



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 07, 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)*

Proclamation:

- [1.](#) "Small Business Saturday" - November 26, 2022 - Candace Eaton, DDDA

Special Presentation:

- [2.](#) Code Compliance Brief - Jake Hollis

Minutes:

- [3.](#) Mayor & Council Minutes of October 17, 2022 and Work Session Minutes of October 28, 2022

New Business:

- [4.](#) Comcate Software Agreement for Code Compliance
- [5.](#) Adoption of the 2022 millage rate at the rollback rate of 2.207 mills
- [6.](#) 2023 Contract with the Dalton Convention Center for Municipal
- [7.](#) Right of Way Encroachment Request for Signage Installation for North Georgia National Bank at 1412 Chattanooga Avenue
- [8.](#) Contract Change Order Request SP189 Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project
- [9.](#) 2023 (1) New Alcohol Beverage Application

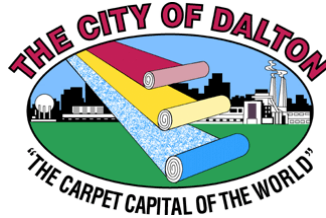
Supplemental Business:

Announcements:

10. The City Council Meeting scheduled for Monday, November 21, 2022 has been rescheduled for Monday, November 14, 2022. City offices will be closed Thursday, November 24 and Friday, November 25, 2022 for the Thanksgiving holidays.

Adjournment

PROCLAMATION



“SMALL BUSINESS SATURDAY” NOVEMBER 26, 2022



WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States that employ 46.8% of the employees in the private sector; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday, 70% report the day makes them want to encourage others to Shop Small, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Dalton supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE BE IT REOLVED, I, Mayor David Pennington, hereby proclaim **November 26, 2022**, as “**SMALL BUSINESS SATURDAY**” in the City of Dalton and urge our citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

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

Mayor David Pennington

Date October 27, 2022

CODE COMPLIANCE BRIEF

NOVEMBER 7, 2022

TRANSITION

- Transition has been completed from Code **Enforcement** (Law Enforcement) under the Dalton Police Department to Code **Compliance** (Non Law Enforcement) under the Office of the City Administrator.
- Vehicles have been re-lettered from Code Enforcement that resembled local law enforcement agencies to Code Compliance resembling public utility vehicles, a more subtle approach.
- Dress code changed from black polo shirts and khaki pants, the same color scheme as local law enforcement training uniforms, to various color pants and bright royal blue polo shirts.
- Shift from reactive, complaint driven, to proactive enforcement in an attempt to reduce dangerous blight in the city.

CASE LOAD

- Currently operating without a records management system. All records are being maintained through notebook pads, steno notebooks, Microsoft Office (Word, Excel, PowerPoint etc.), standard jpeg picture files.
- Average of 4 new cases per day since May 1, 2022 that require further more in-depth investigation.
- In a 48 day span a total of 120 cases were received and assigned for further study. These cases required multiple follow ups, review and in-depth investigation.
- Above numbers do not reflect “knock and talks”/educational contacts. Approximately 682 personal public contacts have been made since April 18, 2022.

ABATEMENT

- The city's voluntary abatement program has proven to be a valuable tool in gaining voluntary compliance while improving the aesthetic values in the community.
- To date there have been 9 properties that have inquired and/or participated in the abatement program. We currently have 2 properties that have initiated the process.
- Removal of these structures vastly decreases the dangers of structural collapse, use as a place for illegal activities, disease due to pests and animal inhabitants.
- Average cost to property owner \$5,000.00 to \$8,000.00.

MOST FREQUENT VIOLATIONS

- Dilapidated and in some cases extremely poorly maintained structures.
- Overgrown Vegetation
- Rubbish and/or Garbage
- Dilapidated Accessory Structures (Fences, Storage Buildings etc.)
- Signage Violations - mostly political signage, in the Gateway District and throughout the city.

DILAPIDATED STRUCTURES



DILAPIDATED STRUCTURES



CODE COMPLIANCE BLIGHT ABATEMENT – GLENWOOD AVE.



BLIGHT ABATEMENT – CENTRAL AVE.



CODE COMPLIANCE UPDATES – MISC.

- CSX Lot Nuisance Abatement (Overgrown Vegetation) – Former Ready Mix Lot on Glenwood Avenue **BEFORE PHOTOS**



CODE COMPLIANCE UPDATES – MISC.

- CSX Lot Nuisance Abatement (Overgrown Vegetation) – Former Ready Mix Lot on Glenwood Avenue **AFTER PHOTOS**



CODE COMPLIANCE UPDATES – MISC.

- Oddfellow Building – Spencer Street – Non-permitted porch removal



CODE COMPLIANCE CONTACT

For questions or comments please contact:

Jake Hollis

City Of Dalton

Code Compliance Inspector

300 W Waugh Street

PO Box 1205

Dalton, Georgia 30722

Office: 706-281-1312

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
OCTOBER 17, 2022

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

CALL TO ORDER

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

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Sams, the Mayor and Council approved and amended the agenda to remove item 4. Resolution 22-12 Authorizing the Purchase of Real Property Located at 133 Huntington Road. The vote was unanimous in favor.

PUBLIC COMMENTARY

The following citizens outlined the benefits of Pickle Ball and asked if the City would construct additional Pickle Ball courts in the City of Dalton:

Andy Rollins
Hilliard Jolly
Ken Ellinger

Mayor Pennington stated to the audience the Council understands the importance of Pickle Ball and asked City Administrator Andrew Parker to review the request.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of October 3, 2022. On the motion of Council member Sams, second Council member Farrow, the minutes were approved. The vote was unanimous in favor.

MOTOROLA SOLUTIONS MAINTENANCE CONTRACT - POLICE DEPARTMENT RECORDS MANAGEMENT SYSTEM

IT Director Jorge Paez presented the Motorola Solutions Maintenance Contract for the Police Department Records Management System. Paez stated the IT Department negotiated a 5-year service agreement with the existing provider. On the motion of Council member Farrow, second Council member Sams, the Mayor and Council approved the contract. The vote was unanimous in favor.

LEASE WITH LATIN AMERICAN ASSOCIATION FOR MACK GASTON COMMUNITY CENTER

City Administrator Andrew Parker presented a 3-year Lease with Latin American Association for office space (formerly occupied by WIC) at the Mack Gaston Community Center. Parker stated the services LAA will provide is family services and well being and youth services, economic empowerment, immigration services, and advocacy and outreach to the Latina Community. Parker stated the City can opt out of the contract with a 90-day notice and Latin American Association will pay their share of utilities. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the contract. The vote was unanimous in favor.

RESOLUTION 22-12 AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED
AT 133 HUNTINGTON ROAD

This item was removed from the agenda.

SERVICE DELIVERY STRATEGY AGREEMENT UPDATES

City Administrator Andrew Parker updated the Mayor and Council on the Service Delivery Agreements. Parker stated that Staff and Attorneys from both the City and the County worked on updating approximately 40 SDS Agreements that were set to expire Oct 31 of this year. Parker stated as required by law the City is required to work with the County to develop a service delivery strategy plan, avoid duplication and double taxation of services and outline how it will be funded.

Parker summarized several substantial agreements outlining that SDS for Roads and Bridges is updated to require a cash payment of \$200,000 to the city by January 31 each year for paving. Parker further summarized the SDS for Storm Water and Soil Erosion is updated so that the County is reducing the City's payment from \$175,000 to \$87,500.

Parker further highlighted that the Parties agreed to remove the jointly funded services tax district and the county agreed to take over management, operation and funding for the Senior Center beginning January 1, 2023; and the City will reimburse the county \$400,000 in SPLOST funds that were ear marked for the Senior Center upgrades and renovations

Parker reported that DCA requires a 30-day review process of the new SDS Agreements and asked for authorization for the Mayor to sign Form 4 which will extend the existing agreement to February 28, 2023 until DCA can approve the new agreements. On the motion of Council member Sams, second Council member Goodlett, the Mayor and Council approved the contract. The vote was unanimous in favor.

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council approved the new Service Delivery Agreements. A copy of these agreements are a part of these minutes. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:23 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Post: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
OCTOBER 28, 2022

The Mayor and Council held a called Work Session at 11:30 a.m. in the 2nd floor West Conference Room of City Hall. Present were Mayor David Pennington, Council members, Annalee Harlan, Dennis Mock, and Steve Farrow, City Administrator Andrew Parker, HR Director Greg Batts, Finance Director Cindy Jackson, HR Generalist Haliyma Jones, and Deputy City Clerk Gesse Cabrera. Council member Tyree Goodlett was absent.

Discussion of City Health Plan Renewal Options

HR Director Greg Batts, presented to the Mayor & Council the 2023 Health Plan renewal options between Alliant and Aetna. No motion was made. A copy of the Health Plan premium comparison is a part of these minutes.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the work session was adjourned at 12:03 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/07/2022
Agenda Item: Comcate Software Agreement
Department: Administration
Requested By: Andrew Parker/Jake Hollis
Reviewed/Approved by City Attorney? Yes
Cost: \$7,390

Funding Source if Not in Budget

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

Comcate Software Agreement for Code Compliance was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.

HIGHLIGHTS:

Automate case management
Access, track and manage municipal code violations
Tablet Compatible
Attach photos and videos
Schedule follow-ups and receive automatic reminders
Track violations by parcel
Print reports and notices automatically



September 29th, 2022

Dalton, GA
PO Box 1205
Dalton, GA 30720

Re: Business Agreement to Implement Technology

At Comcate, we believe in empowering public agencies.

We do this by creating solutions that are simple to use, easy to implement, configurable, accessible, and affordable. Our philosophy, which guides every action we take, centers on helping public agencies solve problems through technology.

Comcate was founded in 2000 with the help of retired City managers and Silicon Valley technologists. With close access to the customer base, our team developed software exclusively for public agencies.

We have signed over 300 agreements with public agencies and have over 20,000 public agency staff users across 34 states. Comcate has implemented more web CRM software in public agencies than any other software provider of which we are aware. With over 10,000 Code, Permit & Inspection Officers across 32 states, Comcate is the leading provider of Code Enforcement & Permit/Building Safety Inspection software in the nation.

Focus

Comcate is entirely focused on improving the efficiency and effectiveness of public agencies with affordable and easy to use web-based software. We are motivated to meet the specific needs of each of our clients. Our client base will testify to our dedication, motivation and initiative to accommodate each of their individual needs.

No Hardware or Software to Install

Comcate hosts all data at a secure facility with robust network and power redundancies and round-the-clock system monitoring. The Agency does not have to purchase any new hardware or software.

Customer Support

We are prepared to dedicate the full support of our staff into the configuration of the application and the tailoring of its implementation. You will have a dedicated Project Manager assigned to your implementation to guide you through each step of the process, with direct phone and email access and full-time customer support.

Simple to Use, Easy to Implement

We are dedicated to understanding your Agency's workflow, and count the number of steps needed to complete an action and tirelessly work to minimize them. We constantly incorporate user feedback into our applications. As a result, Comcate has been recognized by users for its intuitive and easy to use design.

To accept the Agreement, please sign below. As soon as we receive the signed Agreement, we will schedule the implementation kick-off phone call.



We look forward to hearing from you and are available to answer any questions to help facilitate this process.

Very truly yours,

David W. Richmond, President

APPROVED:

Name in Print: _____ Title: _____

Signature: _____ Date: _____

Name in Print: _____ Title: _____

Signature: _____ Date: _____



Description of Software (defined as the “Technology”) to be Provided

We believe that the following solutions are a great fit to help the Agency achieve its goals.

Code Enforcement Manager was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.

HIGHLIGHTS

- Automate case management
- Access, track and manage municipal code violations
- Tablet Compatible
- Attach photos and videos
- Schedule follow-ups and receive automatic reminders
- Track violations by parcel
- Print reports and notices automatically



GIS Enterprise: Enables integration with GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood. Property attributes such as ownership information and CDBG eligibility are automatically populated, while map layers can be applied to display location-specific information such as zoning & council district.

Implementation Timeline and milestones for deliverables

Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis of two months to meet the Agency's needs and includes the following actions and meetings.

| Major Tasks | Sub Tasks |
|---|---|
| Pre-project Needs Assessment | - Meet with Agency to clarify and confirm integrations, customizations and phases of the project |
| Execute Agreement | - Receive signed agreement |
| Initial Call and Identification of Project Lead with the Agency | - Review implementation process - Identify project team - Schedule kick-off meeting |
| Kick-Off Meeting | - Comcate introduction - Review project scope and timeline - Demo application to implementation team - Prepare for needs assessments |
| Needs Assessment | - Review staff workflow - Propose implementation configuration |
| Product configurations | - Identification of configuration data - Customization of notices and/or templates - Review and Sign off of configuration data |
| Trainings for Code Enforcement | - Role based training: power submitter, case managers, agency heads, agency manager - Role based training for front-line staff |
| Soft Launch! | - Go Live! |
| Follow up Training | - Separate follow up training sessions |
| Project Wrap Up | - Debriefing with project lead, Agency manager and other appropriate participants |

* We can complete the implementation and go live with basic implementation within a few weeks after signing the contract.

Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5:00pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

Comcate shall make arrangements for the technology to be accessible by the Agency's staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

Service Level Table

| Level | Description | Response Time | Means of Contact |
|--------|--|---|--------------------------------------|
| First | Software System Inoperable | Response within 3 hours | Telephone, email, pager/mobile phone |
| Second | Significant operating issues but application still operating | Response with 6 hours | Telephone, e-mail |
| Third | Application not functioning as designed but still operating successfully | Response with 18 hours | Telephone, e-mail |
| Third | Non-critical problems for which a solution is | These issues will be addressed as part of the product development cycle | Telephone, e-mail |

Support includes the following:

- 1) Trouble-shooting at Comcate's facilities
- 2) Establishment of an FAQ for customers
- 3) On-line help windows

Example of on-line help windows can be provided upon request.



Training

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized user summary (cheat sheet) which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person or web-based) can be accommodated at the Agency's request.

Investment Summary

The year-one investment in Comcate's software is comprised of two components: 1) the one-time **Implementation Fee** which includes initial configurations, customizations and web-based training, and 2) the **Annual License Fee** which includes on-going support, upgrades and hosting. Starting in the second year, the Annual License Fee will be adjusted by a COLA increase not to exceed 5% per year.

Investment

| Product | One-Time Implementation Fee | Annual License Fee | Total Year One Investment |
|--------------------------|-----------------------------|--------------------|---------------------------|
| Code Enforcement Manager | \$ 2,000 | \$ 3,390 | \$ 5,390 |
| GIS Enterprise | \$ 1,500 | \$ 2,000 | \$ 3,500 |
| New Client Discount | \$ (1,500) | \$ - | \$ (1,500) |
| Total | \$ 2,000 | \$ 5,390 | \$ 7,390 |

- Two full-edit licenses for Code Enforcement Manager
- One read-only licenses for Code Enforcement Manager
- Unlimited customer support
- Software enhancements and maintenance
- Full implementation support including project management, training, and configurations

| Optional Future Products | One-Time Implementation Fee (Range) | Annual License Fee | Total Year One Investment |
|--------------------------|-------------------------------------|--------------------|---------------------------|
| Data Migration | \$4,000 - \$6,000 | N/A | \$ - |
| Total | \$ - | \$ - | \$ - |

- Migrate historical code enforcement case records into Comcate
- Final Pricing is subject to review of sample data
- Data will first be moved onto a staging environment where agency will review and sign off prior to production
- Agency and Comcate will agree in writing prior to performing any services and issue a separate agreement for services



Addendum to Business Agreement

This Addendum to Business Agreement ("Addendum") is made as of date on page one (the "Effective Date") between Comcate Software, Inc. ("Comcate"), a California corporation, and the client (the "Agency").

Method of Compensation. The Agency shall promptly review invoicing and notify Comcate of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be payable within thirty (30) days of receipt by the Agency.

Ownership of Agency's Data. All data and databases are owned by the Agency and all data, including but not limited to all notes, digital pictures, notices generated by the use of the Technology provided shall be and remain the sole property of the Agency. Upon termination of the Agreement, Comcate will promptly return all of the Agency's Data in the possession of Comcate. Comcate will not use the Agency's data without the express written consent of the Agency.

Initial Configuration, Technical Support, Web-based Training, Maintenance, Enhancements and Updates, Support Services.

- (a) Comcate will design "initial configurations" of Technology which can be accomplished through Setup tabs, including such items as violations, municipal codes, employee accounts, logos, and the like. Initial configurations are deemed completed as of the first day Technology is accessible by the Agency.
- (b) Comcate will provide routine technical support training with respect to the use of Technology.
- (c) Comcate shall provide up to eight (8) hours of free web-based training on use of Technology.
- (d) Comcate will also provide whatever routine maintenance, trouble shooting and repairs as are necessary to ensure Agency's access to Technology and the Agency's Data.
- (e) Except to the extent that upgrades of Technology include new modules or features not previously offered as part of Technology as of the date hereof, Agency is entitled to maintenance upgrades of Technology within the cost of the Agreement.
- (f) All support services shall be provided during Comcate's normal business hours telephonically, via e-mail or via web conference connection. Comcate will provide "help pages" to assist the Agency utilize Technology.
- (g) GIS data provided in connection with implementation of Technology will be updated annually as part of the service.
- (h) In connection with the delivery of any of the services described in the Agreement, Comcate shall also be reimbursed for only actual pre-approved out-of-pocket expenses, such as travel, meals, overnight delivery service, web demo costs, long distance telephone calls, copying charges, and the like.



Acknowledgments.

- (a) The Agency expressly acknowledges that the Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose (including but not limited to intellectual property infringement, fraud or defamation).
- (b) Comcate acknowledges that it will "host" the Technology and agrees that it will backup data and take appropriate measures to protect and store Agency's Data.
- (c) Comcate acknowledges that it shall maintain access rights to the Agency's Data and shall secure such data.

Term: Right of Cancellation.

The Initial Use Term of the Agreement shall commence on the Effective date hereof and continue for 365 days. Thereafter, unless Agency notifies Comcate in writing at least 30 days in advance of each scheduled expiration date that Agency elects not to renew, the Agreement shall automatically renew for a period of 365 days.

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-7-22

Agenda Item: Adoption of 2022 Millage Rate

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: \$0

Funding Source if Not in Budget

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

Recommendation that the 2022 millage rate be adopted at 2.207 mills which is equivalent to the rollback millage rate.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

| | |
|--------------------------|--|
| COUNTY: Whitfield | TAXING JURISDICTION: City of Dalton |
|--------------------------|--|

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

| DESCRIPTION | 2021 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2022 DIGEST |
|--------------------|---------------|------------------------------------|---------------------------------|---------------|
| REAL | 2,323,019,383 | 1,497,276 | 17,078,799 | 2,341,595,458 |
| PERSONAL | 1,528,822,765 | | 131,854,643 | 1,660,677,408 |
| MOTOR VEHICLES | 26,888,600 | | (2,218,250) | 24,670,350 |
| MOBILE HOMES | 413,133 | | 13,562 | 426,695 |
| TIMBER -100% | 0 | | 0 | 0 |
| HEAVY DUTY EQUIP | 18,877 | | (18,877) | 0 |
| GROSS DIGEST | 3,879,162,758 | 1,497,276 | 146,709,877 | 4,027,369,911 |
| EXEMPTIONS | 324,352,155 | | 26,748,007 | 351,100,162 |
| NET DIGEST | 3,554,810,603 | 1,497,276 | 119,961,870 | 3,676,269,749 |
| | (PYD) | (RVA) | (NAG) | (CYD) |
| | | | | |
| 2021 MILLAGE RATE: | 2.208 | | 2022 MILLAGE RATE: | 2.207 |

CALCULATION OF ROLLBACK RATE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|--|---------------------------|---------------|-----------------|
| 2021 Net Digest | PYD | 3,554,810,603 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 1,497,276 | |
| Other Net Changes to Taxable Digest | NAG | 119,961,870 | |
| 2022 Net Digest | CYD | 3,676,269,749 | (PYD+RVA+NAG) |
| | | | |
| 2021 Millage Rate | PYM | 2.208 | PYM |
| Millage Equivalent of Reassessed Value Added | ME | 0.001 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2022 | RR - ROLLBACK RATE | 2.207 | PYM - ME |

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| | |
|--------------------------------|--------------|
| Rollback Millage Rate | 2.207 |
| 2022 Millage Rate | 2.207 |
| Percentage Tax Increase | 0.00% |

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

NOTICE OF CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Monday, November 7, 2022 at 6:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

| | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|----------------------|
| Real & Personal | 3,725,506,421 | 3,832,017,264 | 3,900,852,864 | 3,930,484,908 | 3,830,830,860 | 3,981,904,320 |
| Motor Vehicles | 60,723,375 | 49,378,400 | 41,732,450 | 39,074,850 | 26,888,600 | 24,670,350 |
| Mobile Homes | 329,980 | 363,023 | 347,653 | 398,478 | 413,133 | 426,695 |
| Public Utilities | 23,732,060 | 23,110,695 | 21,956,165 | 21,287,140 | 21,011,288 | 20,368,545 |
| Timber-100% | 0 | 0 | 0 | 0 | 0 | 0 |
| Heavy Duty Equipment | 0 | 0 | 0 | 91,953 | 18,877 | 0 |
| Gross Digest | 3,810,291,836 | 3,904,869,382 | 3,964,889,132 | 3,991,337,329 | 3,879,162,758 | 4,027,369,910 |
| Less M&O Exempt | 316,394,309 | 324,560,279 | 329,697,205 | 340,470,135 | 324,352,155 | 351,100,162 |
| Net M&O Digest | 3,493,897,527 | 3,580,309,103 | 3,635,191,927 | 3,650,867,194 | 3,554,810,603 | 3,676,269,748 |
| Gross M&O Millage | 3.930 | 3.968 | 4.042 | 3.968 | 4.125 | 4.269 |
| Less Rollbacks | 1.424 | 1.463 | 1.560 | 1.731 | 1.917 | 2.062 |
| Net M&O Millage | 2.506 | 2.505 | 2.482 | 2.237 | 2.208 | 2.207 |
| Net Taxes Levied | \$ 8,755,707 | \$ 8,968,674 | \$ 9,022,546 | \$ 8,166,990 | \$ 7,849,022 | \$ 8,113,527 |
| Net Tax \$ Increase (Decrease) | \$ 306,250 | \$ 212,967 | \$ 53,872 | \$ (855,556) | \$ (317,968) | \$ 264,506 |
| Net Tax % Increase (Decrease) | 3.624% | 2.432% | 0.601% | -9.482% | -3.893% | 3.370% |

Source: Whitfield County Board of Tax Assessors

Digest amounts are stated at 100% of assessed valuation. The net levy represents the amount billed not amount collected.

Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters in 2004, HB1782 and HB1783, and Freeport Exemption. The 2022 totals are subject to revision due to property tax appeals. O.C.G.A. 45-5-311 requires temporary tax bills based on 85% of this years assessed valuation or the taxpayer's return value whichever is greater.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 7, 2022

Agenda Item: Dalton Convention Center Contract 2023

Department: Municipal Court

Requested By: Judge Robert Cowan

Reviewed/Approved by City Attorney? No

Cost: \$639.75/day

Funding Source if Not in Budget

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

The new contract supersedes the existing contract, making it month-to-month with our ability to leave with 30 days notice. It's a better situation for the city if we are ready to move to another facility. otherwise, the rate is exactly the same as what we have been paying. It is basically an extension, now on a monthly basis



Contract #: 15824, 15867, 15868
Salesperson: Ragan, Kelly

**LICENSE AGREEMENT
DALTON CONVENTION CENTER
FULL CONTRACT**

THIS LICENSE AGREEMENT (the "Agreement") made October 17, 2022, by and between the Dalton Convention Center, located in Dalton, Georgia ("Licensor"), having an office at 2211 Tony Ingle Parkway Dalton, GA 30720, and **City of Dalton, Andrew Parker** ("Licensee") having an address at **P.O. Box 1205, Dalton, Georgia, 30722**

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

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

I. Specific Terms of License.

A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:

#15824

| Date | In Time | Out Time | Function | Room | Setup |
|-------------------|----------|----------|------------|--------------------------|--------|
| (Monday) 01/09/23 | 08:00 AM | 05:00 PM | City Court | Lecture Hall, Coat Check | Custom |

#15867

| Date | In Time | Out Time | Function | Room | Setup |
|-------------------|----------|----------|------------|--------------------------|--------|
| (Monday) 01/23/23 | 08:00 AM | 05:00 PM | City Court | Lecture Hall, Coat Check | Custom |

#15868

| Date | In Time | Out Time | Function | Room | Setup |
|-------------------|----------|----------|------------|--------------------------|--------|
| (Monday) 01/30/23 | 08:00 AM | 05:00 PM | City Court | Lecture Hall, Coat Check | Custom |

B. PURPOSE OF LICENSE: For the sole purpose of holding the **Dalton Municipal Court**

C. EXPECTED ATTENDANCE: **200/event**

D. DEPOSIT: **Deposit Waived *see Section H***

E. LICENSE FEE: **\$419.75 See Section H** plus reimbursement of Event expenses, per Section 5 of the General Terms and Conditions. Per Section 5, any food and beverage shall be provided at an additional cost, and is not included within the license fee.

F. FOOD MINIMUM: **N/A** (such amount is to be paid in addition to the License Fee and other fees set forth herein; does not include 20% service charge or sales tax.)

G. PAYMENT TERMS: The deposit shall be due according to the following schedule:

| Payment Type | Payment Order | Due Date | Amount Due |
|-----------------|---------------|-----------------------|---|
| Initial Deposit | 1 | Deposit Waived | \$0.00 |
| Final Payment | 2 | 01/30/23 | \$1,919.25 + additional equipment and services ordered, service charge and sales tax. |

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

Licensee Initial: _____

H. SPECIAL CONDITIONS:

- Licensee is booking their event during pandemic-Covid-19.
- Licensee is acknowledging that their event is subject to any Executive Orders issued by state or federal government and Licensee's event can proceed under the current restrictions and guidelines put in place by any Executive Orders and CDC Guidelines.
- Licensee's event will be subject to any restrictions and guidelines by Executive Order and CDC recommendations that are in place at the time of each event.
- Deposit is waived in lieu of signed contract received by October 28, 2022.
- Licensor is still operating and functioning for other events during the time of Licensee's events and, should additional business be booked on the same day as Licensee's event(s), the set guidelines will be reevaluated and updated if deemed necessary.
- Licensee is permitted to utilize the Coat Check space for their event along with the tables, with pipe & drape, outside of the Lecture Hall entrance. Licensee's holding area for their event will be inside the Lecture Hall. Any additional space needed for Licensee's event beyond what is listed above will incur an additional charge.
- Licensor is discounting the Lecture Hall room rental from \$590.00/day to \$419.75/day.
- No smoking outside of the facility will be permitted.
- In the event that Licensor has another client looking to book a large portion of our facility on one of Licensee's event days, Licensor reserves the right to meet with Licensee prior to said event day(s) to discuss other room options at Licensor's facility for Licensee's event.
- Licensee must provide a minimum of (2) officers for each event day.
- Licensee's cameras must be removed from the Lecture Hall and Upper Concourse at the end of each event day.
- Licensor is not liable for any of Licensee's items stored onsite during Licensee's time at Licensor's facility.
- Licensee must provide copy of liability insurance no later than (10) days prior to Licensee's first event.
- Licensee operates under direction from the State Chief Justices as it relates to operating during the pandemic. In the event that the Chief Justice requires courts not to hold in-person appearances due to the pandemic, force majeure would apply.
- Licensee would have (30) days prior to the event date to cancel their event.

Equipment included in License Fee:

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

Additional Rental Equipment:

- Wired microphone = \$25/microphone.
- 8' black pipe and drape = \$3/foot.
- Digital Mixer = \$75/mixer.

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

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

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

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

Licensor:

**Dalton Convention Center
As Agent**

Sign: _____

Name: Doug Phipps

Title: General Manager, Dalton
Convention Center

Date: _____

Licensee:

**City of Dalton
Andrew Parker**

Sign: _____

Print: _____

Title: _____

Date: _____

Licensee Initial: _____

II. GENERAL TERMS AND CONDITIONS

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

instructions shall include a copy of a full and complete floor plan for any exhibit at the Event. If such instructions are not provided to Licensor by such date, or if changes are made to such instructions after they have been provided to Licensor and Licensor incurs additional costs or expenses as a result of such changes, Licensee shall be responsible for such additional costs and expenses at Licensor's prevailing rates. No set-up of any exhibits may begin without proof of approval of such floor plan by the Fire Marshal of the City or County in which the Center is located, as applicable, and by the Licensor.

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

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

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

13. **Use of the Premises.**

A. Duty of Care; Return of Premises. Licensee shall use the Premises in a safe and careful manner. Licensee agrees not to do or allow to be done any act which shall mar, deface or injure any part of the Premises, nor shall Licensee change or rearrange any equipment or other property on the Premises without Licensor's prior written approval. Upon expiration of the Term, Licensee shall deliver up to Licensor the Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. Upon expiration of the Term, Licensee shall immediately remove from the Center any and all property, goods, or other effects belonging to, or brought into the Center by, Licensee, its employees, agents, contractors, representatives, guests or invitees. If Licensee fails to do so, Licensor may store or cause to be stored any such property at Licensee's expense. Alternatively, Licensor may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law, and apply the proceeds of such sale(s) in a manner determined by Licensor in its sole discretion.

B. Licensor Access and Control. Licensee shall, and shall cause its employees, agents and exhibitors and contractors to, follow any and all rules, regulations and policies of the Center, including any instructions of Licensor's representatives regarding Licensee's use and occupancy of the Center. In licensing the use of the Premises to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Licensor shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Premises.

C. Disorderly Conduct. Licensor reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Premises and/or the Center any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests and invitees, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Owner on account thereof.

D. Other Events. Licensee acknowledges that other events or activities may be scheduled within the Center during the Term in areas other than the Premises. Licensee acknowledges that the public parking areas surrounding the Center are not exclusive to or for the Event contemplated by this Agreement. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Premises that will disturb use of other areas of the Center by any other individual, entity, organization or event.

E. Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Licensor (which may be withheld in Licensor's sole discretion, and may be conditioned on Licensee paying an additional fee for the privilege to broadcast the Event, or Licensee procuring additional insurance to cover such broadcasting activities).

14. **Tickets/Box Office.**

A. Generally. Unless otherwise agreed to in writing, Licensor shall provide all ticket and/or box office services for Licensee in connection with the Event. As consideration for the performance of such duties by Licensor, Licensee shall pay Licensor any additional fees described in Section 1.G. Licensor shall have complete control over the ordering, sale and distribution of tickets for the Event, as well as complete control over the box office, which will sell tickets to the Event only on the day of the Event, unless prior arrangements have been agreed to in writing by the parties hereto.

B. Ticket Proceeds. Licensor shall have complete and sole custody and control of any and all monies received from the sale of tickets. All such funds shall be the rightful property of Licensor for the purposes of applying same toward payment of any balance for license fees and other fees due or to become due to Licensor, in accordance with the terms and conditions of this Agreement. The balance shall be remitted to Licensee immediately following the Event.

C. Sale of Tickets. Licensee agrees that all tickets to the Event shall be sold at the prices as advertised by Licensee and approved by Licensor, and that any changes in ticket prices shall require the prior approval of Licensor. Licensee shall be responsible for all check and credit card service charges and other similar fees, charges and expenses incurred in connection with the sale of tickets for the Event. Licensee shall be responsible for the credit worthiness of its guests and patrons, and shall cover and be responsible for any invalid or fraudulent checks, checks returned due to insufficient funds or for any other reason, credit card penalties and similar or related penalties, fees, charges and/or expenses incurred by Licensor in connection herewith. Licensee will not permit tickets or passes to be sold or distributed in excess of the maximum capacity of the Premises, as determined by Licensor in its sole discretion.

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

representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Georgia applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles.

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

[END OF AGREEMENT]

Licensee Initial: _____



Estimate of Fees

Dalton Municipal Court (15824)

In/Out:

Mon 01/09/2023 08:00 AM / Mon 01/30/2023 05:00 PM

Start-End:

Mon 01/09/2023 08:30 AM - Mon 01/30/2023 05:00 PM

Dalton Municipal Court

Judge Cowan

P.O. Box 1205

Dalton, GA 30722

Main:

706-278-1913

| | <u>Units</u> | <u>Rate</u> | <u>Charges</u> |
|--|--------------|---|-----------------|
| Rental | | | |
| Booking Function (1) | | Mon 01/09/2023 08:30 AM - 05:00 PM | |
| No Space Assigned | | | |
| Lecture Hall - Negotiated | 1.00 EA | 419.75 / EVT | \$419.75 |
| Operations | | | |
| Booking Function (1) | | Mon 01/09/2023 08:30 AM - 05:00 PM | |
| No Space Assigned | | | |
| Microphone (Standard Wired) | 1.00 EA | 25.00 / DAY | \$25.00 |
| Podium with Wired Microphone - Complimentary | 1.00 EA | 0.00 / EVT | No Charge |
| 8' Black Pipe & Drape Side | 40.00 EA | 3.00 / EVT | 120.00 |
| Digital Mixer (Mini) | 1.00 EA | 75.00 / DAY | 75.00 |
| Total For Operations: | | | \$220.00 |
| Total Charges: | | | \$639.75 |
| Total Outstanding Charges: | | | \$639.75 |

PLEASE INITIAL AND RETURN WITH DEPOSIT AND LEASE AGREEMENT.

EVENTS WITH CATERING:

ALL CATERING ATTENDEE NUMBERS MUST BE CONFIRMED WITH OUR FOOD & BEVERAGE DEPARTMENT 10 DAYS IN ADVANCE OF YOUR EVENT DATE.

Thank you;



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 7th, 2022

Agenda Item: Right of Way Encroachment Request for Signage Installation for North Georgia National Bank

Department: Public Works Department

Requested By: Chad Townsend

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:

This request is to approve a right of way encroachment for installing a new sign for North Georgia National Bank at 1412 Chattanooga Avenue Dalton, Ga 30720.

This request has been approved by the Public Works Committee.

Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way
Permit No. _____

Applicant: North Georgia National Bank

Address: 1412 Chattanooga Ave. Ext. Dalton Ga 30720

Contact Person: Zab Mendez

Phone: 706-260-6212 or 706-879-5700

Purpose of Easement: To allow sign to be replaced in-kind like the former GUCU sign (as attached picture)

A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.

Permit Conditions

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 19th day of October, 2022. The signing of this permit application commits the applicant to the Permit Conditions.

Applicant:

By: Zab Mendez
(title) SVP



Public Works Committee Recommendation: X Approve Do not Approve



After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby ____ approved ____ denied, this ____ day of _____, 20__.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 7th, 2022

Agenda Item: Contract Change Order SP189 Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project

Department: Public Works Department

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$5,342.00

Funding Source if Not in Budget SP189 Project Account

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

This request is to approve the contract change order for performance and payment bonds for the project. A performance bond is required for an amount equal to the contract amount for all public works construction projects that exceed \$100,000.00 and are subject to the requirements of the Local Government Public Works Construction Law. O.C.G.A. § 36-91-70. The payment bond must be in an amount equal to the contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90.



Tomorrow's Technology for Today's Infrastructure Needs

November 1, 2022

To: T. Jackson Sheppard, E.I.T.
Project Manager
City of Dalton Public Works

Re: **Change Order Request #1**
Walnut North Centrifugal Spin Cast Concrete Pipe Lining Project

Description of Change: Addition of Payment and Performance Bond

| | |
|------------------------------------|--------------|
| Original Contract Amount | \$159,641.00 |
| Change Order Increase / (Decrease) | \$5,342.00 |
| New Contract Amount | \$164,983.00 |

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Glenn Fowler', is written over a horizontal line.

Glenn Fowler, President
Enviro Trenchless, LLC

Authorized Signature: _____

Date of Acceptance: _____

4501 Russell Parkway
Suite 19
Warner Robins, GA 31088

(478) 333-3880 office

(678) 550-9121 e-Fax



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/07/2022

Agenda Item: 2023 Alcohol Beverage Application

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(1) New 2023 Alcohol Application – Review and approval by the Mayor & Council.

2022 ALCOHOL BEVERAGE APPLICATION APPROVAL
M&C MEETING – MODAY NOVEMBER 7, 2022

(1) 2022 ALCOHOL APPLICATION(S)

- | | |
|--------------------|---------------------------|
| 1. Business Owner: | Dagoberto Hernandez, LLC |
| d/b/a: | Taqueria el Rey #2 |
| Applicant: | Nancy Hernandez |
| Business Address: | 1215 N. Thornton Ave. |
| License Type: | Pouring Beer (Restaurant) |
| Disposition: | New |