occur. When such modifications occur which are not Material Modifications, the Developer will provide a revised version of EXHIBIT C to the City. The 2022 Project Budget, as revised, will be used as the basis for reimbursement of Advances under Section 6.3. Notwithstanding any representation within the 2022 Project Budget to the contrary, only Advances for capital costs (see definition of Redevelopment Costs) shall be reimbursable through payment of the Tax Allocation Increment. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3.

(c) To the extent not included in a Requisition, the Developer shall deliver construction cost reports and interim progress reports in form and content reasonably satisfactory to the City, including an updated 2022 Project construction schedule and summary of all costs and expenses incurred in connection with the 2022 Project, not less frequently than annually, from and after the date hereof and until the earlier of (i) the payment of all Development Payments or (ii) the termination of TAD #1 by resolution of the City. The Developer shall keep the City fully informed as to the status and progress of all construction work with respect to the 2022 Project.

(d) Upon 2022 Project Completion, the Developer will provide the City with a final cost summary of all costs and expenses associated with the 2022 Project and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

(e) The Developer will construct the 2022 Project in accordance with all applicable Legal Requirements.

Section 4.2 Approvals Required for the 2022 Project. The Developer will obtain or cause to be obtained all necessary 2022 Project Approvals for the 2022 Project and will comply with all Legal Requirements of any governmental body regarding the use or condition of the 2022 Project. The Developer may, however, contest any such Legal Requirement or denial of a 2022 Project Approval by an appropriate proceeding diligently prosecuted provided that (a) the Developer gives the City prior written notice of its intent to contest a Legal Requirement or denial of a 2022 Project Approval; (b) the Developer demonstrates to the City's reasonable satisfaction that (1) its interest in the 2022 Project is not at risk of sale on account of such contest prior to the final determination of the legal proceedings of such contest, or (2) the Developer has furnished a bond or surety satisfactory to the City in form and amount sufficient to prevent a sale of its interest in the 2022 Project or any portion thereof; (c) such proceeding shall be permitted under Applicable Law and under any other agreement to which the Developer or the 2022 Project is subject, including but not limited to, the Transaction Documents and the applicable Loan Documents; and

(d) such proceedings shall not result in any need for any Material Modification that has not been approved by the City. The City agrees to process zoning and permit applications for the 2022 Project in a prompt and timely manner in accordance with its normal roles and procedures.

Section 4.3 Material Modifications. If the Developer proposes to make a Material Modification to the 2022 Project, it will submit the proposed modifications to the City in writing for review and approval by it. Any such submission must clearly identify all, changes, omissions and additions as compared to the previously approved description of, budget or construction schedule for the 2022 Project. Such submission shall also include the projected impact, if any, on the Positive Tax Allocation Increment and such other information as reasonably requested by the City for the purpose of evaluating the request. The City will have fifteen (15) business days after submission of the proposed modifications to review the submission and deliver to the Developer written comments to or written approval of the modifications. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City will notify the Developer in writing, the proposed modifications will be deemed to be incorporated, and the Developer will perform its obligations under this Agreement as so modified. If the City determines, in its reasonable judgment, that the proposed modifications are not acceptable, the City will so notify the Developer in writing, specifying in reasonable detail in what respects they are not acceptable and, by written notice to the City, the Developer will either (a) withdraw the proposed modifications, in which case, construction will proceed on the basis of the description of, budget or construction schedule for the 2022 Project previously approved as provided herein; or (b) revise the, proposed modifications in response to such objections, and resubmit such revised modifications to the City for review and approval by it within thirty (30) business days after such notification as described above. If the City has not responded to the Developer within thirty (30) business days after any submission, the proposed modifications will be deemed approved. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, the City will have such amount of time as reasonably required to pursue any such amendment.

ARTICLE V

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the 2022 Project. The Developer will commence and complete construction of the 2022 Project, with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed in connection with the 2022 Project. The 2022 Project Completion shall occur on or before May 31, 2023.

Section 5.2 Compliance with Documents. The Developer agrees to comply with all material obligations and covenants of the Developer herein and in the Transaction Documents. To the best of its knowledge, the Developer is in compliance with its obligations and covenants in the applicable Loan Documents Pursuant to which amounts were loaned or otherwise made available to the Developer to finance construction of the 2022 Project.

Section 5.3 Litigation. During development and construction of the 2022 Project, the Developer notify the City in writing, within five (5) days of its having knowledge thereof, of

any actual, pending, or threatened litigation, claim, demand, or adversarial proceeding in which a claim is made against the Developer or the 2022 Project and which may materially and adversely affect the 2022 Project, and of any judgment rendered against the Developer. The Developer will notify the City in writing within five (5) days of its having knowledge of any matter that the Developer considers may result or does result in a material adverse change in the financial condition or operation of the Developer or its interest in the 2022 Project.

Section 5.4 Maintenance of the 2022 Project. The Developer agrees that, to the extent it has an interest in the 2022 Project it will at its own expense, (a) keep such project or cause such project to be kept in as reasonably safe condition as its operations permit; (b) make or cause to be made from time to time all necessary repairs thereto and renewals and replacements thereof and otherwise keep such project in good repair and in good operating condition; and (c) not permit or suffer others to commit a nuisance or waste on or about the 2022 Project. the Developer at its own expense and from time to time, may make any additions, modifications or improvements to the applicable project that it may deem desirable for its business purposes and that do not impair the effective use, or decrease the value, of the applicable project.

Section 5.5 Records and Accounts. The Developer will keep true and accurate records and books of account with respect to itself and the 2022 Project, in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

Section 5.6 Liens and Other Charges. The Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the 2022 Project unless the Developer is lawfully protesting the same, in which case Developer will provide a suitable “mechanics lien bond” to discharge such lien from the 2022 Project.

Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. The Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the 2022 Project or the Site, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 Laborers, Subcontractors and Materialmen. Without limiting the requirements of Article IV, the Developer will furnish to the City, upon request at any time, and from time to time, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have furnished labor or material to the 2022 Project or any part thereof, together with affidavits, or other evidence satisfactory to the City, showing that such parties have been paid all amounts then due for labor and materials furnished to the 2022 Project. The Developer will also furnish to the City, at any time and from time to time upon demand by the City, lien waivers bearing a then current date and prepared on a form satisfactory to the City from the General Contractor for the 2022 Project, and such subcontractors or materialmen as the City may designate.

Section 5.9 Insurance. To the extent of its interest therein, the Developer will keep the 2022 Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations; provided, however, that such insurance provides coverage of at least \$1,000,000 for third party liability.

Section 5.10 Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of the City and the Developer hereunder and the ability of the Developer to construct the 2022 Project are not impaired thereby.

Section 5.11 Performance by the Developer. The Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate the Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 5.12 Restrictions on Easements and Covenants. Except for Permitted Exceptions, the Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the 2022 Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of the City, other than easements, and rights of ways customary for utilities or otherwise necessary for development or construction of the 2022 Project, lease restrictions and covenants common to the shopping center industry, and covenants to incorporate the Design Guidelines.

Section 5.13 Access to the Site. The Developer will permit persons designated by the City to access the Site and to discuss the progress and status-of the 2022 Project with representations of the Developer, all in such detail and at such times as the City may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the 2022 Project or with the Developer business operations generally. The City's representative must be accompanied by a representative of the Developer during any access contemplated by this Section.

Section 5.14 Title Policy. Promptly upon acquisition of any portion of the Site, the Developer will provide to the City any title policy or marked commitment obtained that evidences ownership of the property by the Developer.

Section 5.15 Payment of 2022 Project Costs. The Developer will pay when due its share of all costs of development and construction of the 2022 Project as set forth in the 2022 Project Budget.

Section 5.16 Event Notices. The Developer, will promptly notify the City in writing of (a) the occurrence of any default or event of default of which it has knowledge; (b) the occurrence

of any Material Modification; (c) the occurrence of any levy or attachment against its assets or other event which may have an adverse effect on the 2022 Project or the business or financial condition of the Developer; and (d) the receipt by the Developer, as the case may be, of any written notice of default or notice of termination with respect to any contract or agreement relating to the ownership, construction, operation, or use of the 2022 Project which may adversely affect the 2022 Project.

Section 5.17 Jobs Goal. The Developer agrees that it shall employ, in connection with the operation of the 2022 Project, at least four (4) full-time equivalent (“FTE”) positions by December 31, 2023. On or before March 1 in each year, commencing March 1, 2024, the Company shall certify, in a manner acceptable to the City, the number of jobs during the preceding year.

ARTICLE VI DEVELOPMENT PAYMENTS

Section 6.1 Conditions to Delivery of this Agreement. The Developer hereby acknowledges and agrees that the execution and delivery of this Agreement are contingent upon satisfaction of the following conditions:

(a) The Mayor and Council have adopted a resolution or ordinances, as appropriate, authorizing the execution of this Agreement.

(b) The Developer certifies that all representations, warranties and covenants made by it in this Agreement and in the Transaction Documents are true and correct in all material respects, that neither is in default under this Agreement or the Transaction Documents, or if in default, outlines the nature of the default and describes what steps are being taken to cure the default.

(c) The Developer has provided an opinion of legal counsel in form and substance satisfactory to the City to the effect that (i) this Agreement and the Transaction Documents identified in such opinion (a) have been duly authorized by it and will be valid, binding and enforceable against the respective entities subject to standard enforceability exceptions and (b) will not violate or otherwise contravene its organizational documents or any agreement or instrument to which it is a party or to which its property or assets are bound; and (ii) there is no litigation pending or, to such counsel’s knowledge, threatened before any court or administrative agency against it or its interests in the Site, which, if adversely determined, would have a material adverse effect on the Developer or its financial condition.

(d) The Developer and the City have each approved and executed this Agreement.

(e) The Developer shall have submitted (i) certified copies of its organizational documents, and (ii) certificates of good standing from the jurisdiction in which it was organized, together with evidence that it is qualified to transact business and is in good standing in Georgia.

(f) The Developer shall have delivered certified copies of corporate resolutions or

other evidence of their approval of this Agreement and the Transaction Documents to which they are a party and authorizing the execution and delivery thereof by an authorized officer.

Section 6.2 Advances. The Developer shall make or cause to be made all Advances in connection with the 2022 Project.

Section 6.3 Conditions to Payment of Development Payments. Subject to compliance by the Developer with the conditions set forth below and subject to the terms and limitations herein, the City shall make Development Payments to the Developer to reimburse the Developer for a portion of the Advances made in connection with the 2022 Project; provided, however, the total aggregate amount of Development Payments shall not exceed \$970,664. Development Payments will be disbursed annually on or after March 1 of each year (corresponding to the previous calendar year's Development Payment), pursuant to Requisitions in the form provided herein at consistent with the written evidence of compliance with the terms of this Agreement, particularly subparagraph (b)(1) below, submitted to the City as set forth below in accordance with the following procedures:

(a) Not less than forth-five (45) business days prior to the date on which the Developer desires a Development Payment. The Developer will submit to the City a Requisition in substantially the same form as that attached hereto as EXHIBIT D. The Requisition will include: (1) the itemized schedule of values prepared by the General Contractor or the Developer of the total "hard costs" of reimbursable costs for which 2022 Project Funds are requested , (the "Schedule of Values"), together with a copy of the construction contract or contracts to which such reimbursement relates; (2) all costs incurred for construction and non-construction expenses for the reimbursable costs to the date of the Requisition for which no Requisition has previously been presented and paid; and (3) such certificates and affidavits as the City may reasonably request. The accuracy of the cost breakdown and percentage completion in the Requisition must be certified by the Developer and the General Contractor. Anything contained herein to the contrary, notwithstanding, Development Payments shall never exceed Positive Tax Allocation Increment. To the extent that any Requisition request exceeds the Positive Tax Allocation Increment for such year, such request shall be held until the Positive Tax Allocation Increment in successive years is collected and available to make such payments.

(b) In addition, the Requisition must be accompanied by evidence in form and content reasonably satisfactory to the City (including, but not limited to, certificates and affidavits of the Developer and such other Persons as the City may reasonably require):

- (1) Copies of all bills or statements or canceled checks for any indirect or soft-cost expense for which the Development Payment is requested;
- (2) If the Requisition includes amounts to be paid to any contractor, a contractor's application for payment showing the amount paid by the Developer with respect to each such line item and, upon request of the City, copies of all bills or statements or canceled checks for expenses incurred by the Developer for which the Development Payment is requested and a copy of a satisfactory "Interim Waiver and Release upon

Payment” pursuant to O.C.G.A. § 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition;

- (3) That all construction has been concluded substantially in accordance with the 2022 Project Plans (and all changes thereto approved by the City or otherwise permitted pursuant to the terms hereof); and
- (4) That there are no liens outstanding against the 2022 Project except for those set forth in any applicable title policy, other than (A) inchoate liens for property taxes not yet due and payable, (B) liens being contested in accordance with the terms and conditions set forth in applicable law and (C) loans for the construction of the 2022 Project.

(c) The construction for which Redevelopment Costs are included in any Requisition must be reviewed and approved by the City or its appointed consultant to verify the approval of the construction, the cost of completed construction, the percentage of completion and the compliance with the 2022 Project Plans.

(d) Within thirty (30) business days of receipt of a completed Requisition, the City will disburse to the Developer the approved Development Payment to the extent such payment together with all other cumulative payments does not exceed the Positive Tax Allocation Increment. The Developer will provide wiring instructions to the City to aid in such payment.

Section 6.4 Limited Liability.

(a) The City’s obligations hereunder to reimburse 2022 Project Costs are limited solely to the Positive Tax Allocation Increment.

(b) To the extent permitted by State law, no director, officer, employee or agent of the City will be personally responsible for any liability arising under or growing out of the Agreement.

ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. The Developer will defend, indemnify, and hold the City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without Limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with, or incidental to the construction of the 2022 Project. Notwithstanding anything to the contrary in this Article: (1) the Developer’s indemnification obligation under this Article is limited to the greater of \$2,000,000 or the policy limits available under the insurance policies required under Section 5.9; (2) the Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) the Developer will not be obligated to indemnify any Indemnified Persons to the extent

that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to the Developer within fifteen (15) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the fifteen (15) business-day period, it does not waive any right to indemnification except to the extent that the Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. The Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by the Developer with the concurrence of the Indemnified Person. The Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, the Developer will advise the Indemnified Person as to whether or not it will defend the claim. If the Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If the Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. The Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that the Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE VIII DEFAULT

Section 8.1 Default by the Developer. The following will constitute a default by the Developer:

(a) Failure of the Developer to materially and timely comply with and perform each of its obligations set forth in this Agreement.

(b) A default by the Developer under, or failure of the Developer to comply with, any material obligation of the Developer set forth in the Transaction Documents.

(c) Any representation or warranty made by the Developer in this Agreement or subsequently made by it in any written statement or document furnished to the City and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect, including, but not limited to the jobs goal provided in Section 5.17 hereof.

(d) Any report, certificate or other document or instrument furnished to the City by the Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to the City on behalf of the Developer, to the extent that the Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to the City.

(e) An Act of Bankruptcy of the Developer.

Section 8.2 Remedies. If a default by the Developer occurs and is continuing thirty (30) days after receipt of written notice to the Developer from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and the Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an “Event of Default,” and the City will be entitled to elect any or all of the following remedies: (i) termination of this Agreement and discontinuation of funding and payments of Development Payments hereunder; (ii) pursuit of specific performance of this Agreement or injunctive relief; or (iii) waiver of such Event of Default.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein or in the Transaction Documents are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder and under the Transaction Documents, at law or in equity.

Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of the Developer contained herein, the Developer agrees that it will demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by the City. The following will constitute a default by the City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach or

failure and requesting that it be remedied, given to it by the Developer; provided that in the event such breach or failure, can be corrected but cannot be corrected within said 30- day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies against the City. Upon the occurrence and continuance of a default by the City hereunder, the Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

ARTICLE IX MISCELLANEOUS

Section 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will expire on the earlier of (a) the date all approved Dalton Developer Payments have been reimbursed/paid to the Developer subject to the availability of Positive Tax Allocation Increment (b) December 31, 2033, or (c) the date the city elects to terminate this Agreement pursuant to Section 8.2 hereof.

Section 9.2 Annual Fee. The Development shall pay the City an annual fee equal to 1% of the Positive Tax Allocation Increment.

Section 9.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer:

The Carpentry, LLC
1301 W Morton Drive
Dalton, Georgia 30720
Attention: Kasey Carpenter

With a copy to:

The Minor Firm
745 College Drive, Suite B
Dalton, Georgia 30720
Attention: Tom Minor, Esq.

If to City:

City of Dalton
300 W. Waugh Street
Dalton, Georgia 30720
Attention: City Mayor

With a copy to:

Mitchell & Mitchell, PC
108 S. Thornton Avenue
Dalton, Georgia 30720
Attention: Terry Miller, Esq.

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.5 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.6 Successors and Assigns. The Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed; provided that the Developer may, without the prior consent of the City, assign this Agreement and all or any portion of its rights hereunder and interests, herein, to any Affiliate of it or to any entity controlled by or under common control with it that has assets of a value at least equal to that of the Developer at the time of the assignment. The Developer will provide written notice to the City of any such assignment. Upon any such assignment of the obligations of the Developer hereunder, the Developer will be deemed released from such obligations. Notwithstanding the above, the Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of the City, to a lender to secure any acquisition, development or construction loan for the 2022 Project.

Section 9.7 Exhibits, Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. MI titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.8 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State.

Section 9.9 Entire Agreement; Construction with Redevelopment Plan. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. Notwithstanding any other provision in this Agreement, in the event of a conflict between the terms of this Agreement and the Redevelopment Plan, the provisions of this Agreement shall control.

Section 9.10 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.11 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the _____ day of _____, 2022.

CITY OF DALTON, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk

[SEAL]

THE CARPENTRY, LLC,
a Georgia limited liability company

By: _____
Kasey Carpenter, President

EXHIBIT A

PARCEL

Parcel Number: 12-219-37-017

EXHIBIT B
REDEVELOPMENT PLAN

[Attached.]

EXHIBIT C

2022 PROJECT BUDGET

[Attached.]

Project Budget

Sources:

Bank Loan	\$	5,175,000
Downtown Revolving Loan Fund		500,000
Tax Increment Financing		970,664
Equity		1,225,000
	\$	<u>7,870,664</u>

Uses:

Site Development/Land/Demo	\$	1,645,664
Construction/Hard Costs		5,775,000
Soft Costs (A&E, permitting, etc.)		150,000
Developer & Financing Fees		300,000
	\$	<u>7,870,664</u>

EXHIBIT D

FORM REQUISITION

[Attached.]

FORM OF REQUISITION

TAD Project _____

Requisition No. _____

Date of Requisition: _____, 20__

TO: Dalton, Georgia

PROJECT: _____

DEVELOPER: _____

Application is made for reimbursement of _____ to pay for Redevelopment Costs, for the purposes and on the terms set forth below, all in accordance with the provisions of that certain Development Agreement among the City of Dalton, Georgia, and _____, dated as of _____, 20__. All capitalized terms used herein not otherwise defined have the meaning given them in the Development Agreement.

AIA Form G-702 and its Continuation Sheet, AIA Document G-703, or similar form documents are attached and are made a part of this Requisition. Architect's and Contractor's Certificates or similar from documents for Payment are also part of the attached.

1. The Project Budget is \$_____ and the Project Costs, Schedule of Values and Percentages of Completion are as set forth on forms attached.
2. Amount Requested: \$_____.
3. Attached hereto are:
 - (a) Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;
 - (b) Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by _____ for which this Requisition is requested;
 - (c) A schedule(s), prepared in accordance with Section 6.3 of the Development Agreement, supporting the amount of the requested disbursement subject to this Requisition.

CERTIFICATION

In accordance with the Development Agreement, _____ certifies to the Redevelopment Agent that:

- (a) all of its representations and warranties made in and as of the date of the Development Agreement are true and correct as of the date hereof;
- (b) the quality of the construction of the TAD Project to date is in accordance with the TAD Project Plans; the Development Agreement, and the Transaction Documents;
- (c) the Project Cost breakdown and the percentage completion referenced in this Requisition are accurate;
- (d) all payments requested under this Requisition are for TAD Project items (i) which are of a quality and construction acceptable under the TAD Project Plans and the Transaction Documents, and (ii) which have not been previously paid;
- (e) there are no liens outstanding against the site of the TAD Project except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by the Redevelopment Agent;
- (f) _____ is not in default under the Development Agreement or any other Transaction Document to which _____ is a party;
- (g) no Governmental Body has issued the equivalent of a stop order with respect to any portion of the TAD Project; and

The AMOUNT CERTIFIED is payable only to _____ upon presentation of this Requisition to the City. Issuance, payment and acceptance of payment are without prejudice to any rights of the City or the Redevelopment Agent under the Development Agreement.

BY: _____

Name: _____

Title: _____

APPROVED:

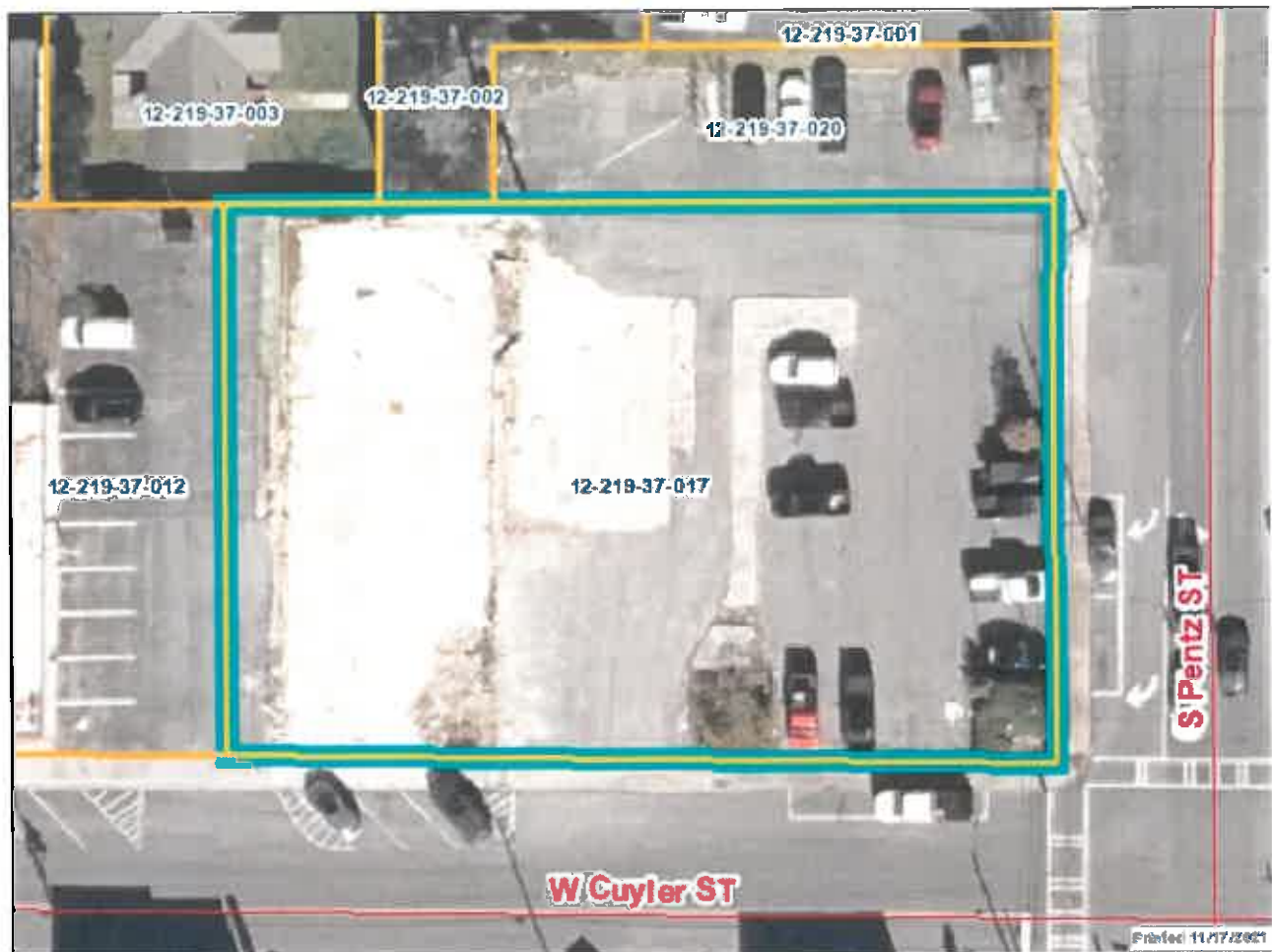
CITY OF DALTON, GEORGIA

BY: _____

EXHIBIT E

SITE

[Attached.]



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	THE CARPENTRY LLC	Legal Description	.51A 204 W CUYLER ST
Year	2021		
Parcel Number	12-219-37-017		
Bill	236471		
Exemption Type			
Account No.	7088722		
Millage Rate	0		
Fair Market Value	90000		
Assessed Value	36000		
Prior Years Tax Data	Tax		



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: July, 18th 2022

Agenda Item: Contract Award - Enviro Trenchless, LLC Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project

Department: Public Works Department

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes - Contract Documents

Cost: \$159,641.00

Funding Source if Not in Budget SP 189 Pipe Lining

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

The City of Dalton Public Works Department recommends awarding the contract mentioned above to Enviro Trenchless, LLC, the lowest bidder. The submission is within allocated budget, and this recommendation comes with a positive recommendation from the Public Works Committee.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**WALNUT NORTH DRAINAGE IMPROVEMENTS -
CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT**

**CITY OF DALTON PUBLIC WORKS
DEPARTMENT PO BOX 1205
DALTON, GEORGIA 30722**

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.


BY: Authorized Officer or Agent
Enviro Trenchless, LLC

6-13-22
Date

7/17/2014

Authorization Date for EEV Program
799210

Contractor Name

Glenn Fowler

Title of Authorized Officer or Agent of Contractor

President

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 13 day of June, 20 22


Notary Public

My Commission Expires: 07-16-2026

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared Glenn Fowler (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of Enviro Trenchless, LLC (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the Walnut North Drainage Improvements - Centrifugally Cast Concrete Pipe Lining Project. Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 13th day of June, 2022.

Company Officer:

[Signature]

By

Glenn Fowler

Print


Sworn to and subscribed before me,
this 13 day of June, 2022.

[Signature]

Notary Public



CONTRACT ADDENDUM


Glenn Fowler, President
Enviro Trenchless, LLC

ADDENDUM NO.: 001

DATE ISSUED: THURSDAY, JUNE 2, 2022

BID DATE: WEDNESDAY, JUNE 15, 2022

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Please include revised bid form dated June 2, 2022 in published addendum No. 001 located on page five (5) of Thirteen (13) in sealed bid submission.
2. Submit any additional questions to City Project Manager by Tuesday, June 7th by 2:00 PM to be clarified by Owner/City within published Addendum No. 002 of which, will be provided by 2:00 PM on Wednesday, June 8th. Publishing of Addendum No.002 is contingent upon additional information requested by prospective bidders.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. What is the pipe size for Bid Item 6 (XX)?
 - Please refer to revised bid form dated June 2, 2022 included in published addendum No. 001 dated June 2, 2022. Line items for 54" & 63.06" x 30" pipes have been added as additional line items respectively.
2. The drawing for 705 Valley Dr shows a 54" pipe, but I don't see any bid items for 54" pipe (lining, cleaning, or TV).
 - Please refer to revised bid form dated June 2, 2022 included in published addendum No. 001 dated June 2, 2022. Line items No. five (5), fourteen (14), and nineteen (19) have been added for services respective to the 54" diameter pipe located at 705 Valley Drive as shown in "Figure Six (6)" of 'Exhibit B' in published request for proposals.
3. The bid form has no quantities shown. What quantities are we to use for our extension pricing?
 - Please refer to revised bid form dated June 2, 2022 published in addendum No. 001 for populated quantities.
4. The specs say that the Mobilization bid item will be paid per each work order issued.
 - Mobilization will only be paid in one (1) lump sum for entire contract.
5. How many pipes will be considered a work order?
 - All six (6) pipes included in the scope of work will be issued as one (1) work order.

6. Are the 6 pipes shown in the drawings a single work order?
 - Please refer to question six (6) regarding details pertaining to issued work order.
7. Will the Owner provide a current plan holder's list for this project?
 - Please refer to page six (6) of thirteen (13) of published Addendum No. 001 for official plan holders list following the mandatory pre-bid meeting held on June 1, 2022.
8. Will the Owner provide the anticipated NTP date for this project?
 - The anticipated notice to proceed (NTP) date will be during the first full week of July (July 3rd – July 9th).
9. Does the Owner plan to issue a bid form with quantities that match the proposed work detailed in Exhibit B?
 - Please refer to revised bid form No. 001 included in published addendum dated June 2, 2022.
10. Will the Owner confirm this project's scope as it relates to the drawings in Exhibit B?
 - Drawings published within the original request for proposals specify location as well as dimensions of pipes used within the populated revised bid form dated June 2, 2022 attached to the published addendum No. 001.
11. Should Bidders assume the 'Pipe Length' footage & 'Pipe Height' measurement shown at the bottom right of drawing is the CCCP scope for that particular site?
 - Please refer to response for question ten (10) of published addendum No. 001 for clarification regarding the correlation to specifications provided in 'Exhibit B' and the populated revised bid form.
12. Will all sites be available to the Contractor once NTP is issued?
 - Yes, all easements necessary for work to be performed have been acquired/authorized as of the May 2, 2022 Mayor and Council meeting.
13. Does the Owner have all easements in place to access either end of the pipes scheduled for CCCP?
 - Please refer to question No. twelve (12) of published Addendum No. 001 regarding information pertaining to easements associated with the scope of services requesting proposals.
14. Will the Owner define the diameter for line item 6 (currently shown as XX")?
 - Please refer to question No. one (1) of published Addendum No. 001 regarding information pertaining to line item 6 of original bid proposal form within request for proposals.
15. Will the Owner define the thickness for structure lining (items 12 & 13)?
 - Structure lining items included in original bid proposal form have been removed from the scope of work for the request for proposals.
16. Will the Owner add a line item for heavy cleaning?
 - Owner requests prospective bidder(s) incorporate associated costs of any cleaning required be incorporated within line items nineteen (19) – twenty-three (23) of revised proposal form included within published Addendum No. 001 dated June 2, 2022.
17. How will the Owner determine award of this contract as the current bid form does not total for comparison?
 - The Owner will award the contract to the lowest bidder. In the case that the

- lowest bidder is determined by the Owner to not meet minimum qualification requirements specified within the original request for proposals (RFP), the contract will be awarded to the lowest bidder in ascending order of which meets specified requirements respectively.
18. Will the Owner define the qualifications and/or installation history an installer must show to verify the necessary experience with the product they propose for rehab? The current specification appears to leave the Owner open to Bidders with no experience being allowed to perform this work leaving the Owner open to problems with unqualified Contractors. We would suggest a minimum of 3 years installation & ten (10) projects involving the installation of the name brand product the Bidder is proposing. Projects should total at least 7,500 LF of horizontal pipe 30" and larger.
- There are no specified additional qualification requirements other than specified in published request for proposals. Please refer to response to question No. seventeen (17) for clarification on the procedure for awarding contract.
19. In Exhibit B a 54" CMP pipe is identified on Valley Dr, would the owner/engineer add and additional pay item to the bid form for the 54" line to cover lining and cleaning & CCTV inspection?
- Please refer to question No. two (2) of published Addendum No. 001 dated June 2, 2022 regarding information pertaining to line items for servicing the 54" diameter pipe located at 705 Valley Drive as shown in "Figure Six (6)" of 'Exhibit B' in published request for proposals.
20. Would the owner/engineer identify the location on Exhibit B where the structures are located for rehabilitation?
- Please refer to question fifteen (15) of published Addendum No. 001 dated June 2, 2022 for clarification on structure lining within the scope of work of the request for proposals.
21. Would the owner/engineer consider accepting either spin cast or CIPP for the 30" and 36" CMPs an approved method due to the limited access on the smaller diameters?
- No other restoration alternatives to the scope specified in the request for proposals will be accepted.
22. Will Owner clarify responsibilities pertaining to repair of any damages caused to property while completing the scope of work specified in the request for proposals.
- Owner/City will conduct any necessary repairs to property of which are caused from performing the scope of work specified in the request for proposals, examples being damages caused to landscaping, and any damages to paved driveways within the limits of the temporary construction easement. Contractor will be responsible for removal of any debris cleared from pipes during the restoration process. Contractor will be liable for any negligent or unnecessary damages to property.

DOCUMENTATION

ATTENTION

1. Please refer to page five (5) of thirteen (13) for revised bid form requiring contractor entries for bid submittal.

Revised Bid Form Clarification

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

**REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT**

CENTRIFUGALLY CAST CONCRETE LINING CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS		\$
Pipe Lining					
2	30" Centrifugal Spin - 1.0 Thickness	163	LF		\$
3	36" Centrifugal Spin - 1.0 Thickness	79	LF		\$
4	48" Centrifugal Spin - 1.0 Thickness	161	LF		\$
5	54" Centrifugal Spin - 1.0 Thickness	112	LF		\$
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF		\$
Miscellaneous Items					
7	Flowable Fill	20	CY		\$
8	Flow Diversion	1	EA		\$
9	Bypass Pumping	1	LS		\$
10	Invert Repair	615	LF		\$
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF		\$
12	Cleaning Pipe- 36"	79	LF		\$
13	Cleaning Pipe- 48"	161	LF		\$
14	Cleaning Pipe- 54"	112	LF		\$
15	Cleaning Pipe- 63.06" x 30.00"	100	LF		\$
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF		\$
17	CCTV Inspection- 36"	158	LF		\$
18	CCTV Inspection- 48"	322	LF		\$
19	CCTV Inspection- 54"	224	LF		\$
20	CCTV Inspection- 63.06" x 30.00"	200	LF		\$
PROJECT TOTAL				\$	

1. Mobilization:

- a. For mobilization, bid entry shall incorporate a lump sum for mobilization for all pipes & locations.

2. Pipe Lining:

- a. Required thickness specified by Owner is one (1.0) inch. Due to this, line items pertaining to "add Cost Per 0.5" Thickness" have been removed in revised bid form. Quantities entered by Owner on revised bid form are from lengths specified in project visuals in 'Exhibit B' of published request for proposals.

3. Miscellaneous Items:

- a. For Line Item seven (7), Flowable Fill estimated quantity has been provided bid entry.
- b. For Line Item eight (8), Flow Diversion quantity pertains to the one (1) location of which the pipe included in published request for proposals conveys a perennial stream. Please refer to "Figure Six (6)" in 'Exhibit B' of published request for proposals for location details.
- c. For Line Item nine (9), Bypass Pumping has been consolidated to one-line item.
- d. For Line Item ten (10), Invert Repair quantities listed in revised bid form reflect the total linear feet of pipes included within the published request for proposals.

4. Pipe Cleaning:

- a. For Pipe Cleaning, please account for any and all cleaning services required.

5. Pre & Post Pipe Inspection:

- a. Quantities provided in revised bid form incorporate the required linear feet to perform two (2) CCTV inspections of each pipe specified in published request for proposals.

6. Project Total:

- a. An additional cell has been included for entry the total cost of bid for the project.

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT

CENTRIFUGALLY CAST CONCRETE LINING					
CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS		\$
Pipe Lining					
2	30" Centrifugal Spin- 1.0 Thickness	163	LF		\$
3	36" Centrifugal Spin - 1.0 Thickness	79	LF		\$
4	48" Centrifugal Spin - 1.0 Thickness	161	LF		\$
5	54" Centrifugal Spin - 1.0 Thickness	112	LF		\$
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF		\$
Miscellaneous Items					
7	Flowable Fill	20	CY		\$
8	Flow Diversion	1	EA		\$
9	Bypass Pumping	1	LS		\$
10	Invert Repair	615	LF		\$
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF		\$
12	Cleaning Pipe- 36"	79	LF		\$
13	Cleaning Pipe- 48"	161	LF		\$
14	Cleaning Pipe- 54"	112	LF		\$
15	Cleaning Pipe- 63.06" x 30.00"	100	LF		\$
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF		\$
17	CCTV Inspection- 36"	158	LF		\$
18	CCTV Inspection- 48"	322	LF		\$
19	CCTV Inspection- 54"	224	LF		\$
20	CCTV Inspection- 63.06" x 30.00"	200	LF		\$
				PROJECT TOTAL	\$

Plan Holders List

The following list is the official plan holders list following the mandatory Pre-Bid Meeting held at 10:00 AM on June 1, 2022 in the Public Works Department's main conference room.

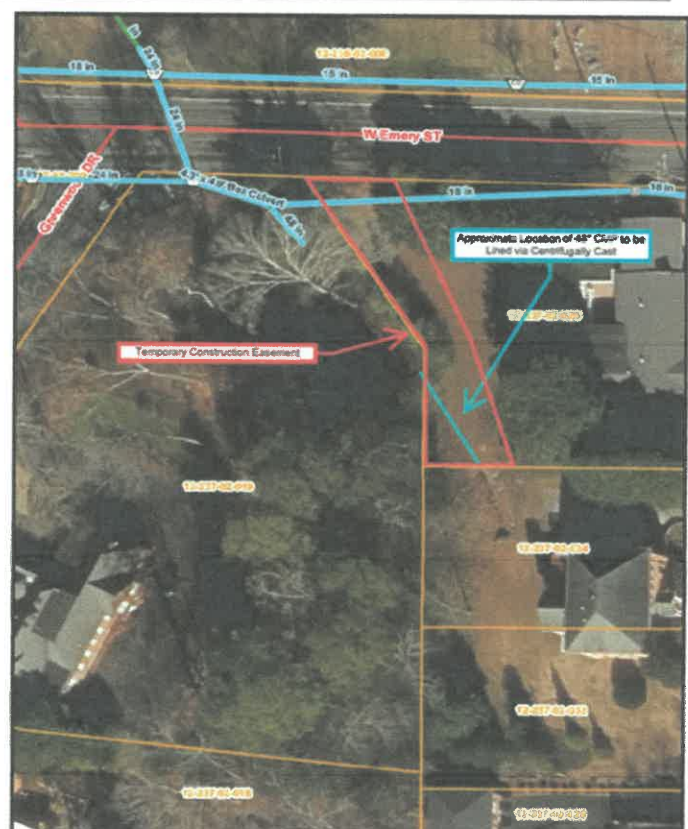
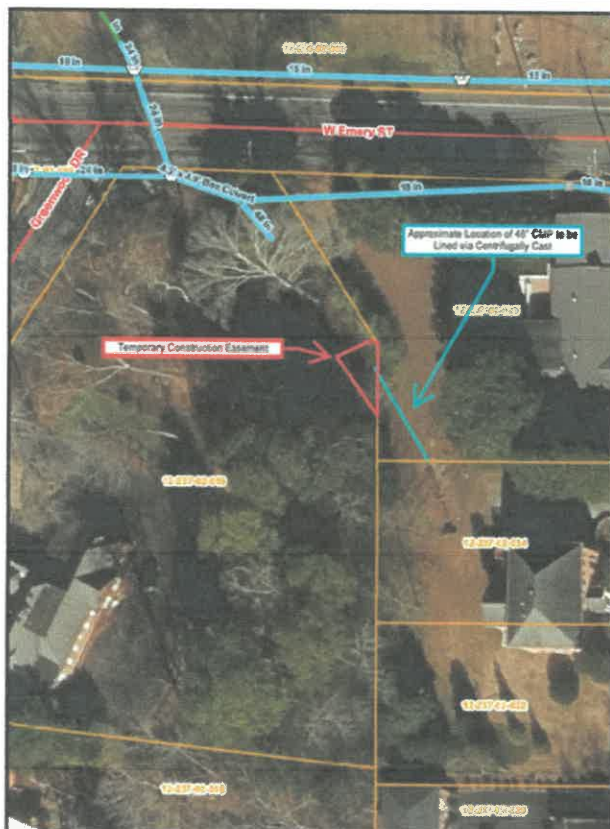
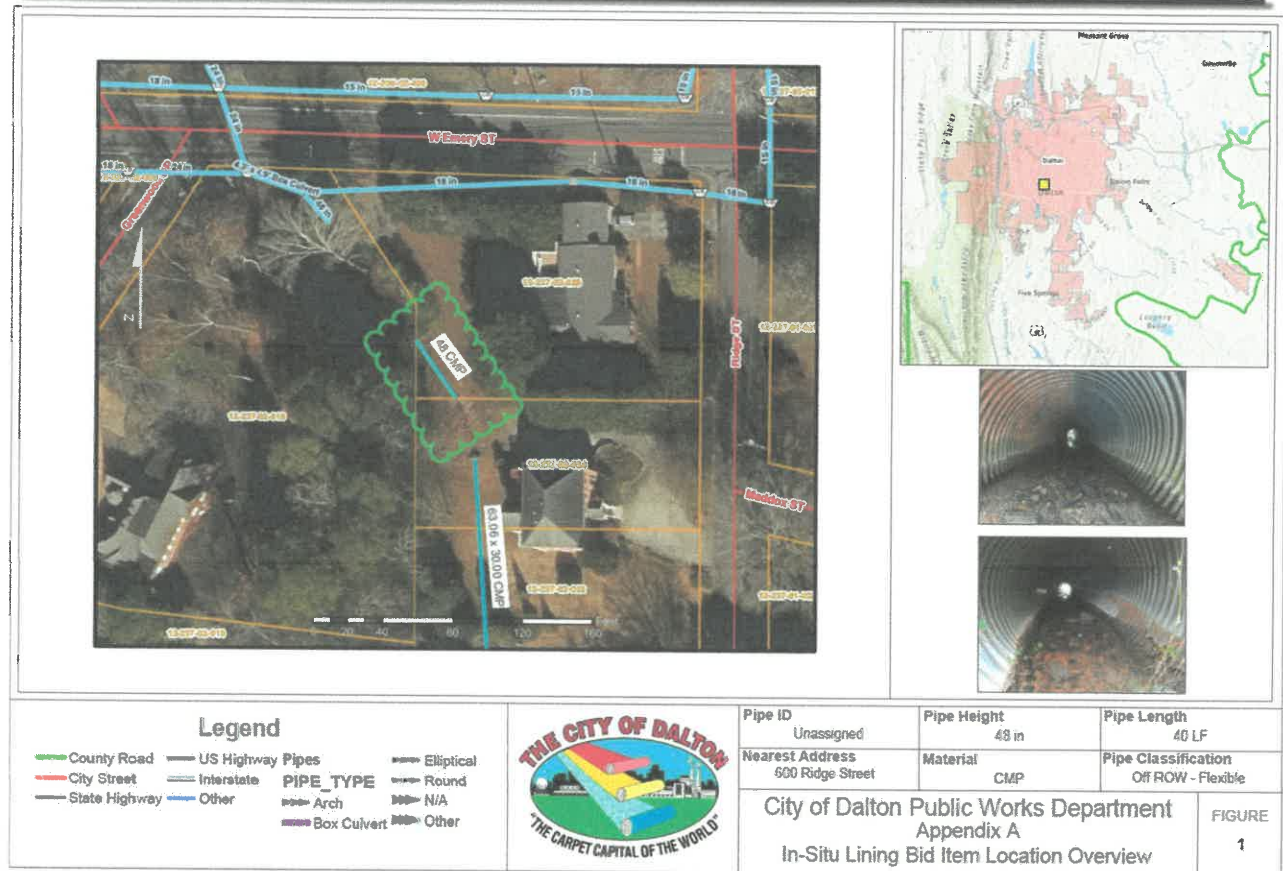
City of Dalton Public Works Department

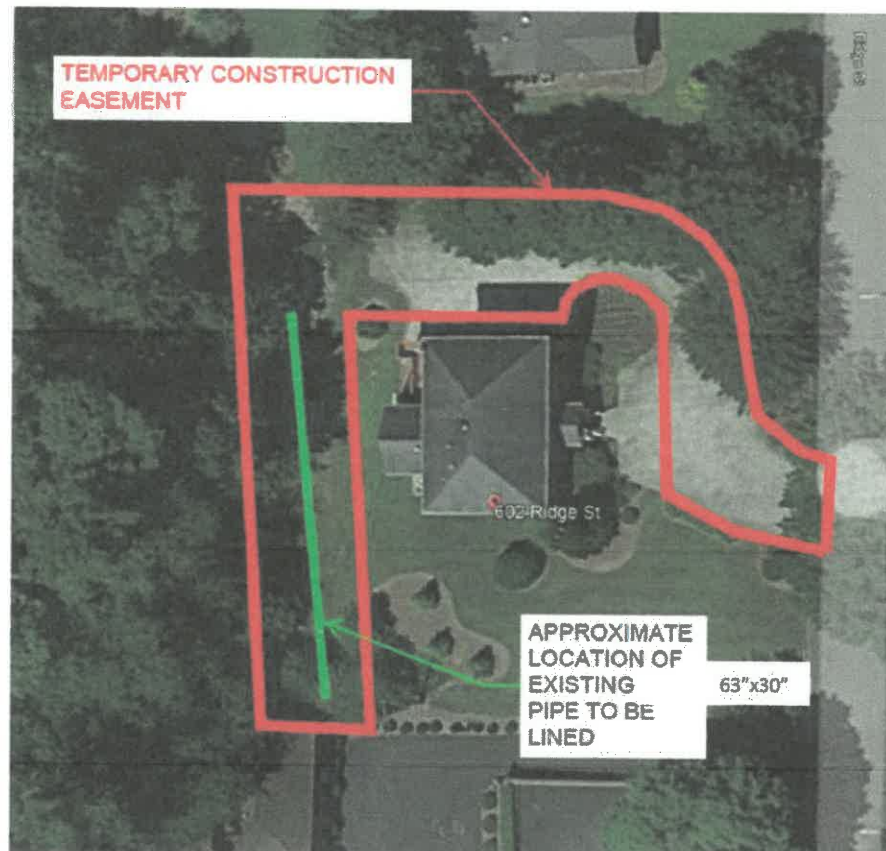
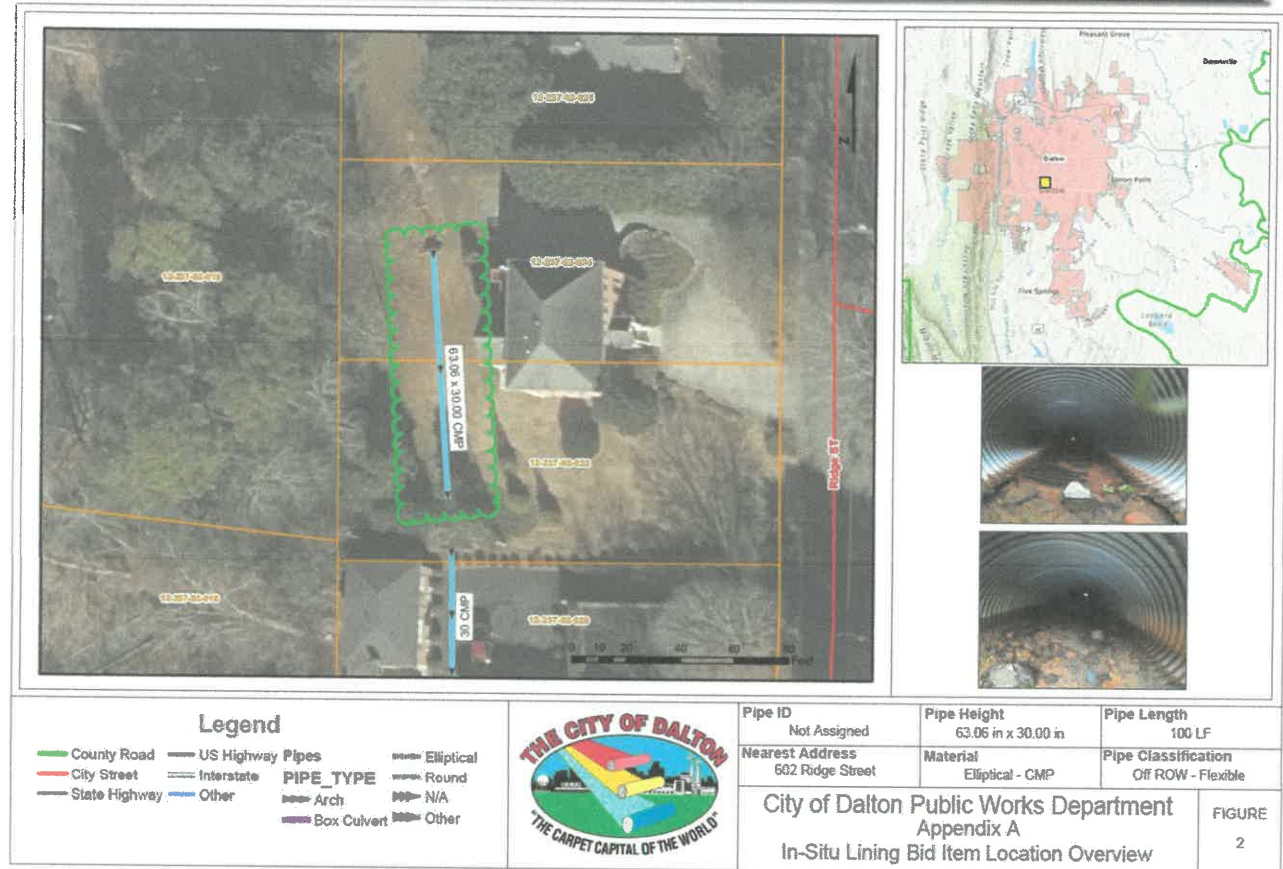
Walnut North Drainage Improvements - Centrifugal Spin Cast Concrete Pipe
Lining Project

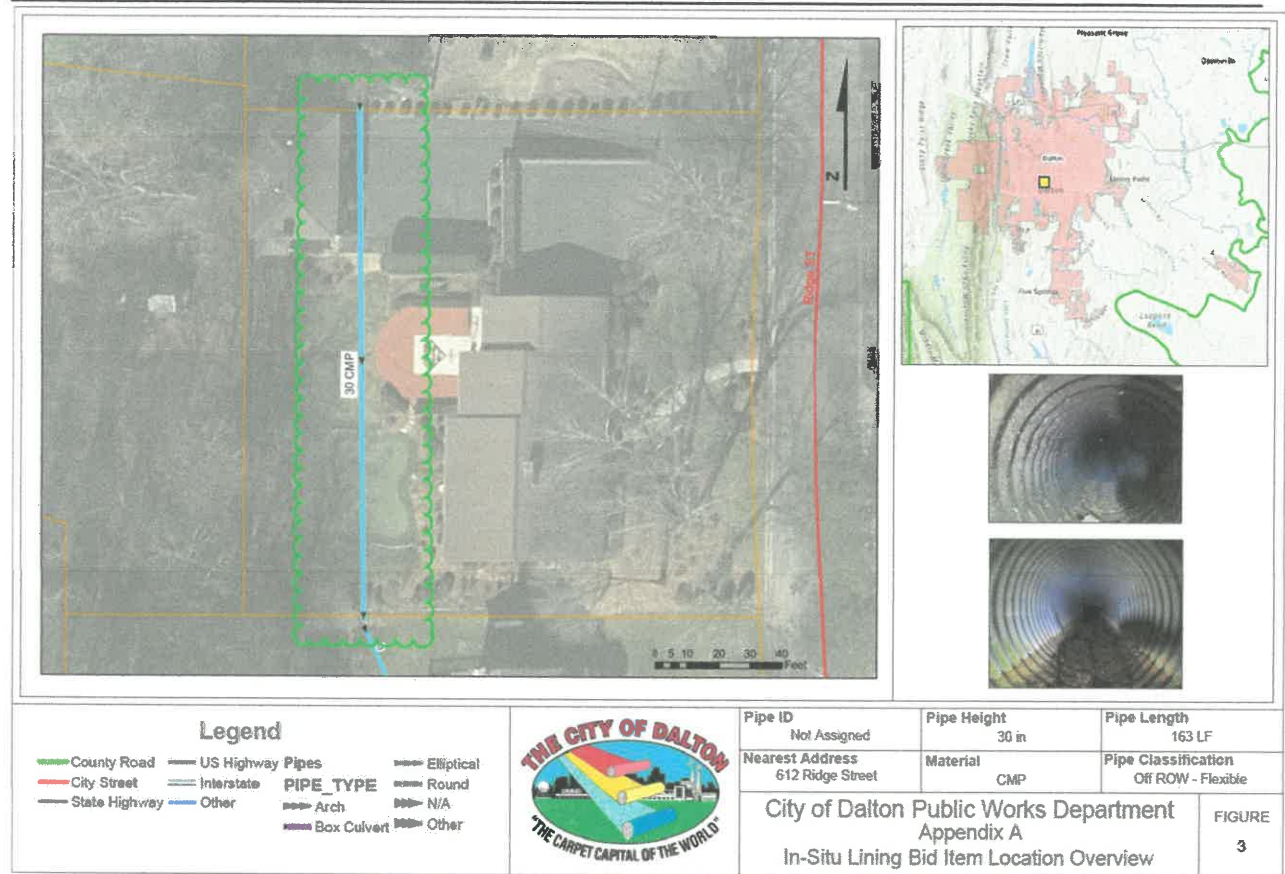
Date & Time: 1st June, 2022 @ 10:00 AM

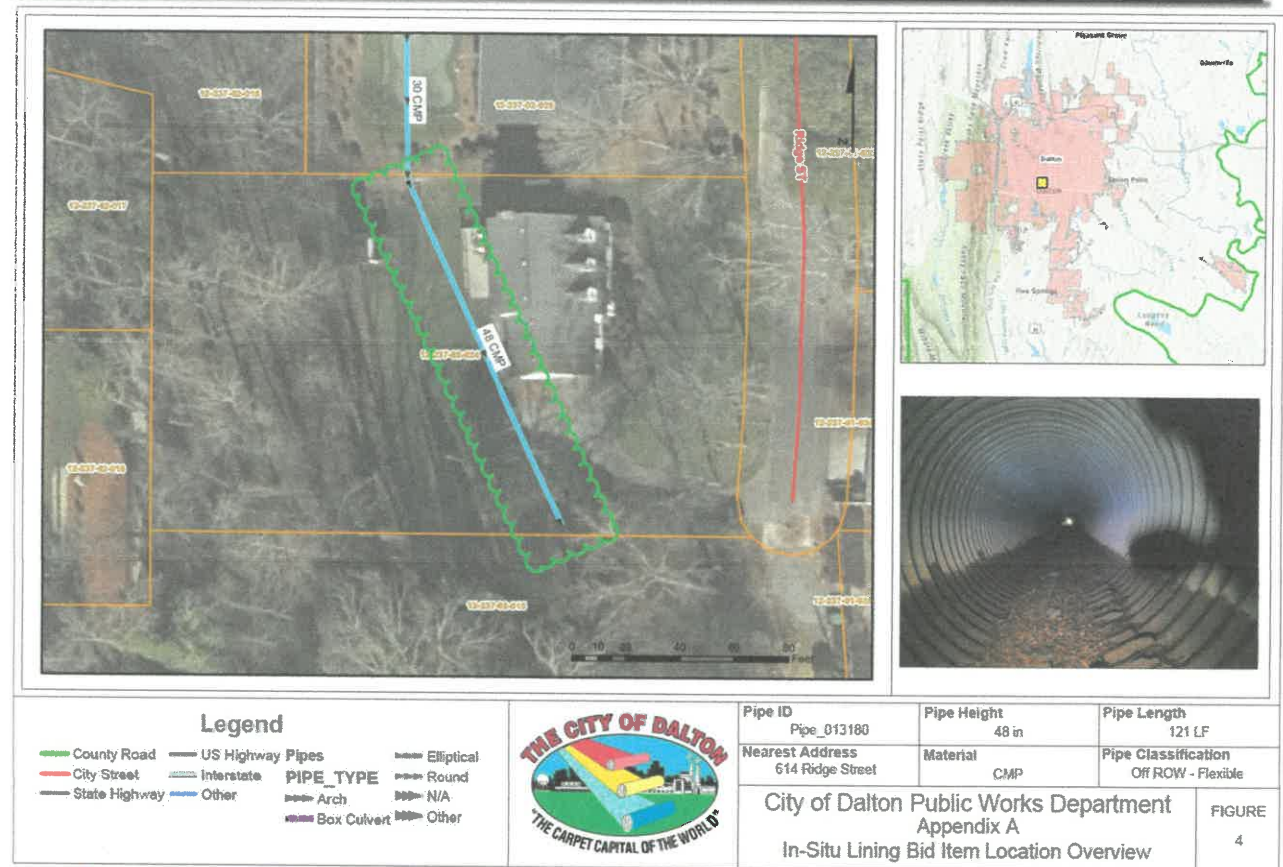
Location: Public Works Department 535 N Elm Street Dalton, Ga 30721

Name	Company	Phone	Email
Chad Townsend	City of Dalton	(706)278-7077	ctownsend@daltonga.gov
Jackson Sheppard	City of Dalton	706-278-7077	jshppard@daltonga.gov
Glean Fowler	Enviro Trenchless, LLC	(478)472-1963	gfowler@envirotrenchless.com
Dalton Sowell	Video Industrial Inc.	205-657-6437	DSOWELL@videoindustrial.com
Maett Jones	ROJK, Inc	770-251-2667	Joe Webb JWEBB@ROJKINC.com
Jacob Nix	Vortex	803-300-2454	jnix@vortexcompanies.com
Kevin Gormeat	Vortex	864.608-8421	kgormeat@vortexcompanies.com
Jake Jenkins	IPR	470 303/001	jjenkins@teamipr.com
Trevor Porter	Chase Reline Inc	423-657-4284	Trevor@chasereline.us
Bobby Chase	Chase Reline Inc	423-834-1798	Bobby@chasereline.us
JANET RAYMOND	UTILITY ASSET MANAGEMENT	478-472-1964	anita@uamonline.com

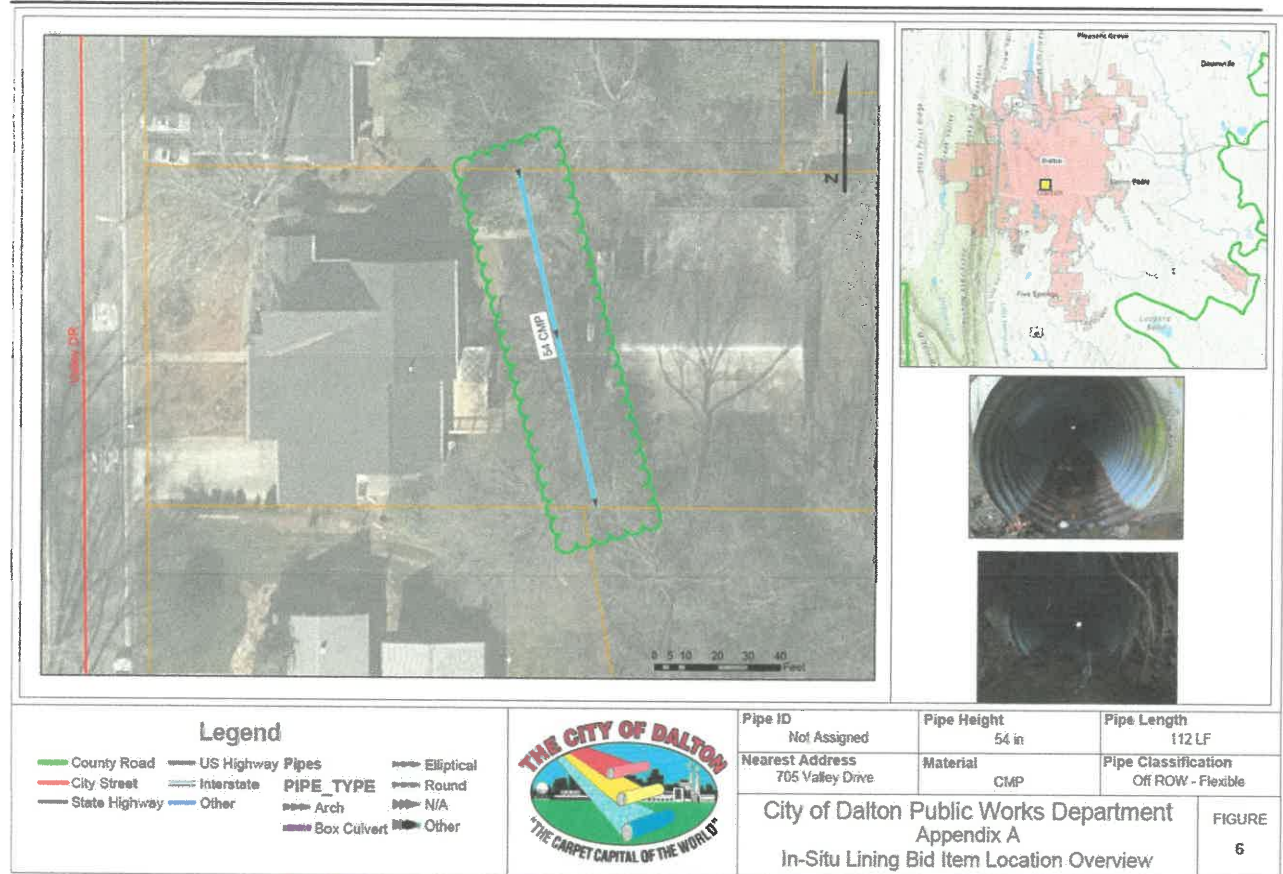


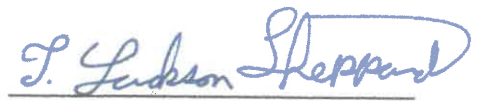












T. Jackson Sheppard, E.I.T
Project Manager

CONTRACT ADDENDUM

ADDENDUM NO.: 002

DATE ISSUED: WENDESDAY, JUNE 8, 2022

BID DATE: WEDNESDAY, JUNE 15, 2022

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department


CONTRACTOR ACTION:

1. (Reiteration from Addendum No. 001) Please include revised bid form dated June 2, 2022 in published Addendum No. 001 dated June 2, 2022 located on page five (5) of Thirteen (13) in sealed bid submission.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. What is the anticipated budget for this three-month contract?
 - The anticipated budget for this project is \$219,169.00
2. Q/A 17 references 'minimum qualification requirements specified within the original request for proposals (RFP)'. Will the Owner please clarify these minimum qualifications (or direct us to the section/page)?
 - Please refer to the second (2nd) and third (3rd) paragraph of the 'Project Description' section of the 'Advertisement for Bids' located on page two (2) of thirty-two (32) within the published Request for Proposals.
3. Will the Owner confirm that the intent of this spray application is not to provide a fully structural repair?
 - The intent of the Project is to improve structural conditions of heavily corroded pipes via installing centrifugally spray-applied, fiber reinforced, pre-packaged cement-based mortar requiring only the addition of potable water at one (1) inch thickness. The cement-based mortar is required to meet ACI and ASTM material strength specifications, and all other properties also stated in the 'Pipe Lining Specifications' section of 'Exhibit A' within the published Request for Proposals. Furthermore, the additional improvements of the Project include, but are not limited to, reduction of the Manning's Roughness Coefficient of each pipe, and


Glenn Fowler, President
Enviro Trenchless, LLC

increased life-span of all pipes within the Project limits following the specified restorations being completed within the published Request for Proposals.



T. Jackson Sheppard, E.I.T
Project Manager

CITY OF DALTON

AGREEMENT FOR CENTRIFUGALLY CAST CONCRETE PIPE LINING SERVICES

THIS AGREEMENT FOR CENTRIFUGALLY CAST CONCRETE PIPE LINING SERVICES is made and entered into on this 18th day of JULY, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Enviro Trenchless, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires for CONTRACTOR to provide centrifugally cast concrete pipe lining services upon certain private property acquired by City for temporary construction easement; and;

WHEREAS, CONTRACTOR desires to provide centrifugally cast concrete pipe lining services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the Project and perform the services specified in the Bid Specifications which is attached hereto as Exhibit "A" and included herein by reference.
2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Documents identified herein above and as may be directed by the Public Works Director.
3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the Project on July 21, 2022 and continue said services through October 13, 2022. The Agreement may be modified to add supplemental work upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT UNIT RATES after completion of the initial scope of work is completed within the contract period.
4. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provided by the Measurement and Payment Specifications attached hereto as Exhibit "B" and incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

5. CONTRACT SUM: The CITY shall pay to CONTRACTOR for all work in accordance with the unit price bid items in the Bid Schedule. Payment will be made for the actual quantities of work performed in compliance with the Specifications and Drawings attached hereto as Exhibit 'B'. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed extensions to the scope of work within the one year period.

6. CITY COVENANTS: CITY covenants & agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the Project. Unless otherwise provided, said CITY representative shall be the Public Works Director.
- (d) to permit access to the subject property by obtaining permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants & agrees:

- (f) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (g) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (h) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;

- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the Project.
- (e) to perform the Project in a safe, careful, and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any property damage to person or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the Project;
- (i) to perform all work on the Project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in performing the work, and complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the Project;

- (p) CONTRACTOR may, at its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except where instead of arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY 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 CITY.

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits; (2)

Employer's Liability:

- a. Bodily Injury by Accident - \$100,000.00
- b. Bodily Injury by Disease - \$500,000.00 policy limit
- c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, nonowned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the Project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the Project. Any subcontractor approved for work on the Project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to:

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

Such notice to CONTRACTOR shall be mailed to: Enviro Trenchless, LLC
ATTN: Glenn Fowler, President
4501 Russell PKWY
Suite 19
Warner Robins, Georgia 31088

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the Project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency unless termination is required on account of emergency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

- (a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
- (b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- (c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) **Complete Agreement; Amendments.** This Agreement 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.
- (e) **Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.
- (g) **Attorney Fees.** In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, and prevails in such action, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.
- (h) **Confidentiality.** All information and documentation regarding the Project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT 'A'

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT

CENTRIFUGALLY CAST CONCRETE LINING					
CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS	\$4,000.00	\$ 4,000.00
Pipe Lining					
2	30" Centrifugal Spin- 1.0 Thickness	163	LF	\$150.00	\$ 24,450.00
3	36" Centrifugal Spin - 1.0 Thickness	79	LF	\$180.00	\$ 14,220.00
4	48" Centrifugal Spin - 1.0 Thickness	161	LF	\$240.00	\$ 38,640.00
5	54" Centrifugal Spin - 1.0 Thickness	112	LF	\$270.00	\$ 30,240.00
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF	\$275.00	\$ 27,500.00
Miscellaneous Items					
7	Flowable Fill	20	CY	\$140.00	\$ 2,800.00
8	Flow Diversion	1	EA	\$1,000.00	\$ 1,000.00
9	Bypass Pumping	1	LS	\$2,000.00	\$ 2,000.00
10	Invert Repair	615	LF	\$10.00	\$ 6,150.00
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF	\$7.00	\$ 1,141.00
12	Cleaning Pipe- 36"	79	LF	\$9.00	\$ 711.00
13	Cleaning Pipe- 48"	161	LF	\$12.00	\$ 1,932.00
14	Cleaning Pipe- 54"	112	LF	\$13.50	\$ 1,512.00
15	Cleaning Pipe- 63.06" x 30.00"	100	LF	\$15.00	\$ 1,500.00
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF	\$1.50	\$ 489.00
17	CCTV Inspection- 36"	158	LF	\$1.50	\$ 237.00
18	CCTV Inspection- 48"	322	LF	\$1.50	\$ 483.00
19	CCTV Inspection- 54"	224	LF	\$1.50	\$ 336.00
20	CCTV Inspection- 63.06" x 30.00"	200	LF	\$1.50	\$ 300.00
				PROJECT TOTAL	\$ \$159,641.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: July, 18th 2022

Agenda Item: CSX Preliminary Engineering Agreement – North Thornton Avenue Sidewalk Project

Department: Public Works Department

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$15,000+ (CSX Preliminary Estimate Subject to Change)

Funding Source if Not in Budget SP 157

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

See attached document.

The Agreement above has a positive recommendation from the Public Works Committee.

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of July, 18th, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **City of Dalton**, a body corporate and political subdivision of the state of **Georgia** (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Roadway Improvements to include, curbing, gutter, storm drain and sidewalk N. Thornton Ave adjacent to CSXT including at grade crossing W. Tyler Street in Dalton, Whitfield County, GA; DOT 340551V MP 0WA-99.79, Atlanta Zone, W & A Subdivision (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$15,000** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight

carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: City of Dalton
300 W. Waugh Street
Dalton, Georgia 30722
Attention: Chad Townsend

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Whitfield County, Georgia, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Whitfield County, Georgia.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Project: Dalton, Whitfield County, GA
N. Thornton Ave Improvements adjacent to CSXT
DOT 340551V, W & A Sub, MP 0WA-99.79
OP No. TBD

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF DALTON

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Name: Todd Allton

Title: Project Manager II – Public Projects

Project: Dalton, Whitfield County, GA
N. Thornton Ave Improvements adjacent to CSXT
DOT 340551V, W & A Sub, MP 0WA-99.79
OP No. TBD

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Dalton, Whitfield County, GA N. Thornton Ave Improvements adjacent to
CSXT DOT 340551V, W & A Sub, MP 0WA-99.79

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check
or associated ACH/EFT payment info, along with this form via email/mail to:

**Todd Allton
Project Manager II - Public Projects
1590 Marietta Blvd NW
Atlanta, GA 30318
Todd.Allton@csx.com
Stephanie.Williams@csx.com
404-350-5134**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount
