



**MAYOR AND COUNCIL MEETING  
MONDAY, AUGUST 01, 2022  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

- [1.](#) Mayor & Council Minutes of July 18, 2022

**New Business:**

- [2.](#) Acceptance of Tentative Allocation of Federal and State Grants for FY23 for Dalton Municipal Airport
- [3.](#) Memorandum of Understanding between The City of Dalton and Downtown Dalton Development Authority for Burr Performance Arts Park

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JULY 18, 2022

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Annalee Sams, Council members Dennis Mock, Tyree Goodlett and Steve Farrow, City Attorney Terry Miller and City Administrator Andrew Parker. Mayor David Pennington was absent.

CALL TO ORDER

Mayor Pro-tem Annalee Sams called the meeting of the Mayor and Council to order.

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Goodlett, the Council amended and approved the agenda to include an item entitled “Parking Deck Demolition Contract”. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of June 20, 2022. On the motion of Council member Goodlett, second Council member Mock, the minutes were approved. The vote was unanimous in favor.

ALCOHOL BEVERAGE APPLICATION

New 2022 Alcohol Beverage Application

On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the following application:

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

The vote was unanimous in favor.

FINDLAY ROOFING FOR ROOF REPLACEMENT AT DFD STATION FOUR

The Mayor and Council reviewed the General Construction Agreement with Findlay Roofing for Roof Replacement at DFD Station Four at 1800 Dug Gap Road in the amount of \$23,820.00. On the motion of Council member Mock, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

ORDINANCE 22-17 - MARIA DE LA LUZ CALVILLO ANNEXATION

Ethan Calhoun, Assistant Planning Director presented the request from Maria De La Luz Calvillo for the Annexation of 1315 Walston Avenue, Tax Parcel 12-184-01-044. On the motion of Council member Mock, second Council member Goodlett, the Annexation was approved. The vote was unanimous in favor.

ORDINANCE 22-18 BRIAN LONG RE-ZONING REQUEST

Ethan Calhoun, Assistant Planning Director presented the request from Brian Long to change the Zoning of 604 Sheridan Avenue, Tax Parcel 12-255-06-016, a 1.6-acre Tract, from Heavy Manufacturing (M-2) to General Commercial (C-2). On the motion of Council member Mock, second Council member Farrow, the rezoning request was approved. The vote was unanimous in favor.

ORDINANCE 22-19 ENRIQUE MEZA REZONING REQUEST

Ethan Calhoun, Assistant Planning Director presented the request of Enrique Meza for the request of a zoning amendment from Heavy Manufacturing (M-2) to Transitional Residential (R-6) for 42 S. Glenwood Avenue, Tax Parcel 12-238-18-017. Mr. Calhoun stated that should the parcel be re-zoned he recommends that the property be re-zoned to R-5, further stating the Mayor and Council has the option to limit the use of the property to stay as a single-family dwelling. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council accepted Calhoun's recommendation and rezoned the property to R5 not R6 and placed a condition on the property that only single-family dwellings be permitted. The vote was unanimous in favor.

RATIFICATION OF DALTON CONVENTION CENTER LICENSE AGREEMENT FOR MUNICIPAL COURT

City Administrator Andrew Parker presented the Dalton Convention Center License Agreement for Municipal Court to relocate from City Hall to the Trade Center through the remainder of 2022 in the amount of \$14,524.50. On the motion of Council member Farrow, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor.

RESOLUTION 22-05 – FIRST BANK ALLEY LEASE

The Mayor and Council reviewed Resolution 22-05 To Make Findings of Fact Concerning Public Benefit Of Continuing Allowance Of Use Of Portions Of King Street Adjacent To First Bank Of Dalton and Alley Adjacent Thereto As Access Points For Drive-Through Banking And Depository Services; To Authorize Renewal Of Lease, Permit, And Authority For Such Uses By FBD Holding Company, Inc., now First Volunteer Corporation, Its Successors And Assigns, For Operation Of Its Banking Services, To Provide For Execution Of Lease Permit; And For Other Purposes. On the motion of Council member Mock, second Council member Farrow, the Resolution was adopted. The vote was unanimous in favor.

RESOLUTION 22-06 HUMANE SOCIETY OF NORTHWEST GEORGIA BY LIMITED WARRANTY DEED

City Administrator Andrew Parker presented Resolution 22-06 Authorizing Transfer of Real Property to the Humane Society of Northwest Georgia by Limited Warranty Deed. Parker stated the Limited Warranty Deed has a reversionary measure that states the property must be used as an animal control shelter or it will revert back to the City. On the motion of Council member Mock, second Council member Goodlett, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 22-07 - APPROVAL OF THE FISCAL YEAR 2022 - 2023 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFO Cindy Jackson presented Resolution 22-07 to the Mayor and Council. Jackson stated the City is required to prepare an Annual Action Plan. Jackson further stated the Resolution is Authorizing the Adoption and Approval of the Fiscal Year 2022 - 2023 Annual Action Plan Under the Community Development Block Grant Program. On the motion of Council member Goodlett, second Council member Farrow, the Resolution was adopted. The vote was unanimous in favor.

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DALTON AND THE CARPENTRY, LLC.

CFO Cindy Jackson presented a Development Agreement between the City of Dalton and The Carpentry, LLC for Tax Increment Financing within Tax Allocation District #1 (Downtown TAD Area) in the amount of \$970,664 as recommended by the TAD Committee. On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

AGREEMENT WITH ENVIRO TRENCHLESS, LLC FOR WALNUT NORTH CENTRIFUGALLY CAST CONCRETE PIPE LINING SERVICES

Public Works Director Chad Townsend presented an Agreement with Enviro Trenchless, LLC for Walnut North Centrifugally Cast Concrete Pipe Lining Services in the amount of \$159,641.00. On the motion of Council member Farrow, second Council member Mock, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

CSX PRELIMINARY ENGINEERING AGREEMENT

Public Works Director Chad Townsend presented the CSX Preliminary Engineering Agreement for the construction of the North Thornton Avenue Sidewalk Project at an estimate cost of \$15,000.00. On the motion of Council member Mock, second Council member Goodlett, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

PARKING DECK DEMOLITION CONTRACT

Public Works Director Chad Townsend a contract between the City of Dalton and D.H. Griffin Wrecking Co., Inc. for the demolition of the downtown parking deck in the amount of \$386,080.00. City Attorney Terry Miller stated that this project was an emergency to protect life, health and safety based on the engineering evaluation. Miller stated this process did not go thru an RFP or bidding process due to it being an emergency. On the motion of Council member Mock, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 4  
July 18, 2022

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:36 p.m.

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Bernadette Chattam  
City Clerk

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David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** August 1, 2022

**Agenda Item:** FY23 Federal and State Tentative Allocation of Funds to Dalton Municipal Airport

**Department:** Airport

**Requested By:** Andrew Wiersma

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

**Cost:** N/A

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

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

Federal and State Grants have been tentatively allocated to the Dalton Municipal Airport for FY23 in the amount of \$1,863,778. Acceptance of these funds requires local match funding of \$24,139. Projects to be funded include removal of obstructions to the runway 32 approach, engineering services for the design of runway, taxiway and lighting rehabilitation, and rehabilitation of main aircraft parking ramp. Letter to be signed by Mayor is a letter of intent to fund the local match portion. These numbers are tentative. Final numbers may vary according to actual project costs and will be presented to the Mayor and Council for approval at the time of project funding. Also included for Mayor's signature is an application for Federal funding in the amount of \$139,500 for the design of runway, taxiway and lighting rehabilitation.

**AIRPORT MANAGER**

ANDREW WIERSMA  
P.O. BOX 1205  
DALTON, GEORGIA 30722  
AIRPORT (706) 259-2200  
CELL (706) 618-4384  
[awiersma@daltonga.gov](mailto:awiersma@daltonga.gov)



**AIRPORT AUTHORITY**

DANNY MORGAN, CHAIRMAN  
GARY CREWS  
EARL BOYD  
CHESTER CLARK  
BENNY DUNN  
[www.daltonga.gov](http://www.daltonga.gov)

Mr. Russell R. McMurry, P.E., Commissioner  
Georgia Department of Transportation  
600 W. Peachtree St., NW  
Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund the following three projects at the Dalton Municipal Airport.

1. **Obstruction Removal – Design and Construction**
2. **Runway and Taxiway Pavement and Electrical Rehabilitation - Design**
3. **Apron Pavement Rehabilitation (Phase 2) - Construction**

- In accordance with Department policy, we respectfully request state funding assistance in the amount of 50% of the eligible nonfederal share of the federal projects.
- We respectfully request that the Obstruction Removal project be covered with BIL funding and the Design Runway Rehabilitation and Electrical Rehabilitation and Taxiway and Electrical Rehabilitation be covered with Federal AIP funds, as submitted in the most recent update to the 5-year CIP. Enclosed is the Federal application for AIP funding for the Design Runway Rehabilitation and Electrical Rehabilitation and Taxiway and Electrical Rehabilitation.
- Will meet the following project schedule:

Project	Obstruction Removal Design & Const	RW & TW Pvmt & Elec Rehab - Design	Apron Rehab (Phase 2) Construction
Scope/ Fee Submittal	July	June	January
GDOT Scope/Fee Response	August	July	February
Final Scope/Fee Submittal	August	July	February
GDOT Contract	September	August	March
Sponsor Execution	September	August	March
Bid Advertisement	October	TBD	August
Bid Opening	November	TBD	September
Certified Bid Tab Submittal	November	TBD	September

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY23 or consider deferring the project to the next fiscal year.

Sincerely,

David Pennington, Mayor  
City of Dalton

cc: Damon Carr, Aviation Project Manager  
Andrew Wiersma, Airport Manager



**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="11/30/2021"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
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**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="58-6000557"/>	* c. Organizational DUNS: <input type="text" value="0758692300000"/>
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**d. Address:**

\* Street1:   
Street2:   
\* City:   
County/Parish:   
\* State:   
Province:   
\* Country:   
\* Zip / Postal Code:

**e. Organizational Unit:**

Department Name: <input type="text" value="Dalton Municipal Airport"/>	Division Name: <input type="text"/>
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

Title:

Organizational Affiliation:

\* Telephone Number:  Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Design of Runway Pavement and Electrical Rehabilitation and Taxiway Pavement and Electrical Rehabilitation.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="139,500.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value="7,750.00"/>
* d. Local	<input type="text" value="7,750.00"/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="155,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** August 1, 2022

**Agenda Item:** Memorandum of Understanding between The City of Dalton and Downtown Dalton Development Authority for Burr Performance Arts Park

**Department:** Recreation

**Requested By:** Caitlin Sharpe

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

**Cost:** N/A

**Funding Source if Not in Budget**

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

The purpose of this Memorandum of Understanding is to establish a general framework for collaboration between the City and Dalton Downtown Development Authority for the management of Burr Performance Arts Park.

Memorandum of Understanding  
Between  
The City of Dalton, Georgia  
Parks and Recreation Department  
And  
Downtown Dalton Development Authority  
for  
Burr Performance Arts Park

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between PARKS AND RECREATION DEPARTMENT OF THE CITY OF DALTON, GEORGIA (the “City”) and DOWNTOWN DALTON DEVELOPMENT AUTHORITY (the “DDDA”).

**PURPOSE**

1. The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between the City and the DDDA as it relates to management of Burr Park. It will assist in defining the relationship between the Parties to ensure that the goals of each are accomplished in a mutually supportive way and ensure Burr Performing Arts Park is responsibly used.

**BACKGROUND**

1. The Burr Performing Arts Park, the crown jewel of downtown, was conceived, designed and built in its unique location for the purpose of hosting events which would be considered entertainment, recreational, or educational in nature, and is specifically suited for performing arts. Burr Performing Arts Park (Park) is owned by the City of Dalton and is a part of its parks system.

**TERM**

1. This MOU shall have an initial term of one (1) year and shall automatically renew for a maximum of two (2) additional one (1) year terms unless either of the Parties provides the other written notice of its intent not to renew at least thirty (30) days prior to such renewal.

**RESPONSIBILITIES OF DDDA**

1. Serve as the primary contact for Burr Performing Arts Park facility use requests
2. Follow proper permitting processes that ensure facility use request are filtered to the appropriate city departments of the permitting process (i.e. – parks and recreation department, public works department, police department, fire department, city administrator’s office, finance department).
3. Only allow events that reflect well upon the City, the parks and recreation department and the downtown businesses
  - i. Any public performance element of the event sponsor’s use of the premises must be “family friendly” and appropriate for audiences of all ages. It shall not include profanity, nudity, obscenity, racism/racial slurs, bigotry, hatred, violence, horror, innuendo, blasphemy, taunting, bullying, gang symbolism, or other gestures or behavior that is inappropriate for an “all ages” event.
  - ii. Event should only be approved if deemed community friendly and assist in the spirit of the park purpose failure to do so will lead to immediate termination.
4. Upon approval of event, DDDA is expect input rental information into The City’s electronic reservation system
5. The Downtown Director is expected to communicate fee structure, insurance requirements, facility use policy to potential event sponsors

6. DDDA shall enforce Policy and Procedure as stated in Exhibit “A.”
  - a. The City expects that the Burr Performing Arts Park Policy and Procedures be enforced fairly and consistently to all facility users.
  - b. DDDA will collect and hold pre-event deposits from the event sponsors
    - i. DDDA can return deposit under the following circumstances:
      1. Event sponsor returns facility keys to DDDA
      2. If the post event facility check verifies that the facility received no damages during and event and is in proper condition.
7. DDDA will responsibly schedule events that will allow The City to perform routine maintenance
8. Concerns of maintenance issues and needs will be brought to the attention of the Facilities Superintendent. The Facilities Superintendent will inform appropriate City maintenance personnel of issue/needs.
9. No alterations can be made to the park without consent from The City and the Parks and Recreation Department
10. The DDDA will provide concessions for City and/or Parks and Recreation sponsored event at the Park
11. The DDDA is expected ensure all event sponsors show proof of the proper event insurance prior to event date.
  - a. Event sponsors will be required to maintain a special events policy that covers general liability and liquor liability (when alcohol is being served) through the duration of their event. The minimum acceptable limit of liability is \$1,000,000 per occurrence and The City of Dalton must be listed as an Additional Insured on the policy.
12. The DDDA will maintain the alcohol license for the park
  - a. Events serving alcohol, which are not organized under the standing DDDA alcohol license, shall obtain the proper temporary permit for serving alcohol through the City Clerk’s office and Georgia Department of Revenue. Please see Burr Park Policies and Procedures for additional information.

## **RESPONSIBILITIES OF THE CITY**

1. The City will allow DDDA to conduct events within the park
2. DDDA is given priority use of the facility and will be sole provider of alcoholic beverages for events unless approved by The City and DDDA.
3. The CITY shall maintain the park, facility and surrounding grounds. Any maintenance that may disrupt scheduled events will be notified to the Downtown Director through the Facilities Superintendent.
  - a. The Parks and Recreation will schedule routine maintenance to properly maintain the grounds such as aeration, fertilization, and other applications. Such maintenance will be scheduled and communicated with the DDDA.
  - b. The Parks and Recreation Department will do routine inspections of the bathroom/concessions facility to ensure the building is operational for DDDA schedule events and outside events.
4. The City will designate a Parks and Recreation staff member to be on site while the facility is in use as determined by the Parks and Recreation Director
  - a. Depending on size and nature of event, the assigned staff member(s) may be on site the entirety of the event or on call when assistance is needed
5. The City will incur cost associated with labor and utilities; an impact fee will be imposed on event sponsors per facility fee listed in Exhibit “A” of this document.

## **FACILITY ACCESS**

1. Access to facilities will be coordinated by the DDDA
2. Parties shall strictly comply with all laws, ordinances, rules, regulations, and orders of all federal, state or local government agencies or authorities as well as all policies, rules and regulations

3. Parties shall ensure that all members and attendees confine themselves to the designated areas of the park specifically requested on the facility permit form and ensure events comply with occupancy as noted in the Burr Performance Arts Park policies and procedures
4. Storage space shall be provided to the DDDA. Storage space must be kept in a way that it is not a strain on City maintenance operations.

**CARE OF THE FACILITY:**

1. Parties agrees to respect the Park being used, to include but not limited to keeping the park clean and orderly
2. Parties will communicate with designated administrative staff and custodial/maintenance staff on a protocol for cleanliness

**SEVERABILITY**

Each provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

DOWNTOWN DALTON DEVELOPMENT  
AUTHORITY

THE CITY OF DALTON, GEORGIA

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

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

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

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