



**MAYOR AND COUNCIL MEETING  
TUESDAY, SEPTEMBER 07, 2021  
6:00 PM  
DALTON CITY HALL - 300 WEST WAUGH STREET**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Proclamation:**

- [1.](#) Mr. Norberto Reyes Day - September 7, 2021

**Minutes:**

- [2.](#) Mayor and Council Minutes of August 16, 2021

**New Business:**

- [3.](#) Ordinance 21-18 - First 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
- [4.](#) 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.
- [5.](#) Ordinance 21-19 The request of JeVoris Blackwell to rezone from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1), a tract of land totaling 0.13 acres located at 840 McAfee Steet. Parcel (12-218-02-069)
- [6.](#) Resolution 21-07 - Consideration of Letter of Intent to extend lease of Dalton Aircraft, LLC.
- [7.](#) Roof Replacement for DFD Station 2
- [8.](#) Task Order 001A - Amendments to Professional Services Task Order 001 with Arcadis U.S., Inc. for Prater Alley Area Drainage Study
- [9.](#) Change Order 001 to Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center Additional Survey
- [10.](#) Ratification of MOU between the City of Dalton and Whitfield County.

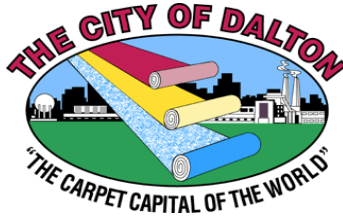
11. Appointment of Alex Brown to the Public Safety Commission to fill an unexpired 5-year term to expire December 31, 2025.

**Supplemental Business:**

**Announcements:**

**Adjournment**

# PROCLAMATION



## Mr. Norberto Reyes

**Whereas**, Mr. Norberto Reyes moved from San Luis Potosi, Mexico to Georgia in 1981 with his parents and siblings; and

**Whereas**, Norberto followed in his father's footsteps and became a young entrepreneur in a small, friendly Hispanic community where everyone knew each other by name; and

**Whereas**, Norberto, a visionary and dreamer, was a benefactor for many new businesses in town and opened his own Mexican restaurant, Los Reyes, achieving the American dream as a first-generation immigrant; and

**Whereas**, Mr. Reyes answered the call to support and help the community on numerous occasions, participating in several civic organizations including: ACLA, CLILA, the Dalton-Whitfield Chamber of Commerce, the American Red Cross, Dalton State College, Census 2000, the Creative Arts Guild, Boy Scouts of America, Girl Scouts, Family Crisis Center, Family Support Council, MLK, Jr., Celebration Committee and the United Way; and

**Whereas**, Mr. Reyes was vital to the Georgia Project, which was a program that fostered a relationship with the University of Monterrey, and brought bilingual teachers to work with children in Dalton by addressing the demographic explosion in the city's school system; and

**Whereas**, Norberto organized many cultural events and advocated for the right to vote, shared scholarships with future DACA students, and participated in events promoting health and diversity.

**Now, Therefore Be It Resolved**, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim Tuesday, September 7, 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."

*In witness whereof, I have hereunto set my hand and caused the seal of this city to be affixed.*

Mayor \_\_\_\_\_

Date September 7, 2021

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
AUGUST 16, 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 Agenda dated August 16, 2021 was approved. 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 2, 2021.

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

PROCLAMATION

Constitution Week - Kathryn Sellers & Dell Bailey, DAR

The Mayor and Council proclaimed September 17-23, 2021 as Constitution Week and urged all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

ORDINANCE 21-13 SECOND READING - UNIFIED ZONING ORDINANCE

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council adopted Ordinance 21-13 Unified Zoning Ordinance with Proposed Text Amendments for Accessory Structures, Townhouses, Procedures regarding rezoning withdrawals, Small Animals, and Microbreweries. The vote was unanimous in favor.

ORDINANCE 21-14 – REZONING REQUEST - WALTER BENITEZ

The Mayor and Council reviewed the rezoning request of Walter Benditez to rezone a tract of land totaling 0.23 acres located at 1120 Riverbend Drive, Dalton, Georgia. Parcel (12-255-03-018) from Heavy Manufacturing (M-2) to Medium Density Single Family Residential (R-3).

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

ORDINANCE 21-15 – REZONING REQUEST - FERNANDO MONTOYA

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council denied the rezoning request of Fernando Montoya to rezone from Medium Density Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.25 acres located at 236 Mountain View Drive, Dalton, Georgia. Parcel (12-216-02-039). The vote was unanimous in favor.

ORDINANCE 21-16 – REZONING REQUEST - ECM (CRAWFORD MCDONALD)

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council tabled the request of ECM (Crawford McDonald) to rezone from General Commercial (C-2) to High Density Residential (R-7) a tract of land totaling 0.74 acres located at 501 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-24-000). The vote was unanimous in favor.

ORDINANCE 21-17 ANNEXATION OF BRIAN ANTHONY SANTOS

On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council approved the annexation request of Brian Anthony Santos to annex 0.17 acres located at 1226 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-056). The vote was unanimous in favor.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND DALTON PUBLIC SCHOOLS FOR IMPROVEMENT OF PUBLIC FACILITIES FOR COMMUNITY COMPLEX SOCCER FIELDS & JOINT USE

The Mayor and Council reviewed the Intergovernmental Agreement Between the City of Dalton and Dalton Public Schools for Improvement of Public Facilities for Community Complex Soccer Fields & Joint Use that outlines the following:

- Transfer of real property via warranty deed from Dalton Public Schools to the City of Dalton for land required to construct the City's two (2) regulation size soccer fields.
- Provide a temporary construction easement and emergency access easement to Dalton Public Schools near Dalton Fire Station No. 5 for its soccer field,
- Joint use agreement between the city and school system for use of the school systems one (10 field near Fire Station 5 and the City's two (2) fields near Park Creek School
- Preparation of an outdoor extension classroom pad area near the City's two (2) fields and associated transfer of real property to Dalton Public Schools.
- Transfer payment to Dalton Public Schools to cover coat of synthetic turf in the amount of \$847,164.06
- Other miscellaneous use terms and associated insurance requirements.

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the Intergovernmental Agreement to be paid for from the 2020 SPLOST. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH LOWERY & ASSOCIATES LAND SURVEYING, LLC

The Mayor and Council reviewed the Professional Services Agreement with Lowery & Associates Land Surveying, LLC for Topographic Survey at City Hall and Tyler Street Crossing which will facilitate the design for stormwater improvements at a cost of \$3800.00. On the motion of Council member Goodlett, second Council member Crews, the Agreement was approved. The vote was unanimous in favor.

GENERAL CONSTRUCTION AGREEMENT WITH SIGNATURE TENNIS COURTS

On the motion of Council member Crews, second Council member Harlan, the Mayor and Council approved the General Construction Agreement with Signature Tennis Courts for Resurfacing 10 Tennis Courts at Lakeshore Park in the amount of \$46,385.00. The vote was unanimous in favor.

RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH THE MERCER GROUP FOR RECREATION DIRECTOR SEARCH

City Administrator Andrew Parker presented a Professional Services Agreement with the Mercer Group to perform an executive search for a Parks and Recreation Director in the amount of \$21,600.00. On the motion of Council member Harlan, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

ADOPTION OF THE 2021 MILLAGE RATE AT THE ROLLBACK RATE OF 2.208 MILLS

CFO Cindy Jackson presented the 2021 Millage Rate for the City of Dalton at the rollback rate of 2.208 mills. On the motion of Council member Harlan, second Council member Crews, the rate was approved. The vote was unanimous in favor.

STATE OF EMERGENCY DECLARATION

Mayor Pennington declared a State of Emergency within the territorial limits of the City of Dalton due to increasing numbers of Covid 19 cases, the significant increase of hospitalizations which has caused staffing shortages and difficulty delivering essential medical care to patients during the public health emergency. Pennington stated the declaring will allow the City to provide immediate assistance to Hamilton Medical Cemt3er.

Mayor Pennington further stated the Mayor and Council is implementing a mask mandate in all City owned buildings and urged everyone to get vaccinated.

MEMORANDUM OF UNDERSTANDING WITH HAMILTON MEDICAL CENTER

On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council approved the Memorandum of Understanding with Hamilton Health Care System To set forth an understanding and the terms of the agreement for leasing of City Employees by HHCS for interim additional staffing and assistance in the event the emerging increase in COVID-19 hospitalizations at HHCS places extraordinary stress on its current staffing capacities. The vote was unanimous in favor.

EXECUTIVE SESSION – POTENTIAL LITIGATION

On the motion of Council member Goodlett, second Council member Crews, the Mayor and Council adjourned into Executive Session at 6:42 p.m. to discuss potential litigation.

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council adjourned out of Executive Session at 7:35 p.m. No motion or action was taken.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 7:37 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 9-7-21  
**Agenda Item:** Franchise Ordinance Amendment  
**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:**

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Technical amendments as required by Georgia Power. This will also change the start date of imposition of franchise fee from 7/1/21 to 10/1/21.



**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:** 9-7-21

**Agenda Item:** Budget Amendment #3

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved  
by City Attorney?** N/A

**Cost:** \$0

**Funding Source if Not  
in Budget** N/A

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

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General Fund budget amendment #3.

**2021 Budget Amendment  
Budget Amendment #3**

**GENERAL FUND**

	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Tax revenue	\$ 570,000	(1)
Dalton Utilities Transfer fee	(573,000)	(2)
Community Foundation Donation	1,000	(16)
	<u>\$ (2,000)</u>	
<b>Expenditures &amp; Transfers-out</b>		
Various Departments - refer to breakdown attached	\$ 13,570	(3)
Various Departments - refer to breakdown attached	87,810	(4)
HR - Contract services	24,100	(5)
Various Departments - defined benefit plan contributions	(1,813,700)	(6)
Other agencies:		
CLILA	25,000	(7)
DDDA	45,000	(8)
Dalton-Whitfield Chamber of Commerce	2,500	(9)
Thrive Regional Partnership	20,000	(10)
Junior Achievement	10,000	(11)
Georgia Forward - Young Gamechangers	50,000	(12)
Infrastructure - Burr Park	300,000	(13)
Fire Department - Utilities	45,000	(14)
Administration - COVID supplies	40,000	(15)
	<u>\$ (1,150,720)</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 1,148,720</u></u>	

- (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

**Through July 2021 Collected**

	<b><u>Budget as of</u></b>		<b><u>Actual as of</u></b>		<b><u>Over Budget</u></b>
Sales tax	\$ 3,275,000	\$	3,758,329	\$	483,329
TAVT	\$ 636,000	\$	722,645	\$	86,645
				\$	<u>569,974</u>



**Exhibit A**  
**Per Bond Ordinance**

**REQUIRED TRANSFER TO THE CITY OF DALTON, GEORGIA**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**  
**(In Thousands)**

<b>Gross Revenues (all Utility sectors)</b>	
Operating revenues	\$ 203,811
Interest income	2,014
Interest in zero coupon bonds (accretion)	428
Miscellaneous income	645
Total gross revenues	<u>206,898</u>
Percent from ordinance	
Calculated Transfer Payment - 5% of Gross Revenues	5% 10,345 A
Minimum Transfer Payment	<del>10,500</del> B
Required payment to the City of Dalton, Georgia if 1.20 Debt Service requirement is met (Greater of A and B)	\$ <u>10,500</u>
<b>Net Revenues (all Utility sectors)</b>	
Gross Revenues	\$ 206,898
Less: Operating Expenses	(155,304)
Plus: Depreciation	25,709
Plus: Amortization Nuclear Fuel	4,511
Total Net Revenues	<u>\$ 81,814</u>

**DEBT SERVICE REQUIREMENT CALCULATION (all Utility sectors)**

Maximum Annual Debt Service Requirement	\$ 13,000
Coverage from Ordinance	1.20
Debt Service Threshold to meet	<u>\$ 15,600</u>

**CONCLUSION**

Net Revenues of \$81,814 are greater than 1.20 times Maximum Annual Debt Service (\$15,600); hence, the full amount of \$10,500 is due to the City of Dalton, Georgia.

$$\begin{array}{r}
 \$ 11,073,000 \\
 10,500,000 \\
 \hline
 \$ (573,000)
 \end{array}$$

<u>General Insurance #000050</u>		<u>Budget Amendment</u>
Fire	141400	\$ (890)
PD Admin	141501	\$ (2,500)
PW Streets	142061	\$ (1,100)
PW Landscape	142065	\$ (480)
General Government	144000	\$ 16,700
Rec Admin	161100	\$ 980
Rec Parks	162000	\$ 860
		<u>\$ 13,570</u>
Budgeted		\$ 312,275
Actual		<u>\$ 325,771</u>
Shortfall		<u>\$ (13,496)</u>

<u>COVID Bonus #000016</u>	<u>Budget Amendment</u>
141100	\$ 2,000
141200	\$ 2,000
141400	\$ 9,000
141501	\$ 4,000
141503	\$ 5,000
141504	\$ 2,000
141507	\$ 9,000
141700	\$ 4,000
142060	\$ 5,000
142061	\$ 2,000
142062	\$ 3,000
142063	\$ 2,000
142064	\$ 1,000
142065	\$ 440
142068	\$ 1,000
142200	\$ 5,000
144500	\$ 1,369
144600	\$ 2,000
161100	\$ 2,000
161800	\$ 11,000
162000	\$ 15,000
	<u>\$ 87,809</u>

Budgeted	\$
Actual	\$ 87,809
Shortfall	\$ (87,809)



## CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting  
Meeting Date: August 16, 2021  
Agenda Item: Mercer Group Agreement - Ratification  
Department: Parks and Recreation  
Requested By: Greg Batts  
Reviewed/Approved by City Attorney?: Yes

Cost:

@ \$21,600

Funding Source if Not in Budget:

~~Parks and Recreation Budget~~

NR

Recruiting  
function

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

Agreement to engage the Mercer Group to perform executive search for Parks and Recreation Director

<u>DB Pension #000032</u>	<u>Budget Amendment</u>
141100	\$ (50,140)
141200	\$ (28,320)
141400	\$ (740,960)
141501	\$ (107,400)
141503	\$ (148,060)
141504	\$ (145,050)
141507	\$ (35,960)
142060	\$ (12,810)
142061	\$ (34,700)
142062	\$ (131,640)
142063	\$ (52,970)
142064	\$ (74,590)
142065	\$ (87,680)
142068	\$ (43,040)
144600	\$ (49,040)
161100	\$ (27,040)
162000	\$ (44,300)
	<u>\$ (1,813,700)</u>
Budgeted	\$ 3,240,950
Actual	<u>\$ 1,427,148</u>
Shortfall	<u>\$ 1,813,802</u>



Coalicion de Lideres Latinos, Inc.- PO BOX 2591., Dalton GA 30722  
 706-529-9216 404-803-4546 clila@clila.org

**COALICION DE LIDERES LATINOS, INC**  
 CLILA EIN. 26 0210273

**INVOICE**

#001

August 19,2021

**To: City of Dalton**  
**P. Andrew Parker, P.E.**  
**City Administrator**

*Please pay the amount of \$25,000 for the campaign VACCINES FOR ALL to educate and combat COVID within the Latino community, using culturally relevant materials and tactics*

DESCRIPTION	AMOUNT
Provide culturally relevant education for the Latino community and a strategic action plan to combat COVID among us --Having at least 2 CLILA's community health workers devoted to efforts against COVID-19, besides the work our volunteers are doing	\$25,000
--CWHs and volunteers to provide education to the community through canvassing houses and businesses --Develop, print and distribute materials to dispel most common myths with CDC information about the virus, its variants and vaccines. As well as inviting people to get vaccinated --Promote this information also on social media, and our radio program	
--Holding weekly COVID vaccine events in our facilities -Publish a calendar of vaccines events in coordination with the City of Dalton, Whitfield County and Core	
-Provide transportation options for people to attend COVID vaccine events	
-Offer perks to motivate people to get vaccinated (Raffle of a TV, food boxes, --VACCI-FIESTA with live music, dances and inflatables for kids, and other culturally attractive activities to get people vaccinated	

*Thanks for the opportunity, looking forward to continue serving the community,*

*Sincerely*  
**América Gruner**  
 Founder and President-- CLILA

*Please make check payable to*  
**COALICION DE LIDERES LATINOS, INC**  
**PO BOX 2591 Dalton, GA 30722-2591**

## Cindy Jackson

---

**From:** Cindy Jackson  
**Sent:** Tuesday, August 17, 2021 6:12 PM  
**To:** Andrew Parker  
**Cc:** Annalee Harlan  
**Subject:** RE: Tracking Expenses related to COVID Activities

Andrew – See items addressed in red below. I will certainly see that any expenditure that can be reimbursed through the ARPA funds will be. At this point, we'll just throw it all in a "pot" and sort it out later. Thanks, Cindy

---

**From:** Andrew Parker  
**Sent:** Tuesday, August 17, 2021 3:51 PM  
**To:** Cindy Jackson <cjackson@daltonga.gov>  
**Cc:** Annalee Harlan <aharlan@daltonga.gov>  
**Subject:** Tracking Expenses related to COVID Activities  
**Importance:** High

Cindy,

As we work through the COVID pandemic providing resources to help with HMC staffing, incentives for vaccinations, morale boosting opportunities, I wanted to formally get with you to establish a charge account for these activities. Below are the items that I understand have been authorized by Councilmember Harlan and the Mayor has also signaled his approval with the plan.

- Via Candace at DDDA – Up to \$25,000 in funding for meals, morale boosting events, and door prizes for Hamilton staff to boost morale over the next couple of weeks. Candace is asking us to clarify whether the DDDA should fund these expenses upfront and be reimbursed by the City or funded by the City upfront? I'd prefer her submit for invoices for reimbursement. I will develop a form for her to complete for reimbursement.
- Via Rob/Allyson at the Chamber – Up to \$2,500 for door prizes for the College vaccination event. They are going to be requesting a reimbursement for those expenses. I will develop a form for them to request reimbursement.
- City expenses related to the Hamilton staffing assistance – I need to make approximately \$7,500 available for expenses related to this assistance. This will cover the cost of T-shirts to designate the City employees, their meal expenses in the cafeteria, some PPE, etc. I will setup an account. Please have Kim designated to receive the invoices and I will open her up to the account to process requisitions & PO's.
- \$100 Employee Benefit for City employees who obtain both vaccines beginning today. Please advise how this will work. I assume it would either be a separate check or added to their payroll disbursement. I don't know of any exception to an employee benefit being non-taxable. A taxable benefit is subject to all state and federal taxes and will have to go on their W-2. I have tried to find out on the IRS website, but I will call a tax professional for guidance.

My understanding is that these expenses will be funded by the general fund and the Elected officials would like to reimburse through ARPA if appropriate. Otherwise, it will be a general fund expenditure if it's not a qualified ARPA expense. The other agencies that will be administering services (DDDA, Chamber, CALIA) will not be eligible for ARPA reimbursement because we didn't procure the services that they are providing or they won't be following our procurement policies or federal procurement policies. I believe paying our employees to be vaccinated will be covered. I don't believe benefits paid on the wages paid at the hospital will be covered since either, but I will check.



# INVOICE

July 15, 2021

City of Dalton, Georgia  
Attn: Jason Parker  
PO Box 1205  
Dalton, Georgia 30720

1 of 1

**Offer Name:**  
Thrive Regional Partnership, Inc.  
Reaching Beyond Today  
FY 2021-22 Appropriation

**Current Request:**  
20,000.00

Total Due: 20,000.00





July 15, 2021

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

Dear David,

Thank you once again for your generous contribution to Junior Achievement of Georgia, in support of JA programs across Georgia.

For year-end purposes, this letter can serve as your official tax deduction receipt for City of Dalton's generous donation in the amount of **\$10,000.00** in June 2021.

On behalf of our Board of Directors, dedicated volunteer network, staff, and most importantly, the students we will serve this year, we appreciate the investment you have made to further JA's mission. Junior Achievement continues to be a valued leader and a solution provider in addressing some of Georgia's greatest challenges, including work readiness, financial literacy, and high school dropout rates.

We look forward to a continued partnership creating transformational change in our local communities.

Warmest Regards,

A handwritten signature in blue ink, appearing to read "John Hancock".

John Hancock  
President & CEO

*This letter serves as an official tax-deductible receipt and states that no goods or services were provided by Junior Achievement of Georgia, Inc. (Federal I.D.#58-0598050) in exchange for this contribution.*



## CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting  
Meeting Date: 3-16-20 *Approved*  
Agenda Item: Proposal to Support Georgia Forward/GA Young Gamechangers  
Department: Administration  
Requested By: Jason Parker  
Reviewed/Approved by City Attorney? N/A  
Cost: \$50,000 *Funds not needed until 2021*  
Funding Source if Not in Budget: General Fund, Others

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

Proposal to support GA Young Chambers to work persistent community issues and provide written recommendations. The group will consist of 50 individuals under age 40, one-third of which will be from the Dalton/Whitfield Community.



## CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 12-7-20

Agenda Item: Resolution 20-28 Agreement with the Community Foundation of Northwest Georgia for Concession and Restroom Facilities at Burr Park

Department: Administration and Recreation

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$300,000.00 *Funding not required until 2021*

Funding Source if Not in Budget: General Fund

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

This is an agreement authorizing the Community Foundation to manage the construction of a restroom and concession facility at Burr Performing Arts Park. The Foundation will use \$300,000.00 in private funding and this resolution commits up to \$300,000.00 in City funds toward the project.

## Cindy Jackson

---

**From:** Todd Pangle  
**Sent:** Wednesday, August 18, 2021 7:37 AM  
**To:** Andrew Parker  
**Cc:** Cindy Jackson; David Pennington <ais>; Gary Crews; 'annaleeharlan@gmail.com'  
**Subject:** RE: Follow-up concerning City Fire Hydrant billing

Andrew,

I am content with this and will leave it as is if everyone else is as well. I just want to note a few items before moving on. First, the "hydrant repair requests" includes hydrants in the unincorporated areas of Whitfield as well as the incorporated. I have not reduced the list to only incorporated to get an actual count of repairs initiated by our department but I will. Last, in conversations I have with other jurisdiction that have municipally owned utility companies, they literally laugh at the thought of the fire department paying for hydrants. I also realize there is more to the situation and many factors to be considered, just seems to be a robbing Peter to pay Paul situation.

So everyone is on the same page, I was unaware they were using repairs to justify the \$45,000 per year fee. We have been taking care of most many repairs needed, however I have instructed the staff to discontinue that as I want to ensure our taxpayers are receiving the maintenance work they are paying for.

**Thank You,**  
**Chief Todd Pangle**  
**Dalton Fire Department**  
**404 School St.**  
**Dalton, GA 30720**  
**Office: 706-226-9648**  
**Fax: 706-272-7107**



**From:** Andrew Parker  
**Sent:** Tuesday, August 17, 2021 10:23 PM  
**To:** Todd Pangle <tpangle@daltonga.gov>  
**Cc:** Cindy Jackson <cjackson@daltonga.gov>; David Pennington <ais> <dpennington@ais-ins.net>; Gary Crews <gcrews@daltonga.gov>  
**Subject:** FW: Follow-up concerning City Fire Hydrant billing

Chief Pangle,

Please see the information below and attached regarding the follow-up information that I requested from Dalton Utilities on the hydrant fee discussion a couple of weeks back. They maintain that County residents pay higher water rates to cover DU's hydrant maintenance expenses within the unincorporated County limits (they reference the attached rate structures). The fee charged to the City is a flat \$3.17 rate (if I recall correctly) per month per hydrant within the City (approx. 1,100). Also attached are the hydrant repair requests since March of 2019. Once you have a chance to review, please let me know if you have any questions or need more information.

**P. Andrew Parker, P.E.**  
**City Administrator**

## Cindy Jackson

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**From:** Andrew Parker  
**Sent:** Wednesday, September 1, 2021 5:37 PM  
**To:** Cindy Jackson; David Pennington <ais>; Gary Crews; Tyree Goodlett; Annalee Harlan  
**Cc:** Kim Witherow  
**Subject:** RE: Budget Amendment  
**Attachments:** Administrative COVID-19 Expenses.xlsx; Amounts ; SFI-KM-C36421082914310.pdf

Cindy,

Please see the attached spreadsheet for the revised total for line item 15 in the proposed Budget Amendment #3. The updated amount is substantially more than what was originally proposed, but I've been made aware of several expenses that need to be included.

We also need to up the DDDA amount (line 8) to \$45,000 since Candace is sourcing the rental of the air conditioned restrooms for the Regeneration site (see attached email).

Finally, please add \$2,000 (line #16) for the Convention Center which is 50% of the cost of the part time employee at the reception area. I spoke with Chairman Jensen who seemed positive that the County would cover the other 50%. I've copied Mayor and Councilmembers so that they are aware of the request/plan. *HMT*

Also, I'm pleased to announce that the Community Foundation has agreed to provide \$1,000 in restricted funds for meals at the Regeneration/COVID vaccination site. David Aft advised they could probably do more once the \$1,000 is exhausted and to let him know when we reach that threshold.

Once you have a chance to review, please let me know if you have any questions or need more information. Thank you!

**P. Andrew Parker, P.E.**  
**City Administrator**  
City of Dalton  
PO Box 1205 | 300 W. Waugh St  
Dalton, GA 30722  
Email: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
Office: (706) 529-2404

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**From:** Cindy Jackson  
**Sent:** Sunday, August 29, 2021 2:22 PM  
**To:** David Pennington <ais> <dpennington@ais-ins.net>; Gary Crews <gcrews@daltonga.gov>; Tyree Goodlett <tgoodlett@daltonga.gov>; Annalee Harlan <aharlan@daltonga.gov>  
**Cc:** Andrew Parker <aparker@daltonga.gov>  
**Subject:** Budget Amendment

Good Afternoon,

I wanted to give you a heads up that a substantial budget amendment will be presented at the next council meeting. I have attached the budget amendment for your review.

Please feel free to give me a call if you have any questions or need clarification.

Thanks,

**Administrative COVID Expenses**

<b>Item Number</b>	<b>Description</b>	<b>Amount</b>
1	Polo shirts for HHCS Staffing Assistance	\$ 2,850.00
2	COVID Vaccine PSA video	\$ 4,175.00
3	Meals at Regeneron/Vaccine Site	\$ 9,600.00
4	Fan Rental for Treatment Site	\$ 4,000.00
5	Logistics Supplies	\$ 7,500.00
6	Miscellaneous	\$ 1,000.00
7	Hamilton Staffing Assistance Cafeteria Meals	\$ 10,000.00
	<b>Total</b>	<b>\$ 39,125.00</b>

## Cindy Jackson

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**From:** Candace Eaton  
**Sent:** Monday, August 30, 2021 1:51 PM  
**To:** Andrew Parker  
**Subject:** Amounts

Hey,

Just talked to Mike at VIP trailers and he said he could give us a 10% discount for the next 6 week order. So to just estimate 8,000 every 2 weeks so 24,000 for 6 more weeks with a \$2,400 discount that makes for \$21,600 for potties. I think it should actually be cheaper and they owe us a refund from fuel and generator charges that we did not need, but just trying to get an estimate of prices.

Here is what I have spent so far:

8400	Buckin Burrito	Meals for 1400 employees at HMC
3300	VIP Porta Potties	Potties at Trade Center - one for staff and one for covid positive patients
4600	VIP Porta Potties	Potties at Trade Center - one for staff and one for covid positive patients
161.25	Buckin Burrito	Cookies for Night shift HMC
784.92	Axe Throwing	HMC event ( Hospital said this would have to come at a later time so they are just waiting for us
357.81	Coca Cola	HMC Event
97.35	Kroger	HMC Event
123.95	Inflated	HMC Event
445.03	Inflated	HMC Event
80.25	Coca Cola	HMC Event
1442.9	Mama Wilsons	HMC Event - Cookies for Thursday lunch and Sunday
55.33	Walmart	Snacks for employees working Trade Center

19848.79

25000	Beginning
-19848.8	Spent
5151.21	Remaining

*Candace K. Eaton*

Executive Director  
706-278-3332 -- Office  
706-934-9995 -- Cell  
[eaton@downtowndalton.com](mailto:eaton@downtowndalton.com)  
[www.downtowndalton.com](http://www.downtowndalton.com)



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 9/7/2021

**Agenda Item:** **The request of JeVoris Blackwell to rezone from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1), a tract of land totaling 0.13 acres located at 840 McAfee Steet. Parcel (12-218-02-069)**

**Department:** Planning and Zoning

**Requested By:** Ethan Calhoun

**Reviewed/Approved by City Attorney?** Sent for Review

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

See the attached staff analysis.



CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-19

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium Density Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract of Land Totaling 0.13 Acre Located At 840 McAfee Street (Parcel No. 12-218-02-069); To Provide An Effective Date; And For Other Purposes

WHEREAS, Jevoris Blackwell has filed an application with the City to rezone property located at 840 McAfee Street (Parcel No. 12-218-02-069);

WHEREAS, the Property is currently zoned Medium Density Residential (R-3);

WHEREAS, the Owner is requesting the Property be rezoned to Neighborhood Commercial (C-1);

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on August 23, 2021 and subsequently forwarded its favorable recommendation to the Mayor and Council;

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

-1-

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

-2-

The Property located at 840 McAfee Street identified as Parcel No. 12-218-02-069 is hereby rezoned from Medium Density Residential (R-3) to Neighborhood Commercial (C-1).

-3-

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

actions necessary to effectuate the rezoning of the Property as approved herein.

-4-

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

-5-

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

-6-

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

ADOPTED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON

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

**MEMORANDUM**

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

**FROM:** Jim Lidderdale  
Chairman

**DATE:** August 27, 2021

**SUBJECT: The request of JeVoris Blackwell to rezone from Medium-Density Single-Family Residential (R-3) to Neighborhood Commercial (C-1), a tract of land totaling 0.13 acres located at 840 McAfee Steet. Parcel (12-218-02-069)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on August 23, 2021 at 6:00 p.m. at the Edwards Park community center. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by JeVoris Blackwell.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which listed pros and cons for the proposed C-1 rezoning, and Calhoun went on to state that further research had been conducted since the staff analysis was written that resulted in the staff recommendation to approve the C-1 rezoning. There were no further questions for Calhoun.

JeVoris Blackwell stated that he was the owner of Marty Mart, the convenient store proposed to occupy the subject property. Blackwell went on to describe the history of the subject property as a commercial space that doubled as a community center prior to the Mack Gaston community center. Blackwell stated the adjacent residential property to the west was planned to be demolished in order to create more parking for the subject property. Blackwell stated that the subject property and building were ready for City inspection such as fire code compliance and other permitting. Zaquari Johnson, a business partner, stated that the plan for the subject property is to occupy the existing building with a neighborhood convenient store. Johnson stated that items such as over-the-counter medication, tobacco products, snacks, and basic auto parts would be some of the planned inventory. Scott DeLay confirmed with Blackwell that the proposed store would likely attract a lot of pedestrian traffic being that it is located in the heart of the residential neighborhood. Sir Hasan, another business partner, stated that he believes the store's opening will reinvigorate the neighborhood and allow the vacant building to be re-established as a viable business.

With no other comments heard for or against, this hearing closed at approximately 7:39pm.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested C-1 rezoning. **Chris Shiflett then made a motion to recommend approval of the annexation based on his agreement with the content of the staff analysis. Scott DeLay then seconded the motion and a recommendation to approve the C-1 rezoning followed, 3-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:** JeVoris Blackwell is seeking to rezone a tract of land from Medium-Density Residential (R-3) to Neighborhood Commercial (C-1) (parcel 12-218-02-069) containing a total of 0.13-acre located at 840 McAfee Street. The tract is currently developed with a 2,000SF commercial building. The rezoning request to (C-1) is sought to serve the purpose of allowing the petitioner to utilize the property for a small convenience store:

The surrounding uses and zoning are as follows: 1) to the north, is a single tract of land across McAfee St. that contains a commercial building zoned R-3; 2) to the east, there is a 0.1-acre tract of land containing a small single-family detached dwelling zoned R-3; 3) to the south, is an undeveloped 0.1-acre tract of land zoned R-3; 4) To the west, is a 0.1-acre tract of land contained a single-family detached dwelling zoned R-3.

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

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad August 6, 2021 (16 days notice) 2. Property posted August 6, 2021 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?			<u>X</u>
D. The following special requirements have an impact on this request: <b>100-year flood plain</b> <b>Site Plan</b> <b>Buffer Zones</b> <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>	     <u>X</u>	     <u>X</u>  <u>X</u>	     <u>X</u>

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

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

The area surrounding the subject property is largely zoned R-3. In fact, the entire block the subject property occupies is zoned R-3 with the vast majority of tracts being in conformity with the R-3 zone district. There are, however, a few tracts in the vicinity that contain older commercial buildings similar to the subject property. The issue of said commercial buildings within the R-3 zone district is that the commercial buildings have been vacant for long enough that they are no longer able to be utilized commercially per the non-conformity clause in the Unified Zoning Ordinance. The only way for the commercial building on the subject property to become a conforming use will be a commercial rezoning of the subject property. Generally speaking, the requested C-1 zone district is a great district for small commercial businesses to locate in central areas of a residential community in order to provide basic goods and services to said residential community as a convenience. Neighborhood commercial areas should be located in safely accessible areas where there is a concentration of residential development. Typically, we find these neighborhood districts at a crossroad area, much like the location of the subject property.

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

The subject property was developed for commercial use over 40 years ago according to the Whitfield County Tax records. Further researching the history of this area, staff discovered that the entire block, occupied by the subject property, was zoned M-2 at the time the subject property was developed. The City's zoning ordinance, during the 1970's, was of the pyramid style. The pyramid style zoning ordinance of this era permitted all defined land uses within the M-2 zone district from low-density single-family dwellings to large manufacturing operations and everything in between. The zoning ordinance also permitted little to no side setbacks or buffers at this time for most uses within the M-2 district that do not border properties zoned strictly residential. The findings from the research above explain, without a doubt, how the subject property was developed such as it is. With the exception of the crudely cemented parking area, the subject property's principle structure appears to have maintained much of its integrity and does not appear to be in a blighted state. Commercially developed properties are required in the UZO to provide for ample setbacks and buffers separating them from residential zone districts and development. The UZO's buffer standards clearly state that any C-1 zoned property should provide a minimum buffer area of 20' when it adjoins the R-3 zone district. Based on the subject property's existing commercial building and its location on the lot, there is no room to create any type of effective buffer along the majority of the side setbacks. Buffers are required in order to mitigate the effects of the commercial activity as it relates to the adjacent residential property. Buffers protect both the quality of life for residents adjacent to commercial property as well as the economic value of the residential property, and without adequate buffers in place, adjacent residential properties may suffer from the impacts of the adjacent commercial activity. It is fair to say, however, that the subject property has existed in a commercial state for several decades, and the adjacent single-family detached dwellings have remained occupied.

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

As stated previously, the subject property has been developed for commercial use since, at least, the late 1970's. For many years the subject property was zoned M-2 which meant that it was a conforming property until the adoption of the UZO in 2015 when the R-3 zone district was

applied to this area. The R-3 zone district was applied to this area due to the majority of developed property being single-family detached residential in character. Several properties, once developed commercially, were overlaid with the R-3 zone district making them non-conforming. In short, the subject property may be considered a hardship situation as the existing development of the subject property is unusable under the current R-3 zoning. The only way for the subject property to have a viable use, other than demolition and redevelopment, would be a commercial rezoning, and the C-1 zone district would be the most conservative viable commercial zoning for the property.

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

N/A

**(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

No issues regarding public utilities or infrastructure are noted with the exception of parking concerns. Staff took a close look into the existing parking area of the subject property and determined that the subject property could provide for, at most, five parking spaces per UZO specifications. The proposed convenient store use would require the subject property to provide for a minimum of 10 off-street parking spaces. If the requested C-1 rezoning and proposed convenient store are to be approved, a parking variance would be necessary. It is clearly stated in the UZO that all zone districts, with the exception of the C-2 Downtown district, provide for off-street parking. McAfee St. is clearly signed along each R/W near the subject property that no on-street parking is permitted. There is also a notable inconsistency in pedestrian infrastructure, such as sidewalks and crosswalks, in this area to safely allow nearby residents to safely walk to activity centers. A previous rezoning request sought for a similar situation near the subject property was recommended to be denied almost solely due to the fact that it was unable to provide for any off-street parking at all. The subject property could provide for, at least, some off-street parking opportunity.

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

The Comprehensive Plan and Future Development Map show the subject property to be within the Town Neighborhood Revitalization character area. This character area is intended to focus on aging neighborhoods within the city that have seen a decline in residential investment and that have been impacted by the encroachment of commercial and industrial developments. The goals for this character area are to restore the residential integrity to these areas by phasing out the aging heavy commercial and industrial developments. With that being said, however, one of the primary land uses recommended for this character area is neighborhood commercial. Essentially, low-intensity commercial land uses aimed at serving neighborhoods are not in conflict with this character area, and therefore, the requested C-1 rezoning would not be in conflict with the Comprehensive Plan and Future Development Map. The Town Neighborhood Revitalization character area also states that new development should be reflective of the established development pattern in the area. The subject property, as previously stated, has been developed for light commercial use for over 40 years.

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

There are no nearby or adjacent properties zoned for commercial land use, nor are there and active commercial properties operating as non-conforming entities. If this rezoning is approved, it will create an island of C-1 surrounded by the R-3 zone district. While this at first appears as a simple situation of “spot zoning,” this planner understands that the whole intent of the C-1 Neighborhood Commercial zone district is, in point of fact, to serve neighborhood areas with basic goods and/or services. The C-1 zone district does not have the same invasive and intensive characteristics as the general commercial and manufacturing zone districts most commonly associated with the term “spot zone.” The previously mentioned fact of the subject property’s longstanding development as a commercial property also impact this factor, since the character of the property would not be altered if this rezoning request to C-1 is approved.

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

N/A

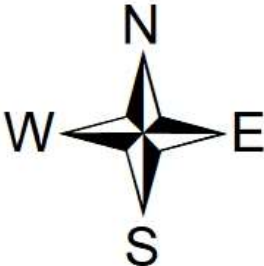
**CONCLUSION:**

The staff can provide the following pros and cons regarding the proposed C-1 rezoning:

1. The subject property has maintained a commercial character since it was most recently developed in the late 1970’s. The subject property was developed in conformity with the zoning ordinance and building codes of that era.
2. The Comprehensive Plan and Town neighborhood Revitalization character area do not conflict with the idea of a neighborhood commercial node within a residential zone district. The principle structure of the subject property has been established for several decades with much of its integrity intact, indicating that the property has been reasonable maintained through the years.
3. The subject property is capable of providing for up to five off-street parking spaces. While this falls notably short of the required ten spaces for the subject property, it is a significant increase in off-street parking opportunity than the recent commercial rezoning request on McAfee St.
4. There is no opportunity for an effective side-yard buffer along either the east or the west boundaries of the subject property. This property was, however, developed in a time where little to no setbacks were permissible, and no buffers were required due to the former zoning of adjacent properties.



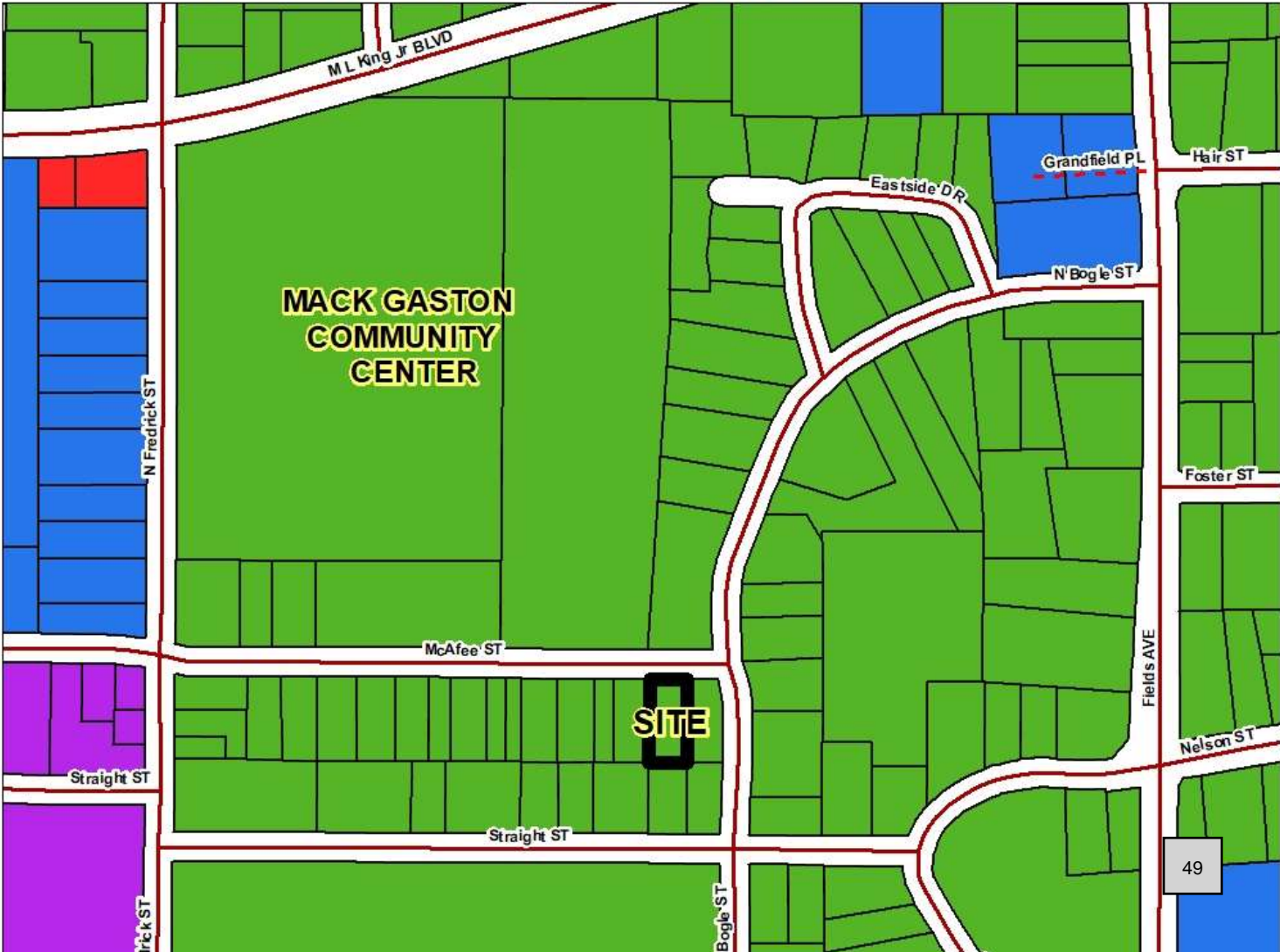
# Blackwell Rezoning Request R-3, Medium Density Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



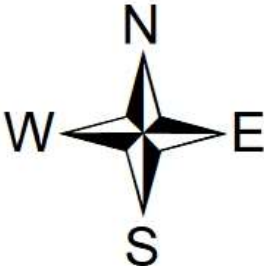
**Unified Zoning**

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

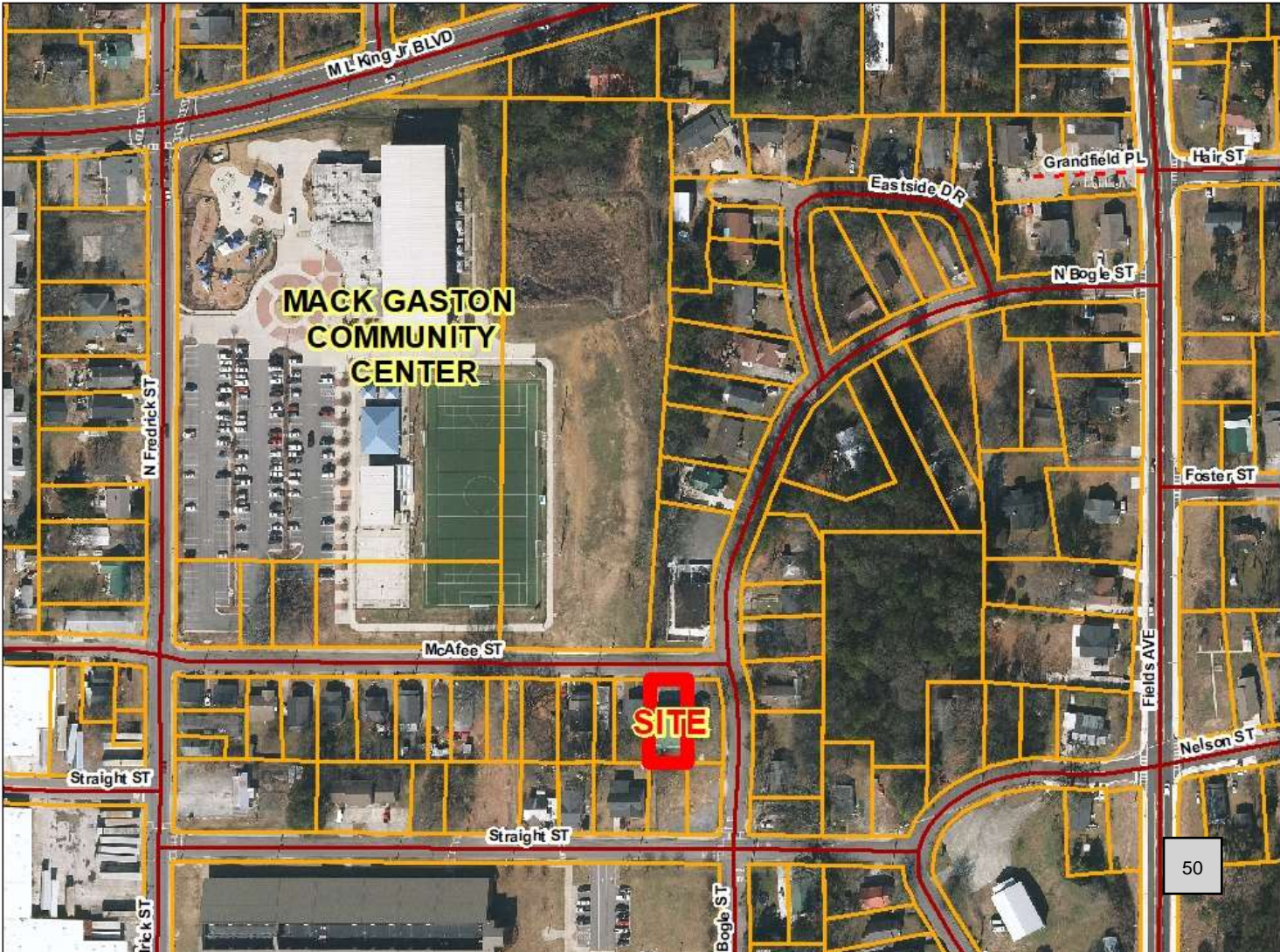
**FEET**  
**200**



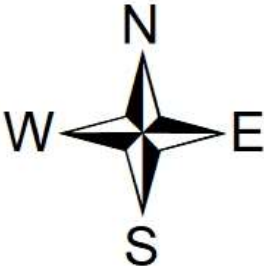
# Blackwell Rezoning Request R-3, Medium Density Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



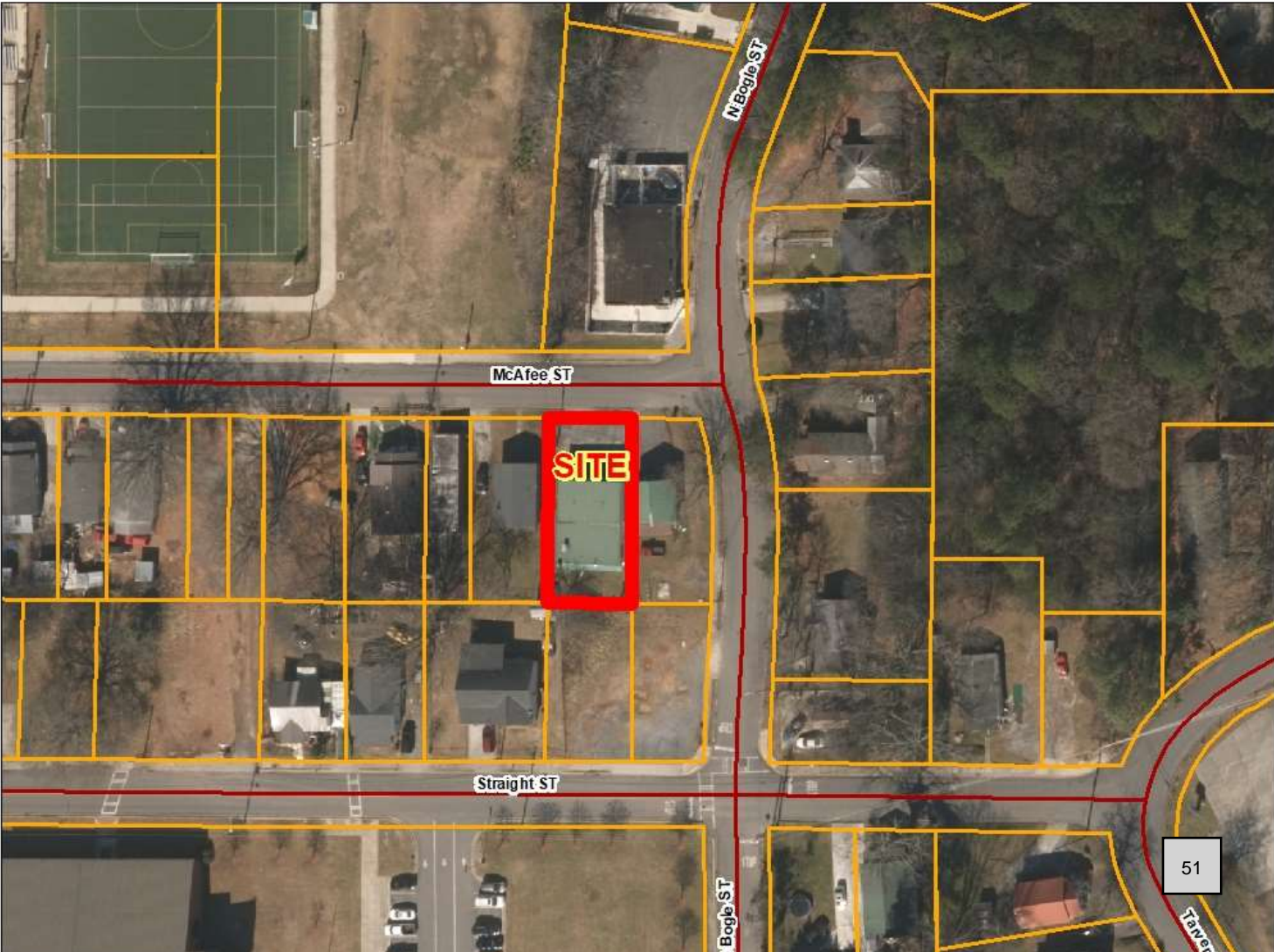
**FEET  
200**



**Blackwell Rezoning Request  
R-3, Medium Density Residential  
to  
C-1, Neighborhood Commercial  
CITY OF DALTON JURISDICTION**



**FEET  
100**





View facing the subject property from McAfee St.

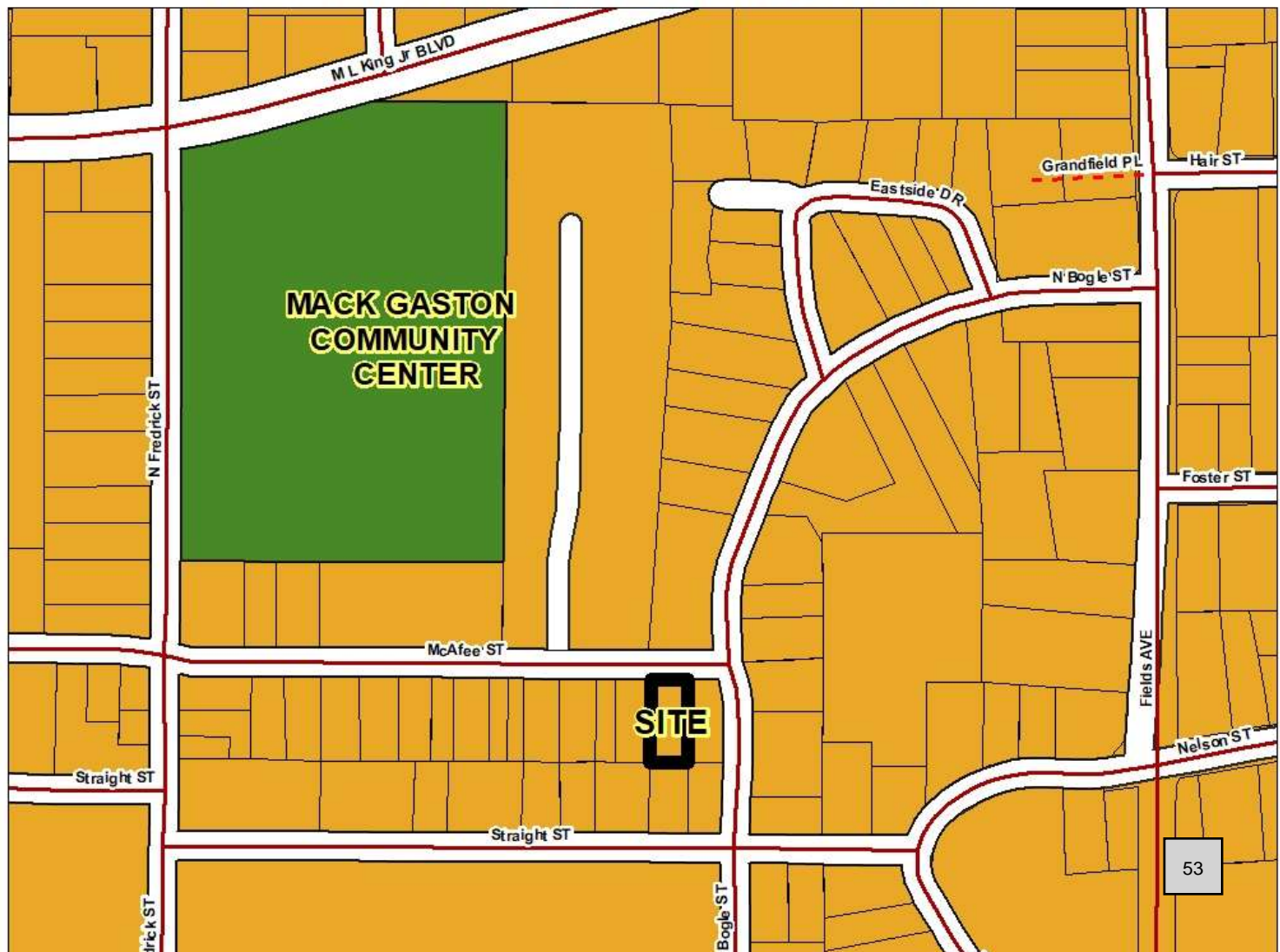
# Blackwell Rezoning Request R-3, Medium Density Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



**FUTURE DEVELOPMENT MAP**

-  Preserve
-  Town Neighborhood Revitalization

**FEET**  
**200**





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 09/07/2021

**Agenda Item:** Consideration of Letter of Intent to extend Lease of Dalton Aircraft, LLC.

**Department:** Airport

**Requested By:** Terry Miler

**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:**

Consideration of Letter of Intent to extend Lease of Dalton Aircraft, LLC.

**RESOLUTION  
NO. 2021-07**

To State The Intent Of The City Of Dalton To Extend Its Existing Ground Lease With Dalton Aircraft, LLC For An Aviation Facility And Hangar At Dalton Municipal Airport For An Additional Period Of Time Following Expiration of Current Lease; To Indicate Terms Modified As To Rent And Aviation Fuel Fees; To Condition Such Ground Lease Extension On A Charter Amendment Of The City Of Dalton For Leasing Of Airport Real Estate; And For Other Purposes

WHEREAS, on January 1, 2006, the City of Dalton, as Lessor, executed a Lease Agreement with Dalton Aircraft, LLC, as Lessee, for a certain tract or parcel of land located at the Dalton Municipal Airport (Jolly Field) for sole use as a non-commercial fixed based operator (NLFBO) as defined in Section 18-38 of the 2001 Revised Code of Ordinances for the City of Dalton for a period to and through December 31, 2025; and

WHEREAS, the Lessor and Lessee executed a First Amendment To Lease on December 21, 2015 extending the original lease term to and through December 31, 2035; and

WHEREAS, the Lessee has presented to the City through its Airport Authority plans for renovation and upgrade of its hangar and aircraft operations facilities which conform to future airport operations planning and the Airport Authority has conveyed to the Mayor and Council its approval thereof; and

WHEREAS, in conjunction with Lessee's renovation and upgrade of its facilities the Lessee will be reducing the size of the tract that it leases and seeks an additional extension of the term of its ground lease with the Lessor to and through December 31, 2046 and the City finds an extension proper in the circumstances; and

WHEREAS, the City will seek to amend its Charter by local Act of the General Assembly of Georgia in the 2022 Regular Session to have authority to lease land on the Dalton Municipal Airport (Jolly Field) for terms up to twenty-five (25) years;

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

-1-

The foregoing “WHEREAS” clauses constitute findings of fact of the Mayor and Council and may be considered as such in any future matter pertinent to the Lease Agreement between the parties.

-2-

Provided the City’s Charter is amended by legislative process in the Georgia’s General Assembly to authorize leases of lands up to 25 years and within a reasonable time following the effective date of such contemplated Charter amendment, the City of Dalton intends to make, execute, and enter an extension of a ground lease with Dalton Aircraft, LLC, its successor or assigns, to and through December 31, 2046 at 12:00 o’clock a.m. (midnight) for the land on which Lessee’s Hangar and aviation facilities are presently located reduced by such square footage as the parties may hereafter agree.

-3-

In consideration thereof Lessee must consent to amendment of the terms of the original lease, as amended, to downsize the area of the airport which are part of its current leasehold and to pay rent to the City on the new leased land pursuant to the City’s Lease Rates as set by the Airport Authority from time to time as well as pay a fuel flowage fee to the City based upon the rate structure as set by the Airport Authority from time to time. As part of such future lease extension the City shall receive an annual fuel flow report from the Lessee and be entitled to audit the fuel reports for accuracy of reporting and pay over of collected fees.



This Resolution and its passage by the Mayor and Council is limited only to a statement of the City's intent to extend ground lease but does not constitute an enforceable contract to extend ground lease or bind a future Mayor and Council.

SO RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF DALTON

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** September 7, 2021

**Agenda Item:** Roof Replacement

**Department:** Fire Department

**Requested By:** Chief Todd Pangle

**Reviewed/Approved  
by City Attorney?** Yes/No

**Cost:** \$73,019.42

**Funding Source if Not  
in Budget** CIP

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

This request is for replacing the current roof covering at station two located on Abutment Rd. The current roof has several leaks throughout the building, as well it has been patched several times over the past couple years. This contract will also include removing the skylights that are throughout the entire building and have been closed up from the interior. We will be replacing the current tar built up roof with a TPO type roof system.

# CITY OF DALTON, GEORGIA



**REQUEST FOR PROPOSALS (RFP)**

**For**

**PROJECT:**

**TPO ROOF COVERING INSTALLATION  
FOR DALTON FIRE STATION TWO  
CITY OF DALTON, GEORGIA**

**CITY OF DALTON FIRE DEPARTMENT**

**300 W Waugh St.**

**DALTON, GEORGIA 30720**

## **REQUEST FOR PROPOSALS (RFP)**

### **1.0 OVERVIEW AND GENERAL INFORMATION**

#### **Overview**

The City of Dalton requests proposals from qualified and professional contractors to furnish all labor, materials, equipment, and other necessary resources to perform all required work necessary to replace the entire roof covering at Dalton Fire Department Station Two. Station two is located at 1024 Abutment Rd., Dalton GA 30720. This work must be performed in accordance with the specifications contained in the Request for Proposals (RFP).

For purposes of this RFP, the City of Dalton will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor”.

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, Contractors submitting proposals may be required to participate in an interview with the Owner’s representatives.

An Agreement for services will be required with the selected contractor. A copy of the agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the city.

#### **Schedule**

<b>Date and Time</b>	<b>Event</b>
<b>By Appointment</b>	<b>Mandatory Pre-Proposal Site Visit</b>
August 9, 2021 at 3:00 PM	Questions Deadline
August 16, 2021 at 5:00 PM	RFPs Due
August 17, 2021 at 10:00 AM	Sealed Bid Opening

#### **Mandatory Pre-Proposal Site Visit**

All proposers are required to conduct a mandatory pre-proposal site visit for an inspection prior to submitting a proposal. **In order to submit a proposal on this project, a Contractor must have a representative of the firm conduct a pre-proposal site visit and must sign the sign-in sheet.** A site visit can be scheduled by contacting the fire department. **Deadline for site visits will be August 9, 2021 at 3:00 PM.**

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## Submission Information

The responsibility for submitting a response to this RFP on or before the stated date and time will be solely and strictly the responsibility of the Proposer.

Sealed Proposals will be received by the City of Dalton at the **City of Dalton Finance Department 300 W. Waugh Street, Dalton, Georgia 30720 until August 16 at 5:00 PM EST**. The envelope containing the proposals must be **sealed** and designated as the proposal for the project entitled:

SEALED PROPOSAL FOR: STATION  
ROOF COVERING REPLACEMENT  
DALTON FIRE DEPARTMENT STATION 2  
CITY OF DALTON, GEORGIA

No proposal may be withdrawn within sixty (60) days after the proposal opening and shall remain firm through this period. Proposals must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the firm. The City of Dalton reserves the right to waive any informality and to reject any and all proposals.

No proposals will be received or accepted after **5:00 PM EST August 16, 2021**. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proposer. The City of Dalton is not responsible for lost or misdirected mail.

## Questions and Addenda

All questions regarding this RFP shall be submitted in writing via email by the **questions deadline of 3:00 PM EST August 9, 2021**. Questions must be directed to:

Mike Russell, Deputy Chief  
City of Dalton Fire Department Email:  
[mrussell@daltonga.gov](mailto:mrussell@daltonga.gov)

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP due date. Proposers are advised to check the website for addenda before submitting a proposal. **Bids which fail to acknowledge the receipt of any addendum (if applicable) will result in the rejection of the offer if the addendum contains information which substantively changes the City's requirements.**

### Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City of Dalton, its officers, employees, and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of the Contractor. The City of Dalton may review any disputes and the City's decision shall be final.

### Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance Act, all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP, and **ALL SEALED PROPOSALS MUST INCLUDE EXECUTED E-VERIFY AND SAVE DOCUMENTS AT THE TIME OF THE OPENING.**

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement.

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for information purposes only.

## **2.0 Submittal Requirements/Format**

Format: The Parties interested in acquiring this Contract with The City of Dalton for installing TPO roof covering at Dalton Fire Station Two shall submit a written proposal package to meet the requirements below:

- A. The proposal shall set forth a lump sum cost for completion of the total Project. This cost should include installing TPO roof covering, as well as a contingency for replacement of decking/underlayment.
- B. The proposal shall outline a complete and detailed description of the work to be completed by the Contractor
- C. The proposal shall provide warranty information related to the project including the manufacturer's warranty on the roof (minimum 25 years) and roofing materials and the contractor's warranty on labor and workmanship (minimum 10 years).
- D. A list of clients (others Cities/Counties if possible), including the names, addresses, and a contact person/number, for which your company has completed similar work within the last three years.
- E. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size and purpose, and in a timely manner.
- F. Provide a written statement outlining the timeline of activities as well as a completion date for this project.
- G. Background information on your company, including the closest office location, as well as any financial ratings and reports if available, degree of work, if any, that is to be subcontracted.
- H. The contractor shall be responsible for the removal and proper disposal of any waste or other materials generated or produced during the project. Waste should include but not limited to, the removal of any and all roofing material, as well as any wood products being replaced. The cost of the waste disposal shall be included in the lump sum proposal price. Removal and disposal of waste materials shall be in accordance with industrial standards and in accordance with all Federal, State, and Local regulations
- I. Ability to meet insurance requirements, and attach a copy of a valid insurance certificate for the firm's general liability and proof of adequate worker's compensation coverage for employees.

### **3.0 Minimum Criteria Used to Determine Responsibility and Responsiveness of Proposals**

Proposals shall be reviewed and evaluated based on their relative responsiveness to the criteria described in section 2.0 and with those criteria's outlined below.

- A. Whether the Proposal demonstrates an understanding of the project (5 points)
- B. Whether the Proposal demonstrates an ability to complete the project in a timely manner (10 points)
- C. Whether the Proposer provided references or otherwise demonstrated it has performed satisfactorily in previous contracts of similar size and scope (10 points)
- D. Whether the Proposer has demonstrated the appropriate capacity, skill, and financial resources to provide the requested service (20 points)
- E. Whether the Proposer met the set insurance requirements and provided proof of same (10 points)
- F. Quality of materials proposed to be used on project (5 points)
- G. Total cost of project (40 points)

All work performed shall be of the highest quality in accordance with best management practices, procedures, and industry standards. The Proposer must conform to all Federal, State, and Local laws and governmental regulations.

### **4.0 Subcontracting**

Any person undertaking a part of the work under the terms of the proposal, by virtue of an agreement with the Contractor, must receive the approval of the City of Dalton Project Manager prior to any such undertaking. The City of Dalton reserves the right to terminate the contract, without penalty, if the subcontracting is completed without this approval.



## 5.0 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public. The City of Dalton reserves the right to terminate the contract, without penalty, if the Contractor fails to follow industry safety standards related to work of this nature.

## 6.0 Insurance Requirements

Insurance Requirements: Contractor shall procure and maintain for the duration of the contract and for a period of two years after completion of project, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater were required by law:

### Workers Compensation (WC):

State	Statutory
Federal	Statutory
Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

### Commercial General Liability (CGL):

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000 (per project)
Products/Completed Ops. Aggregate Limit	\$2,000,000

### Automobile Liability

Combined Single Limit	\$1,000,000
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Additional Insured: The vendor shall add the “City of Dalton, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the City of Dalton from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the City of Dalton an insurance certificate listing the City of Dalton (P.O. Box 1205, Dalton, GA 30722) as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the City of Dalton.

In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the City of Dalton
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

## **7.0 Method of Selection**

The City of Dalton is using the Competitive Sealed Proposal method of source selection for this procurement. An award, if made, will be made to the responsible provider whose proposal is most advantageous to the City, and most responsible and responsive as required by law, taking into consideration the factors set forth in this RFP. Providers submitting proposals may be afforded an opportunity for discussion, negotiation and revision of proposals. Discussions, negotiations and revisions may be permitted after submission of proposals and prior to an award for the purpose of obtaining the best and final offers. However, during the process of discussion, negotiation and revision, the government entity shall not disclose the contents of proposals to competing providers. All proposals shall be valid for a period of sixty (60) days from the submission date.

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## **Attachment A – Contract**

### **CITY OF DALTON FIRE DEPARTMENT**

#### **GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1024 Abutment Rd. upon which the Fire Department operates a fire station; and

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

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 1024 Abutment Rd. Dalton, GA 30720, hereinafter "subject property".

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

Days: \_\_\_\_

Time of day: 7:30AM – 7:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Fire Chief of Dalton Fire Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous

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

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

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

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
    - (1) Workers' Compensation statutory limits;
    - (2) Employer's Liability:
      - a. Bodily Injury by Accident - \$100,000.00
      - b. Bodily Injury by Disease - \$500,000.00 policy limit
      - c. Bodily Injury by Disease - \$100,000.00 each employee.
- CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.
- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
  - (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

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

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

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

Such notice to CONTRACTOR shall be mailed to: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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





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

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

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

23. **MISCELLANEOUS PROVISIONS:**

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

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

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

(d) **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

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

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

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

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

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

CONTRACTOR:

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

MAYOR

Attest: \_\_\_\_\_

CLERK

CITY



## **Attachment B – Required Submittals**

**CITY OF DALTON**  
**COMPETITIVE REQUEST FOR PROPOSAL**  
 (Goods or Services with Aggregate Cost of \$20,000 and Above)

**Department:** DALTON FIRE DEPT.  
**Date of Bid Opening :** 17-Aug  
**Place of Bid Opening:** CITY HALL  
**Time of Bid Opening:** 10:00AM  
**Dates Advertised:** 07/28/21-08/17/21

**A copy of the RFP scoring sheet or determination criteria must be attached.**

**STATION TWO ROOF**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Vendor</b>	<b>Bid Amount</b>	<b>Comments</b>
JBS ROOFING AND CONST.	\$69,980.99	
ALPHA COMMERCIAL ROOFING	\$73,019.42	
FIONA HUFF ROOF MANAGEMENT	\$202,868.00	ALT. BID \$112,926.00
CAMCO SERVICES	\$97,110.00	ALT. BID \$50,860.00
PRIME CONTRACTORS	\$99,945.00	

**Witnessed By:** *Phoebe Sear*  
**Finance Department:** \_\_\_\_\_  
**Department:** *Mike Russell*  
**Date:** 8/17/21  
**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Awarded To:** \_\_\_\_\_  
**In The Amount Of:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 09/07/21

**Agenda Item:** Task Order 001A - Amendments to Professional Services  
Task Order 001 with Arcadis U.S., Inc. for Prater Alley Area  
Drainage Study

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$57,605 (lump sum price)

**Funding Source if Not  
in Budget** 2015 SPLOST - SP158

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

This will authorize Task Order 001 A under the Master Services Agreement with Arcadis to address the development of construction plans for a new detention pond on the property adjacent to City Hall.

See attached Task Order for additional information about the scope of the project.

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number: 001A**  
**Task Order Date: August 13, 2021**

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

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

Client's Project Number: \_\_\_\_\_  
Project Name: Prater Alley – Design Services  
Client's Representative: Andrew Parker

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

Arcadis's Job Number: \_\_\_\_\_  
Arcadis's Representative: Richard Greuel, P.E.

**3. Time Schedule:** Arcadis shall use reasonable efforts to complete its work by: 160 days from receipt of surveying data or Notice to Proceed whichever is greater

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

\$ 57,605 [ ] This Task Order's Method of Payment is incorporated and attached as Attachment 2.

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

**6. Amendment:** [ 1 ] This Task Order amends a previously executed Task Order:  
Previous Task Order Number: 001 Previous Task Order Date: March 11, 2020

---

**ISSUED AND AUTHORIZED BY:**  
Client

**ACCEPTED AND AGREED TO BY:**  
Arcadis, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

# PROFESSIONAL SERVICES TASK ORDER

## Task Order Number: 001A

### Attachment 1 Description of Project & Scope of Work

#### **Introduction**

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering support to develop infrastructure improvements related to known flooding issues along Prater Alley and West Tyler Street. Previously, Arcadis conducted a drainage study of the area and identified various improvements which could be implemented to reduce flooding within the basin (see report titled "Prater Alley Drainage Study" dated November, 2020).

This Task Order will address development of construction plans for a new detention pond on the property adjacent to City Hall as described in Scenario A of the report. Additionally, this construction plans will also include improvements at West Tyler Street consisting of upgrading existing drainage system under the roadway to a 72-inch diameter system within the right-of-way immediately downstream of the site known as Warehouses of Dalton.

Unlike the detention pond described in the previous report, the proposed pond will consist of an underground detention pond and a small park above it on the 5 parcels (Parcel IDs 12-219-39-001, 12-219-39-002, 12-219-39-003, 12-219-39-011, 12-219-39-012) adjacent to City Hall. It is understood that the park will consist of limited hardscapes (i.e. sidewalks) and limited plantings (shrubs and trees).

#### **Task 1 – Construction Plans**

##### 30% Plans

Arcadis will prepare a design submittal at the 30-percent design stage and submit to the City of Dalton Public Works Department for review. The 30-percent design drawings and deliverables will include:

- 30% Submittal Construction Plan Sheets
  - Title Sheet
  - Existing Conditions Plan
  - Demolition Plan
  - Site, Grading and Drainage Plan
  - Preliminary Landscaping Plan (layout only)
  - Limited Construction Details

Additionally, Arcadis will provide a brief stormwater management memo outlining the hydrologic / hydraulic performance of the proposed improvements. Please note that Arcadis will utilize the same model developed previously for the Prater Alley Drainage Study. As such, this memo will focus on illustrating the differences between the existing and proposed conditions of the design / plan.

#### Deliverables:

- 30% Construction Plans (PDF Format)
- Stormwater Management Analysis memo (PDF Format)

#### Assumptions:

- No significant changes to the configuration of the conceptual design improvements outlined in the original report in the previous effort.
- ARCADIS will address one round of review comments for the 30-percent design.
- The City will provide one set of consolidated review comments for the 30% Design Plan submittal.

- The scale of plan drawings will be 1-inch equals 20-feet.
- This project will be exempt from water quality, channel protection, and detention requirements of the City's Land Development Ordinance.
- It is anticipated that the disturbed area of the project will be greater than 1 acre, as such, a NPDES Construction permit will be required for this project. Additionally, the project does lie within 200-feet of State Water. Therefore, the City will need to issue a Land Disturbance Permit for the project under the Georgia Erosion & Sedimentation Act.
- Any additional surveying required for the project will be secured separately by the City.
- No geotechnical or environmental design services will be required for this project. The geotechnical investigation previously secured by the City will be sufficient for design.
- The City will coordinate removal of any buildings and associated materials / remediation separately and will not be included in the plans.
- GDOT standard details and specifications will be sufficient for the project for drainage elements.
- No structural design services will be required for the project. It is assumed that the underground detention pond will consist of a proprietary system (example R-Tank® Stormwater Modules).
- Landscaping plans will consist of limited plantings consisting of trees and shrubs and will be illustrated on a single sheet.

#### 60% Plans

Arcadis will prepare a design submittal at the 60-percent design stage and submit to the city for review. The 60-percent design drawings and deliverables will include:

- 60% Submittal Construction Plan Sheets
  - Title Sheet
  - General Notes
  - Existing Conditions Plan
  - Demolition Plan
  - Tree Protection Plan (if required)
  - Site, Grading and Drainage Plan
  - Pipe Profiles
  - Traffic Control Plan
  - Landscaping Plan
  - Erosion & Sedimentation Plans
  - Erosion & Sedimentation Details
  - Standard Details

#### Deliverables:

- 60% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

#### Assumptions:

- ARCADIS will address one round of review comments for the 60-percent design.
- The City will provide one set of consolidated review comments for the 60% Design Plan submittal prior to the plan review meeting.
- The scale of plan drawings will be 1-inch equals 20-feet



90% Plans

Arcadis will prepare a design submittal at the 90-percent design stage and submit to the City for review. The 90-percent design drawings and deliverables will include:

- 90% Submittal Construction Plan Sheets
  - Title Sheet
  - General Notes
  - Existing Conditions Plan
  - Demolition Plan
  - Tree Protection Plan (if required)
  - Site, Grading and Drainage Plan
  - Pipe Profiles
  - Traffic Control Plan
  - Landscaping Plan
  - Erosion & Sedimentation Plans
  - Erosion & Sedimentation Details
  - Standard Details

It is the intent of the 90% drawings to be sufficient for permitting. Following completion of the effort, Arcadis will provide a 90% set of construction plans marked “For Permitting” signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

## Deliverables:

- 90% Construction Plans (PDF Format and 1 hardcopy)
- Stormwater Management Analysis memo (PDF Format) – If changed from the previous submittal.

## Assumptions:

- ARCADIS will address one round of review comments for the 90-percent design.
- The County will provide one set of consolidated review comments for the 90% Design Plan submittal prior to the plan review meeting.
- Following completion of this task, the plans will be considered final and sealed / signed drawings will be provided.

**Task 2 – Permitting Support**

Following completion of the plans, it is assumed that the City Public Works staff will submit the plans to the appropriate agency for issuance of a Land Disturbance permit. Arcadis will provide support for the permitting effort. This will include plan revisions and answers to questions submitted by the plan reviewers. Following completion of the effort, Arcadis will provide a 100% set of construction plans marked “For Construction” signed and sealed by a Georgia Registered Engineer with a Level II Design certification by the Georgia Soil and Water Conservation Commission.

**PROFESSIONAL SERVICES TASK ORDER**  
**Task Order Number: 001A**

**Attachment 2**  
**Task Order Payment Terms**

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

**2021 Rate Schedule**

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

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

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

\*Mileage will be billed at the current federal mileage rate

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

**PROFESSIONAL SERVICES TASK ORDER**  
**Task Order Number: 001A**

**Attachment 3**  
**Special Conditions**

None.



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	09/07/2021
<b>Agenda Item:</b>	Change Order 001 to Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center Additional Survey
<b>Department:</b>	Public Works
<b>Requested By:</b>	Megan Elliott
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$8,400 (lump sum price)
<b>Funding Source if Not in Budget</b>	2021 Bond Issue Project

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

This request is to approve Change Order 001 to the Professional Services Agreement with Lewis & Associates Land Surveying, LLC to complete the additional survey work needed to facilitate the design for the City of Dalton Aquatic Center site. The additional scope of work includes boundary survey work and topographic survey of approximately 11.8 acre site.

A Location Map of the additional overall survey area needed has been attached, and the work is to be completed within 4 weeks, if approved.

See attached proposal for additional information about the scope of work.



## CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: Professional Services Agreement with Lewis & Associates Land Surveying, LLC

CONTRACTOR: Lewis & Associates Land Surveying, LLC.

Contractor (Lewis & Associates Land Surveying, LLC.) and the City of Dalton mutually agree to modify the contract for the Professional Services Agreement with Lewis & Associates Land Surveying, LLC. to include additional survey needed for facilitating the design of the Dalton Aquatic Center.

See attached for the additional scope of work and location map.

The contract increase for the addition of this work is \$8,400 (lump sum pricing).

Additional work should be completed within 4 weeks of approval.

BY:

Megan Elliott  
Assistant Public Works Director

Agreed to by:

Contractor Representative & Title (Print): \_\_\_\_\_

Contractor Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_





P.O. Box 2046 | Dalton, GA 30722-2046  
Office: 706.278.7518 | Fax: 706.529.4513

June 28, 2021

The City of Dalton, GA  
Attn: Mr. Andrew Parker, PE  
535 Elm Street  
Dalton, GA 30720

Re: Proposal for Surveying Services  
Proposed Aquatic Center at Dalton Mall (2)  
Dalton, GA

Dear Mr. Parker,

Lewis & Associates Land Surveying, LLC is pleased to provide the following proposal for your project.

Lewis & Associates Land Surveying, LLC (LALS) will perform a boundary and topographic survey of the ±11.8 acre site as shown on the attached map provided by the City of Dalton (The City). LALS will provide data on all existing storm drainage structures and pipes within the survey area. LALS will coordinate with a private utility locate firm to have all underground utility lines located and marked to be included in the survey data. LALS will prepare a drawing of the survey data to include 1-foot contour intervals, spot elevations, utility and storm drain information, and property lines adjacent to the survey area. LALS will provide hard copies of the survey map, as well as digital files (pdf, AutoCAD .dwg file, Civil 3D surface files, Land XML files, point files, etc.) as required by the City within four (4) weeks of a Notice to Proceed. All work will be performed in accordance with current state & local survey requirements and City of Dalton requirements. Our fee for these services is outlined below. Any additional work as requested by The Client will be billed at our standard rates as listed on the attached sheet.

If this proposal is acceptable, please sign below and return a copy to our office. This will serve as the Notice to Proceed.

We greatly appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please contact me at 706-278-7518 x 101.

Sincerely,  
Christopher L. Lewis, PLS



## STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Client shall sign where indicated or respond to Lewis & Associates Land Surveying, LLC (LALS) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Client and LALS.
- LALS will complete the work as described in the proposal in a timely manner unless delayed. Delays may include stopping work at the Client's request, inclement weather, lack of information or other factors beyond the control of LALS.
- The Client assures LALS that it has permission to work on the subject property and that the property will be accessible and free of obstructions. LALS may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities, structures, or property corners.
- The limits of liability for the surveyor shall be \$10,000 or the contract amount, whichever is the lesser.
- This proposal **DOES** include the services of a private utility location firm.
- This proposal **DOES NOT** include any state or local review or recording fees.
- The Client shall furnish LALS with any specialized billing procedures.



Lewis & Associates Land Surveying, LLC  
Dalton Mall Aquatic Center  
Dalton, Georgia

**STANDARD FEE SCHEDULE**

<u>Position</u>	<u>Hourly fee</u>
Professional Surveyor	\$150
Survey Crew	\$150
CAD Draftsman	\$90
Project Manager	\$100
Computations	\$100
Clerical	\$45

<u>Reimbursable expense</u>	<u>Rate</u>
Additional Plat copies	\$2.50
Shipping	at cost
Other expenses	at cost
Plat recording	\$25 + cost
Review fees	at cost





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 09/07/2021

**Agenda Item:** Ratification of MOU between the City of Dalton and Whitfield County.

**Department:** City Administration

**Requested By:** Andrew Parker

**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:**

Ratification of MOU between the City of Dalton and Whitfield County as to Distribution and Administration of Monoclonal Antibody Therapy in Whitfield County Correction Center

STATE OF GEORGIA  
COUNTY OF WHITFIELD

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF DALTON AND WHITFIELD COUNTY  
AS TO DISTRIBUTION AND ADMINISTRATION  
OF  
MONOCLONAL ANTIBODY THERAPY IN  
WHITFIELD COUNTY CORRECTIONAL CENTER**

The undersigned governmental entities, the City of Dalton (“the City”), of the first part, and Whitfield County (“the County”), of the second part, recite and agree as follows:

**RECITALS**

WHEREAS, the City and the County desire to cooperate with the other in addressing medical cases of COVID 19 within the inmate population in the Whitfield County Correctional Center to provide therapeutics as approved by the U. S. Food and Drug Administration (“FDA”) intended to prevent worsening of mild to moderate symptoms of the disease and potential hospitalization; and

WHEREAS, the City has established a program utilizing qualified medical professionals and volunteers to address the COVID 19 pandemic in the community through administration of vaccine and now under an Emergency Use Authorization of FDA has established resources and capacity to administer by subcutaneous injection monoclonal antibody therapies for persons age 12 and older with mild to moderate symptoms after COVID 19 diagnosis pursuant to FDA guidelines; and

WHEREAS, the County operates and maintains a detention facility being the Whitfield County Correctional Facility in which inmates who are diagnosed with COVID 19 must be quarantined within the population, and

WHEREAS, its Medical Director and clinical staff consider proper administration of monoclonal antibody therapy to be useful in alleviating illness in inmates suffering with a COVID 19 diagnosis where the inmate consents to and seeks such treatment; and

WHEREAS, the City is able and willing to provide to the County out of its supply the Emergency Use Authorization-approved monoclonal antibody therapeutics for the County's use in treatment of inmates of the Whitfield County Correctional Center as maybe determined to be proper by the County's Medical Director following guidelines of FDA for administration;

NOW, THEREFORE, the City and County evidence this agreement and understanding in the matter as follows:

-1-

The City through its COVID 19 Vaccine Program Administrator will provide the County, without fee or charge, from its supply of monoclonal antibody therapeutics (likely casirivimab and imdevimab) for subcutaneous injection. No guaranty as to quantity or supply continuation is undertaken by the City in this regard but the County through its Medical Director shall keep the City Administrator informed of estimated acute needs and the parties shall cooperate in good faith to supply the anticipated need for these therapeutics.

-2-

County will accept the monoclonal antibody therapeutics and cooperate with the City in tracking and accounting for the administration and usage thereof. County through its Medical Director shall be responsible for the proper storage and administration of such therapeutics in accordance with FDA requirements and other available federal guidance. City will have no responsibility for administration and usage of the monoclonal antibody therapeutics once

delivered into the custody of the County's Medical Director. City will have no responsibility for training County personal or volunteers in administration of such therapies.

-3-

The parties recite and agree that administration of the monoclonal antibody therapy to any inmate in the Whitfield County Correctional Facility will be subject to a voluntary consent of the inmate receiving the therapy. The City shall have no duty or responsibility for obtaining inmate consent nor for administration and observation for any reaction or side effects after administration.

-4-

The parties agree and recite that this MOU and understanding shall not constitute any kind of partnership or joint venture between the parties creating liability for the other on account thereof.

-5-


City and County acknowledge and recite that this MOU is made in consideration of both federal and State emergency pandemic declarations with intent that all liability immunities and protections thereunder for the officers, agents, employees, Vaccine Administrator of the City, and Medical Director of the County, and any employees or volunteers be applicable. Further, this MOU is made in consideration of the Mayoral Declaration of a Local State of Emergency Related to Rising COVID-19 Hospitalizations of August 16, 2021.

-6-

This MOU will terminate automatically and without action needed by either party upon expiration of the City of Dalton Mayoral Declaration of Local State of Emergency Related to Rising COVID-19 Hospitalizations of August 16, 2021.

This \_\_\_\_\_ day of August, 2021.

CITY OF DALTON

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

WHITEFIELD COUNTY

By:   
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
County Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 09/07/2021

**Agenda Item:** PSC Unexpired Appointment - Alex Brown

**Department:** City Clerk Office

**Requested By:** Gesse Cabrera

**Reviewed/Approved by City Attorney?** N/A

**Cost:** N/A

**Funding Source if Not in Budget** N/A

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

Appointment of Alex Brown to the Public Safety Commission to fill an unexpired 5-year term to expire December 31, 2025.