



**MAYOR AND COUNCIL MEETING
MONDAY, SEPTEMBER 20, 2021
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

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

Minutes:

1. Mayor and Council Minutes of September 7, 2021

Unfinished Business:

2. Second Reading - Ordinance 21-18 - An Ordinance to Make Technical Amendments to That Ordinance of The City of Dalton Adopting Article VI "Franchise Fees" of Chapter 118 "Utilities" of The Revised Code of the City of Dalton; To Provide an Effective Date; To Repeal Any Contrary Provisions Heretofore Adopted; To Provide for Severability; And for Other Purposes

New Business:

3. Traffic Control Change - One-Way Southbound for W Hamilton Alley between W Cuyler Street & Morris Street
4. Traffic Control Change - One-Way Westbound for Richardson Street between Jones Street and Trammell Street
5. Virtru Subscription Agreement for City Email Encryption Service
6. Resolution 21-08 To Provide Staggered Terms for Current Members of The Development Authority of The City of Dalton In Accordance with The Georgia Development Authorities Law
7. Croy Engineering Task Order #5 for Update of the Stormwater Pollution Prevention Plan (SWPPP) at Dalton Municipal Airport
8. Resolution 21-09 A Resolution Authorizing the Negotiation, Execution, and Delivery of Lease No. 008- 0849118-300 Dated August 30, 2021 (the "Lease"), between City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and Prescribing other Details in Connection Therewith for 65 GPS Golf Cart Units for Nob North Golf Course

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 7, 2021

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

CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the Agenda dated September 7, 2021 with the exception of Item #6 entitled Resolution 21-07 Consideration of Letter of Intent to extend lease of Dalton Aircraft, LLC., which was removed from the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of August 16, 2021.

On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

PROCLAMATION - MR. NORBERTO REYES DAY - SEPTEMBER 7, 2021

The Mayor and Council proclaimed September 17-23, 2021 as Norberto Reyes Day in honor of his incredible contributions to our city and his motto that Dalton is one community, not a divided community.

Many of Mr. Reyes family and friends were in attendance.

ORDINANCE 21-18 - FIRST READING - AN ORDINANCE TO MAKE TECHNICAL AMENDMENTS TO ARTICLE VI "FRANCHISE FEES"

The Mayor and Council held a first reading of Ordinance 21-18 to Make Technical Amendments to That Ordinance of The City of Dalton Adopting Article VI "Franchise Fees" Of Chapter 118 "Utilities" of The Revised Code of The City of Dalton; To Provide an Effective Date; To Repeal Any Contrary Provisions Heretofore Adopted; To Provide for Severability; And for Other Purposes. CFO Cindy Jackson stated these are technical amendments as required by Georgia Power, and the ordinance will also change the start date of imposition of franchise fee from 07-01-2021 to 10-01-2021.

FY21 GENERAL FUND BUDGET AMENDMENT #3

CFO Cindy Jackson presented FY21 General Fund Budget Amendment #3 to incorporate various contracts adopted, adjust projected to actual for period certain, other agency funding, and costs associated with COVID outreach and treatment initiative. They are as follows:

- (1) Sales tax (\$483,000) and TAVT (\$87,000) actual revenue exceeded budget through July collections
- (2) Actual transfer fee per Dalton Utility audit below amount budgeted
- (3) Commercial Package insurance actual over budget \$13,570
- (4) Bonus paid to employees that did not receive hazard pay (\$1,000 each 2 pro-rated)
- (5) Contract approved on 8/16/21 with the Mercer Group for Recreation Director search for \$21,600; Fee charged by VALIC when switching to Empower for DCP \$2,500
- (6) Result of increasing the amortization period from 10 to 20 years for City's defined benefit pension plan
- (7) Services and expenses for COVID outreach in Latino community approved at Finance Committee meeting 8/12/21
- (8) Services and expenses to cover COVID outreach at Hamilton Medical & Convention Center
- (9) Services and expenses to cover Dalton State College vaccination event
- (10) Funding for the Thrive Regional Partnership approved at the Finance Committee meeting on 8/12/21
- (11) Donation to Junior Achievement
- (12) Funding approved 3/16/20 for participation in the Georgia Young Gamechangers – funds not required until 2021
- (13) Funding approved 12/7/20 for construction of facility at Burr Park – funds not required until 2021
- (14) Dalton Utility rate differential from City to County water residents to cover maintenance cost of City hydrants
- (15) Miscellaneous costs including Public Service Announcement cost of \$4,175 associated with COVID outreach initiative
- (16) Donation pledge from Community Foundation for COVID efforts

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the Amendment. The complete Amendment is a part of these minutes. The vote was unanimous in favor.

ORDINANCE 21-19 THE REQUEST OF JEVORIS BLACKWELL TO REZONE FROM MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL (R-3) TO NEIGHBORHOOD COMMERCIAL (C-1)

The Mayor and Council reviewed Ordinance 21-19 The request of JeVoris Blackwell to rezone a tract of land totaling 0.13 acres located at 840 McAfee Street. Parcel (12-218-02-069) from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1). On the motion of Council member Crews, second Council member Harlan, the request was approved. Mayor Pennington, Council member Crews and Harlan voted aye, Council member Goodlett recused himself.

RESOLUTION 21-07 - CONSIDERATION OF LETTER OF INTENT TO EXTEND LEASE OF DALTON AIRCRAFT, LLC.

This item was removed from the agenda.

ROOF REPLACEMENT FOR DFD STATION 2

Chief Todd Pangle presented a request for replacing the current roof covering at station 2 located on Abutment Road by Alpha Commercial Roofing in the amount of \$73,019.42. On the motion of Council member Goodlett, second Council member Harlan, the request was approved. The vote was unanimous in favor.

TASK ORDER 001A – AMENDMENTS TO PROFESSIONAL SERVICES TASK ORDER 001 WITH ARCADIS U.S., INC. FOR PRATER ALLEY AREA DRAINAGE STUDY

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved Task Order 001A in the amount of \$57,605.00 to be paid out of the 2015 SPLOST. Public Works Engineer Jackson Shepherd stated the Order will address the development of construction plans for a new detention pond on the property adjacent to City Hall. The vote was unanimous in favor.

CHANGE ORDER 001 TO PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ASSOCIATES LAND SURVEYING, LLC FOR THE CITY OF DALTON AQUATIC CENTER ADDITIONAL SURVEY

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved Change Order 001 to Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center Additional Survey to facilitate the design of the Aquatic Center in the amount of \$8400.00. The vote was unanimous in favor.

RATIFICATION OF MOU BETWEEN THE CITY OF DALTON AND WHITFIELD COUNTY

The Mayor and Council reviewed a Memorandum of Understanding between the City of Dalton and Whitfield County for the distribution and administration of Monoclonal Antibody Therapy to address medical cases of Covid 19 within the inmate population in the Whitfield County Correctional Center. On the motion of Council member Crews, second Council member Harlan, the Mayor and Council ratified the agreement. The vote was unanimous in favor.

APPOINTMENT – PUBLIC SAFETY COMMISSION

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council appointed Alex Brown to the Public Safety Commission to fill an unexpired 5-year term to expire December 31, 2025 that was previously held by Dr. Luis Viamonte. The vote was unanimous in favor.

Mayor and Council
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ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was
Adjourned at 6:29 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9-20-21

Agenda Item: 2nd Reading - Ordinance for Amendment to Franchise

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$0

Funding Source if Not in Budget N/A

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

Ordinance 21-18 - Second Reading - An Ordinance to Make Technical Amendments to That Ordinance of The City of Dalton Adopting Article VI "Franchise Fees" of Chapter 118 "Utilities" of The Revised Code of the City of Dalton; To Provide an Effective Date; To Repeal Any Contrary Provisions Heretofore Adopted; To Provide for Severability; And for Other Purposes.

**ORDINANCE
NO. 2021-18**

AN ORDINANCE TO MAKE TECHNICAL AMENDMENTS TO THAT ORDINANCE OF THE CITY OF DALTON ADOPTING ARTICLE VI “FRANCHISE FEES” OF CHAPTER 118 “UTILITIES” OF THE REVISED CODE OF THE CITY OF DALTON; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ANY CONTRARY PROVISIONS HERETOFORE ADOPTED; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council in regular session of March 15, 2021, adopted Ordinance No. 21-02 which enacted Article VI “Franchise Fees” of Chapter 118 of the Revised Code of the City of Dalton; and

WHEREAS, it is proper for the City and electrical those franchisees identified in that Ordinance to amend that Ordinance to adopt certain technical amendments for the efficient collection and remittance of the “franchise fees;”

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

-1-

The following is adopted as a substitute for the original Ordinance No. 2021-01 in its entirety nunc pro tunc with the effective date shown below:

An Ordinance Of The City Of Dalton To Adopt Article VI “Franchise Fees” Of Chapter 118 “Utilities” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton To Provide For The Collection Of Franchise Fees For The Use Of City Property And Right-Of-Way For Electrical Services; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, Chapter 118 “Utilities” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the City desires to revise and amend Chapter 118 “Utilities” to provide for the collection of franchise fees for the use of City property and right-of-way for electrical services pursuant to the provisions of the City Charter Article IV,

Section 4-8 (dd) and O.C.G.A. §36-34-2(7);

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-

Chapter 118 “Utilities” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adoption of Article VI “Franchise Fees” and shall read as follows:

Chapter 118 Utilities Article VI – Franchise Fees

Section 118 - 187 through 118 – 199. – Reserved.

Division 1 – Generally

Sec. 118-200. - Permit or franchise fee pursuant to terms of this regulatory Ordinance required prior to installation of and continued maintenance of poles, pipes, etc., on public roads or alleys.

- (a) No person or entity shall install, construct, maintain or cause to be installed, constructed or maintained any pipe, main, conduit, cable, wire, pole, tower, traffic or other signal and other equipment, facilities, appliance, receptacle or sign, in, on, along, over or under the public roads or alleys of the city which are a part of the city's road system without first obtaining either a permit therefor or franchise granted by the City.
- (b) No franchise shall be granted except by adoption by the mayor and city council of a franchise ordinance pursuant to this article. Within such ordinance, a franchise shall be granted for the constructing, maintaining, operating, extending, and use of utility infrastructure such as poles, lines, cables, equipment, pipes, mains, conduits, cables, wires, poles, lines, towers, equipment, and other apparatus in, on, along, over or under the streets, alleys, and other public places of the City within the present and future corporate limits of the City.
- (c) The fees for any franchise shall not be in excess of those as may be authorized by any state or federal regulatory agency where applicable.
- (d) For each sign and each receptacle on the public right-of-way, excepting those used in connection with the collection and delivery of the United States mail or

utility infrastructure under a franchise, there is assessed a fee in the amount established by action of the city council, a copy of which is on file in the office of the city clerk.

Sec. 118-201. - Right to select electrical supplier.

Nothing contained in this Article shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may be provided by law.

Sec.118-202. - Amendments.

The City may enter into such additional agreements with respect to the streets, alleys, and public places of the City as the City and any electric service franchisee may deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this Article, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

Sec. 118-203. - Acceptance.

Unless another form of acceptance is specified in this ordinance with respect to an electric service franchisee, the electric service franchisee's installation of the Facilities or continued use of existing Facilities after adoption of this ordinance shall form a contract between the electric service franchisee and the City.

Sec. 118-204. - Conflicting provisions.

All laws and ordinances, and all prior agreements between the electric service franchisee and the City with respect to the electric service franchisee's use of the City's streets, alleys, and public places, in actual conflict herewith shall stand repealed and terminated, respectively, upon the passing of this ordinance and the franchisee's acceptance of the franchise as provided for herein, provided, however, the franchisee shall retain all rights with respect to any easement or other property right, other than a franchise, previously granted.

Secs. 118-205 through 118-209. - Reserved.

Division 2. – North Georgia Electric Membership Corporation

Sec. 118-210. - Grant of franchise.

The authority, right, permission and consent are hereby granted to North

Georgia Electric Membership Corporation (hereinafter sometimes referred to as "North Georgia EMC"), its successors, lessees and assigns (the "Company"), subject to the terms and conditions set forth hereinafter for a period of 35 years, to occupy and use the streets, alleys and public places of the City within the present and future limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections and other apparatus (collectively, the "Facilities") for any business or purpose, including transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to ensure safe and efficient service.

Sec. 118-211. - Payment of franchise fees required.

- (a) Beginning October 1, 2021, the use by the Company of the streets, alleys, public places and other property of the City for the operation of the Facilities, and the grant of the requisite street franchise rights, shall incur the payment of franchise fees pursuant to this chapter, and continued use and occupancy of such City property for said purpose without payment of such franchise fees will violate the Ordinance, and the City shall be entitled to enforce compliance with this chapter by appropriate proceeding at law or in equity.
- (b) If not paid by the due date, unpaid franchise fees shall accrue interest at the rate of seven (7%) percent per annum but not to exceed the maximum authorized by Georgia law.

Sec. 118 - 212. - Terms and conditions.

The rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions:

- (a) The Company shall pay to the City (1) on or before the first day of April of the first year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served under residential and commercial rate schedules within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to all of the Company's customers served under industrial rate schedules within the corporate limits of the City during the period beginning on the first day of the month following granting of this franchise and ending on December 31 of such preceding calendar year and (2) on or before the first day of April of each subsequent year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served under

residential, commercial, and industrial rate schedules within the corporate limits of the City during each preceding calendar year, it being understood that duplicative payments are not contemplated, and further on condition that in the event the City shall grant to any other entity the right to use and occupy the City's property and right-of-way for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof. Notwithstanding the foregoing the Company shall have the option to pay to the City the sums due under this paragraph on a monthly basis.

- (b) All payments shall be accompanied by a summary report prepared by the Company showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the preceding term. Upon the City's request, the Company will make reasonable efforts to work with the City in confirming compliance with the payment requirements of Section 118-212 (a), provide that the Company is not obligated to disclose confidential or trade secret information. Company will accommodate the City in such efforts at such reasonable times as may be requested by the City but not more frequently than once in a three year period.
- (c) The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sale of home appliances, shall operate to reduce to the extent of such tax, fee, charge or imposition the amount due from the percentage of gross sales as provided in subsection (a) of this section.
- (d) The Company shall fully protect, indemnify and save harmless the City from all damages to person or property caused by the construction, maintenance, operation or extension of the Facilities, or conditions of streets, alleys or public places resulting therefrom, for which the said City would otherwise be liable, other than those arising from the City's sole negligence or misconduct or where the City would be immune from liability.
- (e) The Company shall, in constructing, maintaining, operating and extending its Facilities, be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
- (f) The grant of the rights, permission and consents by the City to the Company contained in this chapter are specifically conditioned upon the payment of all sums due the City in accordance with the rate, conditions and payment dates set forth in subsection (a) of this section, and failure by the Company to timely pay the franchise fees required by said subsection (a) of this section may constitute a forfeiture of all rights granted by this Division. In the event that the City maintains that the Company may forfeit its rights, permission, and consents hereunder it shall give the Company not less than thirty (30) days written notice thereof to cure such potential forfeiture. If the City and the Company have not resolved the issue either may seek a declaratory judgment as to forfeitures in the Superior Court of Whitfield County, Georgia.

- (g) For the purposes of this section, the term "Distribution Facilities" or "Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of the ordinance from which this article is derived) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following:
- (i) Electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines");
 - (ii) Poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures");
 - (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures;
 - (iv) Lines, wires, cables, or conductors installed in concrete-encased ductwork; or
 - (v) Network underground facilities.
- (h) In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this subsection (i) shall not affect the amounts paid or to be paid to the City under the provisions of subsection (a) of this section. Notwithstanding the foregoing provisions of this subsection (h), the Company shall not be obligated to relocate, at its expense, any of the following:
- (i) Distribution Facilities that are located on private property (which shall include those located on easements acquired by the Company from persons or entities other than the City) at the time relocation is requested or demanded;
 - (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes);
 - (iii) Distribution facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes;
 - (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation; or
 - (v) Distribution Facilities that do not obstruct or interfere with plans for road widening, the creation of new turn lanes, or acceleration and deceleration lanes.
- (i) The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines,

Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate City projects including the City's five-year capital improvement plan, the City's short-term work program or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to:

- (i) Both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization); and
 - (ii) Both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).
- (j) With regard to each project undertaken by or on behalf of the City for which the Company is not obligated, in accordance with subsection (h) of this section, to pay the cost of relocation, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project.
- (k) Notwithstanding anything herein to the contrary, the Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, on the effective date of this franchise, are not both:
- (i) Within the City limits on the effective date; and
 - (ii) Depicted as being within the City limits on the maps provided to Company and said map shall be available for inspection during business hours in the office of the City Clerk, such maps shall be identical to those submitted to the United States Census Bureau.

Upon request of the Company the City shall confirm an address as reasonably within the City limits.

- (l) Notwithstanding anything herein to the contrary, the Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are annexed to the corporate limits of the City before 90 days after the Company receives written notice from the City that the City intends to annex (or has already annexed) the territory in which said customers are located. To be effective, any such notice must include an electronic map of the annexed areas in a format reasonably acceptable to Company, and identical to the map submitted by the City to the United States Census Bureau.

Sec. 118-213 through 118-219. – Reserved. Division 3. – Georgia Power

Company

Sec. 118-220. - Grant of franchise.

The authority, right, permission and consent are hereby granted to Georgia Power Company its successors, lessees and assigns ("GPC"), subject to the terms and conditions set forth hereinafter for a period of 35 years, to occupy and use the streets, alleys, and public places of the City within the present and future limits of the City as from time to time GPC may deem proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections and other apparatus (collectively, the "Facilities") for any business or purpose, including transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as GPC may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of GPC, to ensure safe and efficient service. The franchise granted herein will become effective upon GPC's written acceptance, within thirty (30) days of the approval of this ordinance, and such acceptance shall form a contract between GPC and the City pursuant to the terms of the franchise.

Sec. 118-221. - Payment of franchise fees required.

- (a) Upon GPC's acceptance of the franchise granted hereunder, the use by GPC of the streets, alleys, public places and other property of the City for the operation of the Facilities, and the grant of the requisite street franchise rights, shall incur payment of franchise fees pursuant to the requirements of Section 118-222 (a) of this chapter, and continued use and occupancy of such City property for said purpose without payment of such franchise fees will constitute a breach of its obligations under said franchise, and the City shall be entitled to enforce its rights under the franchise by appropriate proceeding at law or in equity.

Sec. 118 - 222. - Terms and conditions.

The rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions:

- (a) GPC shall pay to the City (1) on or before the first day of March of the first year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of GPC's customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City, beginning on October 1, 2021 the effective date of this franchise, during the preceding calendar year and four percent (4%) of the gross sales of electric energy to all of the GPC's customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the period beginning on the first day of the

month following the effective date of this franchise and ending on December 31 of such preceding calendar year and (2) on or before the first day of March of each subsequent year thereafter, during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of GPC's customers served under residential, commercial, and industrial rate schedules (as so prescribed) within the corporate limits of the City during each preceding calendar year, it being understood that duplicative payments are not contemplated, and further on condition that in the event the City shall grant to any other entity the right to use and occupy the City's property and right-of-way for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof. Notwithstanding the foregoing, GPC shall have the option to pay to the City the sums due under this paragraph on a monthly basis.

- (b) All payments shall be accompanied by a summary prepared by GPC showing the volume of gross sales for all service summary classifications (residential, commercial, industrial) for the preceding term. Upon the City's request, GPC will make reasonable efforts to work with the City in confirming compliance with the payment requirements of section 118-222 (a), provided that GPC is not obligated to disclose confidential or trade secret information. GPC will accommodate the City in such efforts at such reasonable times as may be requested by the City, but not more frequently than once in a three year period.
- (c) The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sale of home appliances, shall operate to reduce to the extent of such tax, fee, charge or imposition the amount due from the percentage of gross sales as provided in subsection (a) of this section.
- (d) GPC shall fully protect, indemnify and save harmless the City from all damages to person or property caused by the construction, maintenance, operation or extension of GPC's Facilities or conditions of streets, alleys or public places resulting therefrom, for which the said City would otherwise be liable other than those arising from the City's sole negligence or misconduct or where the City would be immune from liability.
- (e) GPC shall, in constructing, maintaining, operating and extending its Facilities be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require GPC to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
- (f) The grant of the rights, permission and consents by the City to the GPC contained in this chapter are specifically conditioned upon the payment of all sums due the City in accordance with the rate, conditions and payment dates set forth in subsection (a) of this section, and failure by GPC to timely pay the franchise fees required by said subsection (a) of this section shall constitute a breach of its

obligations hereunder. In the event that the City maintains that GPC has breached its obligations hereunder, it shall give the Company not less than thirty (30) days written notice thereof to cure such breach prior to pursuing any action to enforce its rights hereunder. If the City and GPC have not resolved the issue, the City will be entitled to enforce its rights under the franchise by appropriate proceeding at law or in equity.

- (g) For the purposes of this section, the term "Distribution Facilities" or "Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of GPC (whether before or after the adoption of the ordinance from which this article is derived) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following:
 - (i) Electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines");
 - (ii) Poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures");
 - (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures;
 - (iv) Lines, wires, cables, or conductors installed in concrete-encased ductwork; or
 - (v) Network underground facilities.
- (h) In the event that the City or any other entity acting on behalf of the City requests or demands that GPC relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then GPC shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. GPC's obligations under this subsection (i) shall not affect the amounts paid or to be paid to the City under the provisions of subsection (a) of this section. Notwithstanding the foregoing provisions of this subsection (h), GPC shall not be obligated to relocate, at its expense, any of the following:
 - (i) Distribution Facilities that are located on private property (which shall include those located on easements acquired by GPC from persons or entities other than the City) at the time relocation is requested or demanded;
 - (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes);
 - (iii) Distribution facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes;
 - (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation; or

- (v) Distribution Facilities that do not obstruct or interfere with plans for road widening, the creation of new turn lanes, or acceleration and deceleration lanes.
- (i) The City and GPC recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of GPC's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and GPC shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and GPC shall communicate in a timely fashion to coordinate City projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget, in an effort to minimize relocation of the GPC's Facilities. Such communication may include, but is not limited to:
 - (i) Both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization); and
 - (ii) Both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).
- (j) With regard to each project undertaken by or on behalf of the City for which GPC is not obligated, in accordance with subsection (h) of this section, to pay the cost of relocation, the City shall pay GPC in advance for the Company's estimated cost to relocate any of GPC's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project.
- (k) Notwithstanding anything herein to the contrary, GPC shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy accruing prior to the effective date of this franchise or to customers living within areas that, on the effective date of this franchise, are not both:
 - (i) Within the City limits on the effective date; and
 - (ii) Depicted as being within the City limits on the maps provided to GPC and said map shall be available for inspection during business hours in the office of the City Clerk; such maps shall be identical to those submitted to the United States Census Bureau.

In addition to said maps, the City shall provide GPC with a list of addresses and such additional information as it shall reasonably require to confirm the location of such customers as within the City limits.

- (l) Notwithstanding anything herein to the contrary, GPC shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are annexed to the corporate limits of the City, before 90 days after GPC receives written notice from the City that the City intends to

annex (or has already annexed) the territory in which said customers are located. To be effective, any such notice must include an electronic map of the annexed areas in a format reasonably acceptable GPC, and identical to the map submitted by the City to the United States Census Bureau.

Sec. 118-223 through 118-229. – Reserved.

-2-

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

-3-

Should 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.

-4-

All contrary provisions of the original Ordinance or parts thereof in conflict herewith are hereby repealed.

-5-

This Ordinance shall be published in two (2) public places in the City of Dalton for five (5) consecutive days after which it shall be deemed effective.

ADOPTED AND APPROVED on the _____ day of _____, 2021
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 Councilmember _____, second by Councilmember _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance DOES/DOES NOT pass.

CITY OF DALTON

By: _____
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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/20/21

Agenda Item: Traffic Control Change - One-Way Southbound for W Hamilton Alley between W Cuyler Street & Morris Street

Department: Public Works

Requested By: Megan Elliott

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:

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@daltonga.gov

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS

ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: One-Way Street

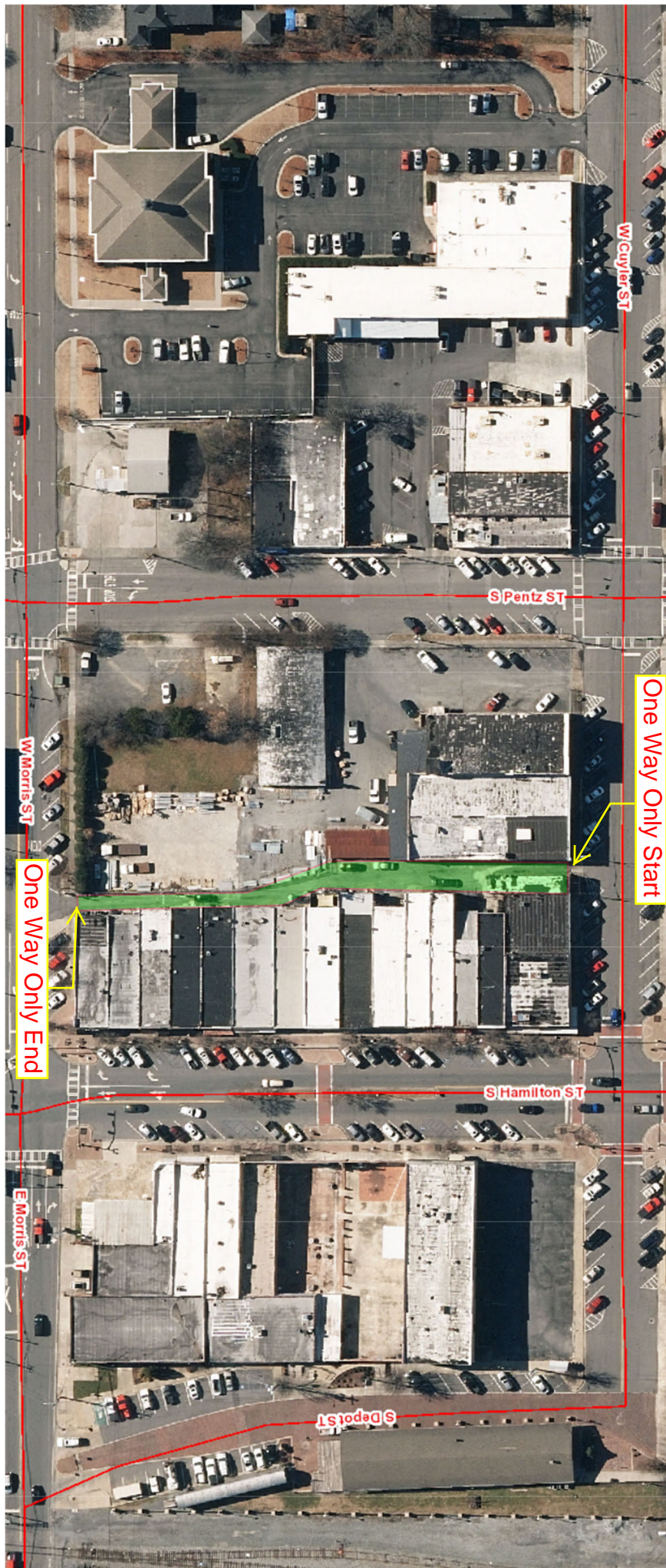
Location: W. Hamilton Alley between W. Cuyler Street and W. Morris Street

Comments: The purpose of this Traffic Control Change is to convert a section of W Hamilton Alley between W Cuyler Street and W Morris Street to a one-way street. Due to the narrow width on the south end and observation of traffic parking in the alley blocking the flow of traffic, and the addition of the Drive-Thru window at the Green Door Market on the north end. The Traffic Division recommends that this section of street be converted to one-way southbound, enter at W Cuyler Street and exit at W Morris Street. If the Traffic Control Change is approved, the Public Works department will install signage.

Date of Approval: _____

Mayor's Signature: _____

09-20-2021





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/20/21

Agenda Item: Traffic Control Change - One-Way Westbound for Richardson Street between Jones Street and Trammell Street

Department: Public Works

Requested By: Megan Elliott

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:

See attached Traffic Control Change and Location Map.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@daltonga.gov

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



DAVID PENNINGTON, MAYOR

CITY COUNCIL MEMBERS
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: One-Way Street

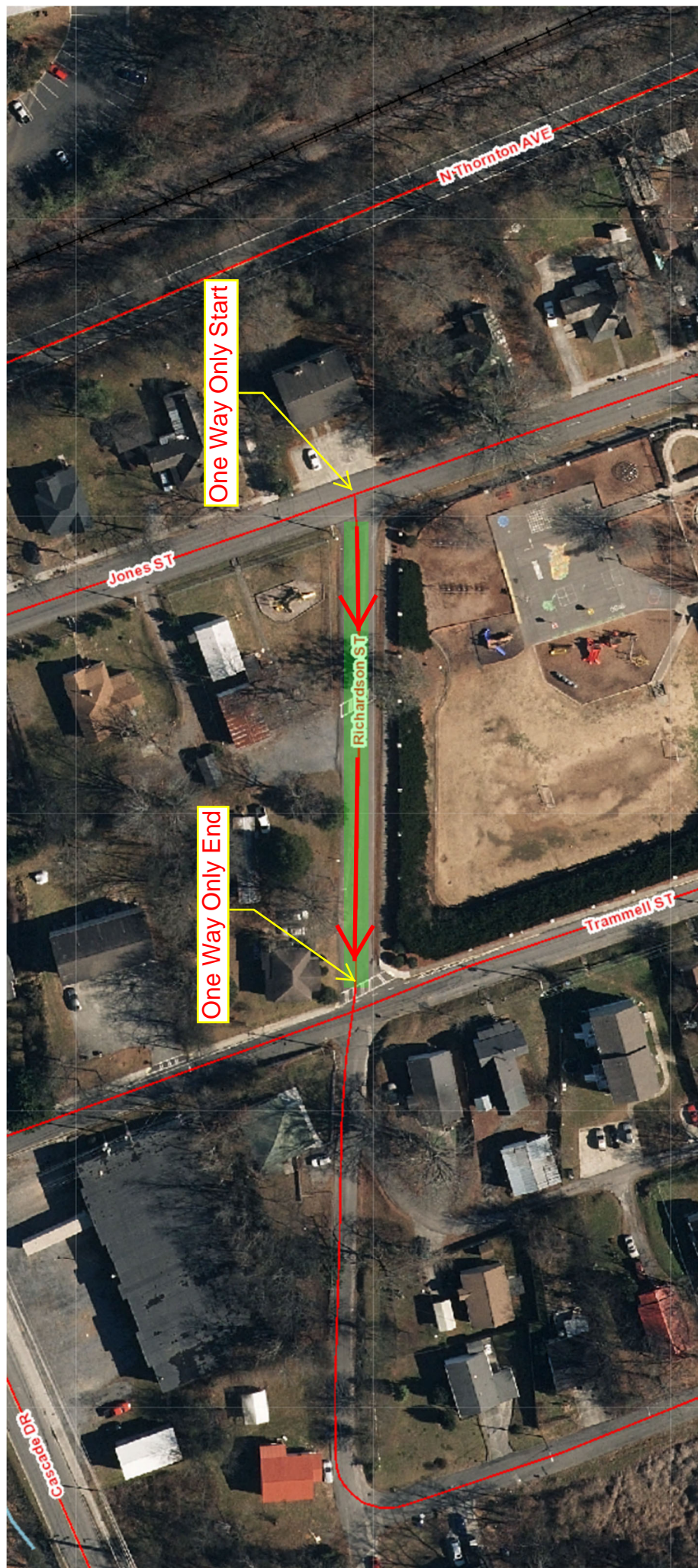
Location: Richardson Street between Jones Street and Trammell Street

Comments: The purpose of this Traffic Control Change is to convert a section of Richardson Street between Jones Street and Trammell Street to a one-way street. The Traffic Division met with the SRO of Westwood Elementary School and observed the traffic flow around the school during pick up and drop off time. If the school traffic will use Trammell Street to Jones Street instead of eastbound on Richardson Street, it allows more vehicles to be in the queue for drop off and pick up traffic. The Traffic Division recommends that this section of street be converted to one-way westbound, enter at Jones Street and exit at Trammell Street. If the Traffic Control Change is approved, the Public Works department will install signage.

Date of Approval: _____

Mayor's Signature: _____

09-20-2021





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: September 20th 2021

Agenda Item: Virtru Encryption

Department: I.T.

Requested By: Jorge Paez

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

Cost: \$23,775 per year

**Funding Source if Not
in Budget** CIP 2021

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

Mayor and Council,
We have been given the task to encrypt all of our city email. I have made the decision, along with several consultants that the best way to achieve this is by contracting with a 3rd party vendor due to the cost of encrypting with Microsoft. Virtru is a privately held company that specializes in digital privacy and data encryption. Over the past 4 months we have had several meetings in which Virtru proved to be the best candidate as far a compliance and ease of use. Approval from April's Finance committee was made for \$25,000 to find and deploy a solution. The initial expenditure will come from CIP, then thereafter it will be an ongoing operating expense on the IT department's budget.

Virtru Subscription Agreement

Terms and Conditions

Last Updated: May 19, 2021

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 “Agreement” means these terms and conditions and any Order Form issued in connection therewith.

1.2 “Customer Content” means the unencrypted information and content Customer and Customer Users create and/or distribute using the Virtru Services.

1.3 “Customer User” means any Customer-authorized employee, contractor, or agent who is permitted to use the Virtru Services in accordance with the terms and conditions of this Agreement.

1.4 “Materials” means the Virtru software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including without limitation any software downloaded from Virtru’s website or from the Virtru Services and any related materials and documentation therefor.

1.5 “Order Form” means the order documentation pursuant to which Customer purchases a subscription to the Materials and/or Virtru Services.

1.6 “Support Services” means the delivery of front-end support and pre- and post-sale deployment services to Customer Users by telephone, email, in-person meetings, or other methods, and the training of Customer Users, in each case relating to the use of the Materials and Virtru Services.

1.7 “Third-Party Services” means any services used in connection with the Materials that are hosted by a party other than Virtru or Customer.

1.8 “Virtru Application Data” means data related to the interaction (or consequence thereof) of Customer or Customer Users with the Materials and Virtru Services that is necessary to operate, improve, and maintain the Virtru Services, including without limitation key access policies (including updates or revisions to those policies), authorized user email addresses, IP addresses, access requests, error reports, crash reports, platform information, sender email addresses, recipient email addresses, encryption keys, message expiration dates and times, and display names for files and email subject lines.

1.8 “Virtru Services” means the Virtru-hosted services made available by Virtru to Customer in connection with the Materials.

2. Rights in Materials and Virtru Services

2.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Virtru grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to (a) install the Materials on Customer’s servers and use the Materials, and (b) access and use the Virtru Services in connection with the Materials, in each case during the Term and solely for Customer’s internal business purposes. Customer must adhere to any seat limitation set out in the Order Form. Each seat may only be used by one Customer User.

2.2 Restrictions. Without Virtru’s prior written consent, Customer shall not: (a) create copies of the Materials or Virtru Services; (b) decompile, disassemble, scrape, or reverse engineer the Materials or Virtru Services, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Services; (c) modify, translate, or create any derivatives based upon the Materials or Virtru Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Materials to any third party; (e) engage in any activity that materially interferes with or disrupts the Virtru Services; (f) remove or alter any copyright, trademark, trade name, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Materials; (g) perform or release the results of benchmark tests or other comparisons of the Materials or Virtru Services with other programs or services; (h) incorporate the Materials or Virtru Services into any other program, product, or service, or use the Materials or Virtru Services to provide similar services or functionality to third parties; (i) provide any third party with access to the Virtru Services, other than as expressly permitted herein; (j) use the Materials or Virtru Services for any unlawful or tortious purpose, including to transmit Customer Content that is illegal or that infringes or misappropriates any third party’s privacy or intellectual property rights; (k) use the Materials or Virtru Services to transmit any viruses, worms, time bombs, Trojan horses, or any other harmful or malicious code; or (l) use the Materials or Virtru Services for any purpose where an accurate

verification of identity has critical or life-threatening consequences. Virtru may disable any Customer User's account that violates the provisions of this Agreement.

2.3 Customer Users. Customer shall ensure that all Customer Users comply with this Agreement. Customer shall be liable for any Customer User's failure to comply with this Agreement.

2.4 Fees; Payment. In consideration of the Virtru's provision of the Virtru Services and Materials, Customer shall make payments to Virtru in accordance with the terms set forth on the Order Form. Unless otherwise set forth in the Order Form, Customer shall pre-pay subscription fees identified in the Order Form for each twelve (12) month period after the Effective Date during the Term in full, in advance prior to the beginning of such period. Unless otherwise provided in an Order Form, Customer shall pay each invoice within thirty (30) days of Virtru's issuance thereof. Sales and use tax, VAT, or GST are Customer's sole responsibility; all fees under the Order Form are exclusive of all such taxes. Notwithstanding the foregoing, if Customer purchases a subscription for the Materials and/or Virtru Services from Virtru's authorized reseller, all payment and invoicing terms applicable to such purchase shall be set forth in the Order Form between Customer and the reseller.

2.5 Third-Party Services. Unless otherwise agreed to in writing between the parties, Customer shall be solely responsible for procuring any Third-Party Services and for complying with any terms and conditions governing those services. Neither this Agreement nor the Privacy Policy shall apply with respect to data stored on, manipulated by, or transmitted by means of Customer's use of Third-Party Services.

2.6 Audit. At any time during the Term and for two (2) years thereafter, Customer shall permit Virtru or its designee to audit, during normal business hours, Customer's books and records relating to Customer's usage of the Materials and Virtru Services. Virtru may not audit Customer under this provision more often than once in any twelve (12) month period and shall perform the audit in a manner designed not to disrupt Customer's business and operations. Customer will reasonably cooperate with the audit. Customer may require Virtru or its third-party designees performing the audit to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements in connection with such audit.

3. Support

3.1 General. Virtru will provide support to Customer and Customer Users through Virtru's generally available online ticketing and support system. Additional support agreements and

capabilities are available for purchase by Customer and may be specified in the Order Form. Virtru Services may be inaccessible from time to time due to planned or unplanned maintenance, or due to unavailability of third-party sites or servers. Virtru's sole support obligations for the Materials and Virtru Services, including obligations to provide modifications, bug fixes, new releases, or other updates (each an "Update") for the Materials and Virtru Services are as provided in this Section 3, an Order Form, or a written support agreement entered into by Virtru and Customer. In the event that Virtru makes an Update available to Customer, such Update shall be deemed to be part of the Materials or Virtru Services and shall be subject to the terms and conditions of this Agreement. During the Term, and, if applicable, the Transition Term, Virtru will provide Customer with copies of each Update for the Materials made generally available by Virtru to its other customers.

3.2 Support Services. Virtru will provide Customer Users with the Support Services agreed upon in the Order Form or other written support agreement entered into by Virtru and Customer. Virtru will provide the Support Services during Virtru's normal business hours, Monday to Friday, except holidays, unless otherwise stated in the Order Form or other written support agreement entered into by Virtru and Customer. Virtru will respond to Customer support inquiries or requests within one business day, unless otherwise stated in the Order Form or other written support agreement entered into by Virtru and Customer. Virtru will not be required to provide the Support Services if Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

4. Proprietary Rights

4.1 General. As between Virtru and Customer, Virtru retains all right, title, and interest in and to the Materials and Virtru Services, including all copies or derivatives thereof and Updates thereto. Customer agrees to take any action reasonably requested by Virtru to evidence, maintain, enforce, or defend the foregoing. Customer shall not take any action to jeopardize, limit, or interfere in any manner with Virtru's ownership of and rights with respect to the Materials and Virtru Services, including all copies or derivatives thereof and Updates thereto. Customer shall have only those rights in or to the Materials, Virtru Services, and any Derivative Work or Update granted to it pursuant to this Agreement.

4.2 Feedback. Customer and Customer Users may provide suggestions, requests, recommendations, and other feedback concerning Customer's use of the Materials and Virtru Services (including without limitation any errors or difficulties discovered with respect thereto) (the "Feedback"). Customer hereby assigns to Virtru all right, title, and interest to the Feedback. Virtru may use the Feedback at its discretion, without the consent of Customer.

5. Customer Content

5.1 Responsibility for Customer Content. Virtru does not monitor Customer Content or the content third parties create or distribute using the Virtru Services, nor does Virtru decrypt Customer Content that has been encrypted. Virtru has no responsibility to retain any Customer Content. Following expiration or termination of this Agreement, Customer may no longer have access to Customer Content.

5.2 Ownership of Customer Content. As between Virtru and Customer, Customer retains all right, title, and interest in and to the Customer Content.

5.3 License to Use Virtru Application Data. Customer grants to Virtru a worldwide, non-exclusive, transferable, sublicensable, royalty-free, perpetual, irrevocable right and license to use, reproduce, distribute, adapt, create derivative works of, and transmit the Virtru Application Data for the purpose of performing its obligations under this Agreement (e.g., allowing users to continue to have access to encrypted content) and the operation, improvement, and maintenance of the Virtru Services.

6. Confidential Information

6.1 Confidential Information. Each party may obtain certain confidential or proprietary information of the other party in connection with this Agreement ("Confidential Information"). Confidential Information includes (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies, and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel, and other information. Virtru's Confidential Information also includes the Materials. As between Customer and Virtru, Virtru's Confidential Information belongs solely to Virtru, and Customer's Confidential Information shall, as between Customer and Virtru, belong solely to Customer.

6.2 Use and Disclosure Restrictions. Each party shall: (a) protect the other party's Confidential Information from unauthorized dissemination and use; (b) use the other party's Confidential Information only for the performance of this Agreement and the exercise of its rights under this Agreement; (c) not disclose any Confidential Information to any of its employees, agents, contractors, or any other individuals, except to its employees and contractors who are under confidentiality obligations no less restrictive than the requirements of this Section 6; (d) undertake whatever action is reasonably necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth; and (e) not remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information provided to such party by the other party.

6.3 Exclusions. The foregoing restrictions on disclosure and use shall not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Confidential Information; or (d) is independently developed without the use of the Confidential Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Confidential Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

6.4 Equitable Relief. Each party agrees that, due to the unique nature of the other party's Confidential Information, the unauthorized disclosure or use of the other party's Confidential Information or any other breach of any provision of this Section 6 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

7. Disclaimer

The Materials and Virtru Services are provided "AS IS" and Virtru disclaims all implied warranties relating to the Materials and Virtru Services, including, without limitation, any warranties of design, merchantability, fitness for a particular purpose, title, or noninfringement of third party rights, or warranties arising from a course of dealing, course of performance, usage, or trade practice. Virtru does not guarantee the accuracy of the information included in, transmitted through, or made available by the Materials or Virtru Services, which may include inaccuracies or errors. For the avoidance of doubt, Virtru makes no warranties or representations and will have no liability or responsibility for any Third-Party Services or third-party materials. Virtru does not represent or imply that it endorses any Third-Party Services or third party materials, or that it believes the operation of any Third-Party Services or third party materials will be accurate, useful, or non-harmful. Third-Party Services or third-party materials may have technical inaccuracies, may cause mistakes or errors, and may transmit, store, or otherwise manipulate data in a manner that is objectionable to Customer. Customer is responsible for taking precautions to protect itself and Customer's computer systems in connection with the use of Third-Party Services or third party materials.

8. Virtru's Entire Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL VIRTRU OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF VIRTRU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VIRTRU'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED TEN THOUSAND DOLLARS (US\$10,000).

9. Term and Termination

9.1 Term. This Agreement shall commence on the effective date set forth in the Order Form ("Effective Date") and, shall remain in effect while Customer retains an active Virtru Services subscription under this Agreement unless earlier terminated in accordance with this Agreement (the "Term"). Upon expiration of the subscription term set forth in the Order Form, the subscription shall automatically renew for successive one (1) year terms on the conditions set forth in the Order Form, unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the subscription.

9.2 Termination. Either party may terminate this Agreement with written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of notice thereof by the non-breaching party. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware of any breach (other than by Virtru) of the terms and conditions of this Agreement.

9.3 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, Customer will cease all use of the Materials and the Virtru Services, return to Virtru or destroy the Materials in

its possession, and, upon Virtru's request, so certify such actions to Virtru. Any costs incurred in returning or destroying the Materials upon termination shall be borne by Customer. The provisions of Sections 2.2, 4.2, 5, 6, 7, 8, 9.3, and 10, and those provisions of the Order Form that by their nature should survive expiration or termination of this Agreement shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

10. General Provisions

10.1 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the cover page of this Agreement and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2 Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Virtru. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void. Virtru may assign this Agreement, including in connection with a merger, consolidation, corporate reorganization, or sale of all or substantially all of its business, without Customer's consent.

10.3 Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("UCITA") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.

10.4 Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees, and actual attorneys' fees paid or incurred in good faith.

10.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.7 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

10.8 Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials are “commercial computer software” and “commercial computer software documentation,” and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Materials are governed by the terms of this Agreement.

10.9 HIPAA Protected Entities. Customers protected by the Health Insurance Portability and Accountability Act (“HIPAA”) agree to request a Business Associate Agreement (“HIPAA BAA”) by emailing baa@virtru.com in order to enter into an agreement with Virtru to support the requirements of HIPAA and the parties’ compliance requirements thereunder. Together with this Agreement, a fully-executed HIPAA BAA will govern each party’s respective obligations regarding Protected Health Information (“PHI”), as defined in the HIPAA BAA.

10.10 Reference. Customer agrees to serve as a “reference customer” that may be disclosed by Virtru to third parties (including by displaying Customer’s name, logo, and/or a link to Customer’s web site on Virtru’s website) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference and will provide Customer with a reasonable opportunity to review any public references to Customer.

11. Hosted Gateway. If Customer purchased a subscription to Virtru’s Hosted Gateway functionality as part of the Virtru Services, the [Hosted Gateway terms](#) apply, which terms will control over any conflict with this Agreement.

QUOTE CONFIRMATION



DEAR JORGE PAEZ,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MJFD517	9/2/2021	VIRTRU	9803620	\$23,775.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VIRTRU ENT DATA PROT PLATFORM Mfg. Part#: ENTVTDP Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	1	6643680	\$2,950.00	\$2,950.00
VIRTRU ENT DATA PROT GTWY ON-PREM Mfg. Part#: ENTDPGWEP Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	350	6643682	\$59.50	\$20,825.00

PURCHASER BILLING INFO	SUBTOTAL	\$23,775.00
Billing Address: CITY OF DALTON ACCTS PAYABLE PO BOX 1205 DALTON, GA 30722-1205 Phone: (706) 529-2490 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$23,775.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF DALTON JORGE PAEZ 300 W WAUGH ST DALTON, GA 30720-3143 Phone: (706) 278-9347 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Mia Tomich

(877) 671-5931

mia.tomich@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$23,775.00	\$651.20/Month	\$23,775.00	\$748.44/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 09/20/21

Agenda Item: Resolution 21-08

Department: Finance

Requested By: City Attorney

**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:**

To Provide Staggered Terms For Current Members Of The Development Authority Of
The City Of Dalton In Accordance With The Georgia Development Authorities Law

RESOLUTION
NO. 21-08

To Provide Staggered Terms For Current Members Of The Development Authority Of The City Of Dalton In Accordance With The Georgia Development Authorities Law

WHEREAS, the Development Authority of the City of Dalton (“the Development Authority”) was activated and created by Resolution of the Mayor and Council of the City of Dalton on February 19, 1973 declaring the need for an authority to function in the City of Dalton; and

WHEREAS, the Mayor and Council have made appointments of seven (7) Directors for the Development Authority from time to time throughout the period of its existence and there are currently seven (7) Directors appointed who are G. R. (Bob) Buchanan, George Ralph Stafford, James H. Rogers, Jr., Carl Puryear, Robert Caperton, Larry Edwards, and Brian Wright and such appointments have been recorded at various times over the past five (5) year period in the minutes of the Mayor and Council; and

WHEREAS, each Director pursuant to O. C. G. A. § 36-62-4 (a) whose term of office has expired continues to hold office until his successor is so elected; and

WHEREAS, the Mayor and Council desire to conform the terms of office of the Directors to the 4-year staggered terms specified in the Georgia Development Authorities Law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council and by authority of same IT IS RESOLVED, as follows:

-1-

The foregoing recitals are incorporated herein by reference and are adopted as findings of the Mayor and Council and all acts and Resolutions of the Directors of the Development

Authority are recognized as duly authorized under the powers accorded the Development Authority in the Georgia Development Authorities Law, O. C. G. A. § 36-62-1 et. seq.

-2-

In order to arrange the terms of the current Directors to staggered terms of 4-years the Mayor and Council designate appointments and terms thereto as follows:

	<u>Term Expires</u>
G. R. (Bob) Buchanan	February 1, 2023
George Ralph Stafford	February 1, 2023
James H. Rogers, Jr.	February 1, 2023
Carl Puryear	February 1, 2023
Robert Caperton	February 1, 2025
Larry Edwards	February 1, 2025
Brian Wright	February 1, 2025

All prior Resolutions of appointment of same are hereby repealed to the extent of conflict with the above expiration of terms.

-3-

The Clerk shall notify each Director of this action with a copy of this Resolution and obtain the requisite oath of each Director where one may not already be kept on file in the records of the Development Authority.

SO RESOLVED this _____ day of _____, 2021 in regular meeting of the Mayor and Council.

The foregoing Resolution was read on _____. A motion for passage was made by Councilmember _____, second by Councilmember _____, and upon the question the vote is _____ Ayes, _____ Nays and the Resolution is: ADOPTED (or) REJECTED.

CITY OF DALTON

By: _____
Mayor

ATTEST:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/20/2021

Agenda Item: Task order for updating the Stormwater Pollution Prevention Plan (SWPPP) at the Dalton Municipal Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: \$11,032

Funding Source if Not in Budget Airport Fund or possible SPLOST funds

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

Update of the Stormwater Pollution Prevention Plan (SWPPP) at the Dalton Municipal Airport as required by the GA Environmental Protection Division, to be completed by Croy Engineering.

TASK ORDER NUMBER FIVE

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

Update Airport Storm Water Pollution Prevention Plan

Section A - Scope of Services

Introduction – This scope of services identifies requisite elements necessary to update the Dalton Airport's Storm Water Pollution Prevention Plan.

Element 1 – Project Formulation shall include the time required to complete the site visit and airport interview.

Element 2 – Storm Water Pollution Prevention Plan shall include the effort required to provide the following:

1. Review the airport's existing Storm Water Pollution Prevention Plan (SWPPP).
2. Prepare new SWPPP in accordance with GA EPD NPDES General Permit for Stormwater Discharges Associated with Industrial Activity (GAR050000) Section 8.S.
3. Review draft SWPPP with airport.
4. Review and Issue Final SWPPP.

The following services are excluded from this task order, but can be added as additional services:

1. Croy does not propose to conduct on-site stormwater sampling.
2. Croy does not propose to prepare an annual report.

Section B - Schedule

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

Project Schedule

Task	Date
Site Visit and Airport Interview	NTP + 14 Days
Draft SWPPP	NTP + 30 Days
Final SWPPP	NTP + 45 Days

Section C - Compensation

1. In return for the performance of the foregoing obligations, OWNER shall pay to ENGINEER the amount of \$11,032, payable according to the following terms:

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

Element 1 – Project Formulation **\$1,952**

Lump Sum Fee: \$1,952

Estimated Expenses: \$ 0

Element 2 – SWPPP **\$9,080**

Lump Sum Fee: \$9,080

Estimated Expenses: \$ 0

TOTAL FEE \$11,032

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

Section D – Owner’s Responsibilities

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

N/A

Section E – Other Provisions

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

N/A

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

OWNER:

CITY OF DALTON

David Pennington
City of Dalton - Mayor

ENGINEER:

CROY ENGINEERING, LLC



GREGORY D. TEAGUE, P.E.
President

ATTEST:

ATTEST:



RUSSELL D. MOOREHEAD, P.E.
Vice President

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

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

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 9/20/21

Agenda Item: Resolution 21-09

Department: DPRD

Requested By: Greg Walker

**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:**

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0849118-300 dated August 30, 2021 (the "Lease"), between City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and prescribing other details in connection therewith for 65 GPS Golf Cart Units for Nob North Golf Course.

RESOLUTION
21-09
LEASE NO. 008-0849118-300
DATED AS OF AUGUST 30, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0849118-300 dated August 30, 2021 (the “Lease”), between City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710 and The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441; and prescribing other details in connection therewith.

WHEREAS, City of Dalton, GA, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the “Lessor”) shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Dalton, GA:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Mayor of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee’s obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Georgia.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this _____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary

The "Master Lease": Master Lease Number 849118L Dated August 30, 2021	
"Lessee"	
City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710	
Fax:	E-mail:
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	
Fax:319-833-4577	E-mail: customerservice@financediv.com

Master Lease Terms and Conditions

1. **LEASE.** Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. **TERM.** The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. **PAYMENTS.** Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment for each Schedule has been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the Initial Term (or, if no rate is quoted for a particular maturity, a rate will be interpolated by Lessor based on similar maturities), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date that the final item of Equipment under a Schedule is accepted is more than the Swap Rate as of the date of the applicable Schedule, Lessor may increase the Rent Payment accordingly, and Lessee hereby agrees to sign an amendment reflecting such increase by no later than the Commencement Date of Schedule. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any

person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. **USE; REPAIRS.** Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. **RETURN.** Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. Return Condition

Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed

against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable

appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY). At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING

RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any document or agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents.

Lessor: The Huntington National Bank
 Lessee: City of Dalton, GA

By: _____
 By: _____

Title: _____
 David E. Pennington, III, Mayor

**GEORGIA RIDER TO
MASTER LEASE NO. 849118L**

This Rider to that certain Master Lease No. 849118L (together with all Exhibits and this Rider, the "Agreement") dated as of August 30, 2021, between **THE HUNTINGTON NATIONAL BANK** (together with its successors and assigns, "Lessor"), and **CITY OF DALTON, GA** (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 14** of the Agreement is hereby deleted and the following **Section 14** is hereby inserted in lieu thereof:

"14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** Lessee reasonably believes that legally available funds in an amount sufficient to make all Rent Payments during the Initial Term for each Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to take any action to terminate a Lease for any subsequent calendar year is solely within the discretion of the then current governing body of Lessee. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded calendar year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases."

2. A new **Section 19** of the Agreement is hereby appended following **Section 18**:

"19. **LESSEE'S REPRESENTATIONS.** The principal portion of each Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within Lessee's limits. The Equipment leased pursuant to each Lease has not been the subject of a referendum that failed to receive the approval of the Lessee's voters within the preceding four calendar years."

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank
Lessee: City of Dalton, GA

By: _____
By: _____

Title: _____
David E. Pennington, III, Mayor

Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0849118-300 Dated August 30, 2021 to Master Lease Number 849118L Dated August 30, 2021	
"Lessee"	
City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710	
Contact: Eric Hester	Phone:
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	60 Months	Monthly	\$2,275.00 plus applicable taxes except financed sales tax included in cost of the equipment	N/A For Installments(s): N/A	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(65) 2022 TFM 10EX GPS Units together with all attachments and accessories thereto	298 Nob North Drive, Cohutta, GA 30710

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank
Lessee: City of Dalton, GA

By: _____
By: _____

Title: _____
David E. Pennington, III, Mayor

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Dalton, GA
298 Nob North Drive,
Cohutta, GA 30710

Lessor: The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

Re: Contract 008-0849118-300, dated as of August 30, 2021, by and between City of Dalton, GA and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Georgia (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,



Now part of
The Huntington National Bank

CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0849118-300
DATED AS OF August 30, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Dalton, GA (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Georgia, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Now part of
The Huntington National Bank

Insurance Certificate Request

1405 Xenium Lane North (PCC180), Plymouth, MN 55441

To	To Whom It May Concern	From	Marisa Meyers
Company		Phone	(319) 226-1754
Fax		Email	mmeyers@financediv.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	August 31, 2021

Message:

Our mutual customer, City of Dalton, GA, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710
2. COVERAGES: <ul style="list-style-type: none">• Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.<ul style="list-style-type: none">➤ Policy Number➤ Policy Effective Date & Policy Expiration Date• Property Damage – Cost: \$125,494.20 or ACV<ul style="list-style-type: none">➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)➤ Policy Number➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (65) 2022 TFM 10EX GPS Units together with all attachments and accessories thereto Or reference: "Leased Equipment on HNB Contract Number 008-0849118-300", if the description is too long
4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com. Thank you!

Marisa Meyers

Equipment Finance Sales Coordinator – Team Lead

The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

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**STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER**

To: The Huntington National Bank

SUPPLIER

DATE

1405 Xenium Lane North (PCC180)PlymouthMN55441

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- ☐ 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☐ 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- ☐ 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: _____ Sales Tax Number: _____
(IF REQUIRED)

Purchaser's Type of Business: _____

Purchaser's Address: _____

Printed Name and Signature: _____ Title: _____

Telephone Number: _____ Email: _____

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

"Lessee"
City of Dalton, GA, 298 Nob North Drive, Cohutta, GA 30710
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Delivery and Acceptance agreement attached to and made a part of Lease 008-0849118-300 dated August 30, 2021 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee: City of Dalton, GA

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.