



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 04, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name for the Record)*

Minutes:

1. Mayor and Council Minutes of April 20, 2020

New Business:

2. Ordinance 20-08

The request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to General Commercial (C-2) and High Density Residential (R-7) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000).

3. Ordinance 20-09

The request of KCR Properties, LLC to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 3.69 acres located at 1280 Veterans Drive, Dalton, Georgia. Parcel (12-163-04-004).

4. Amendment #1 - 2019 Consulting Agreement between the City of Dalton and BLULYNX Solutions for Consulting Services for the CDBG Program
5. Renewal of Spectra Floor Maintenance Agreement for City Hall
6. Elevator Maintenance Agreement with Thyssenkrup for John Davis Recreation Center
7. InterDev IT Security Assessment
8. InterDev Agreement for Domain Migration
9. InterDev Agreement for Microsoft Office 365 Cloud Migration
10. InterDev Agreement for Network Redesign
11. CDW-G - Microsoft Office 365 GCC E1 Licenses Enterprise Agreement

Supplemental Business

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 20, 2020

The Mayor and Council held a meeting this afternoon at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan (teleconference), Derek Waugh, Tyree Goodlett, City Administrator Jason Parker and City Attorney Gandhi Vaughn. Council member Gary Crews was absent.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the April 20, 2020 agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the following Mayor and Council Meeting Minutes:

1. Mayor and Council Minutes of March 16, 2020
2. Mayor and Council Minutes of March 23, 2020
3. Mayor and Council Minutes of March 24, 2020
4. Mayor and Council Minutes of March 25, 2020
5. Mayor and Council Minutes of March 26, 2020
6. Mayor and Council Minutes of March 27, 2020
7. Mayor and Council Minutes of April 1, 2020

On the motion of Council member Harlan, second Council member Goodlett, the minutes were Approved with the following change to the Minutes of March 16, 2020 to correct a period in the amount of \$2,500,000.

RESOLUTION 20-07

The Mayor and Council reviewed Resolution 20-07 concerning transfer of funds from the Dalton/Whitfield Regional Solid Waste Management Authority in the amount of \$2,500,00. to the City of Dalton general fund for economic development. On the motion of Council members Goodlett, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

The vote was unanimous in favor.

2020 NEW ALCOHOL BEVERAGE APPLICATION

The Mayor and Council reviewed the following 2020 New Alcohol Beverage Application:

Business Owner: Second Step, Inc.
d/b/a: Road Runners Carniceria
Applicant: Heta Patel
Business Address: 532 Underwood St.
Type: Package Beer
Disposition: New

On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the application pending the Public Safety Commission approval. The vote was unanimous in favor.

ORDINANCE 20-07

The Mayor and Council reviewed the request of Julia Garcia for a special use permit for a medical clinic on a tract of land totaling 1.53 acres located at 1906 Shields Road, Dalton, Georgia. Parcels (12-260-07-010) (12- 260-07-016) and (12-260-07-009). On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the request with a minimum of 15 parking spaces and compliance with the storm water management ordinance. The vote was unanimous in favor.

PROFESSIONAL SERVICES TASK ORDER 002 WITH ARCADIS U.S., INC.

The Mayor and Council reviewed the Professional Services Task Order 002 with Arcadis U.S., Inc for Stormwater Asset Management Program Phase I. The task order consists of the following:

Infrastructure Acceptance Policy
Infrastructure Criticality Assessment
Drainage System Awareness
Capital Improvement Programming

Public Works Director Andrew Parker stated the total cost is \$34,950.00 and will be paid from 2015 SPLOST funds. On the motion of Council member Goodlett, second Council member Waugh, the Task Order was approved. The vote was unanimous in favor.

AGREEMENT WITH LOWERY AND ASSOC. FOR TOPOGRAPHICAL SURVEY OF PRATER ALLEY DRAINAGE BASIN

The Mayor and Council reviewed the Agreement with Lowery and Assoc. for a topographical survey of Prater Alley Drainage Basin to facilitate the previously approved drainage analysis that was performed by a previous consultant. On the motion of Council member Goodlett, second Council member Harlan, the Agreement was approved. Public Works Director Andrew Parker stated the cost is not to exceed \$9,000 and will be paid from the 2015 SPLOST funds. The vote was unanimous in favor.

AUTHORIZATION OF PUBLIC WORKS EQUIPMENT PURCHASES

Public Works Director Andrew Parker requested the purchase of the following pieces of equipment from Sourcewell Cooperative Purchasing Contract:

- | | |
|---------------------------------------|--------------|
| (1) Knuckle Boom Grapple Loader Truck | \$208,950.00 |
| (2) Toolcat Utility Work Machine | \$ 57,320.84 |

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the purchase at a total cost of \$266,270.84. The vote was unanimous in favor. Backup data for these purchases are a part of these minutes.

TRAFFIC CONTROL CHANGE – ‘NO PARKING - THIS SIDE OF STREET’ FOR RUCKY DRIVE

The Mayor and Council reviewed the following Traffic Control Change:

‘No Parking - This Side of Street’ for Rucky Drive

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

RENEWAL OF CUMMINS MAINTENANCE AGREEMENT FOR BACKUP GENERATOR AT CITY HALL

Human Resources Director Greg Batts presented the Renewal of Cummins Maintenance Agreement for preventative maintenance and inspection of the backup generator at City Hall at a cost of \$868.50 per year. Batts stated the contract has no significant increase from the previous year. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council approved the agreement. The vote was unanimous in favor.

RENEWAL OF EMCOR HVAC MAINTENANCE AGREEMENT FOR 100 S. HAMILTON STREET

Human Resources Director Greg Batts presented the Renewal of EMCOR HVAC Maintenance Agreement for 100 S. Hamilton Street i.e. Old Post Office at a cost of \$945.00 per quarter effective May 1, 2020. Batts stated there is no increase from the previous years’ agreement. On the motion of Council member Goodlett, second Council member Waugh, the Mayor and Council approved the agreement. The vote was unanimous in favor.

Mayor and Council
Minutes
Page 4
April 20, 2020

GRANT SIGNATURE AUTHORIZATION FOR DALTON FIRE DEPARTMENT GEMA GRANT

The Mayor and Council reviewed the Memorandum of Understanding authorizing Chief Todd Pangle to apply for a GEMA grant for specialized fire department equipment. On the motion of Council member Waugh, second Council member Harlan, the Mayor and Council authorized the request. The vote was unanimous in favor.

RESOLUTION 20-10 AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 310 WEST WAUGH STREET

The Mayor and Council reviewed Resolution 20-10 Authorizing the Purchase of Real Property at 310 West Waugh Street for the purpose of future infrastructure improvements at a cost of \$190,000.00. On the motion of Council member Goodlett, second Council member Waugh, the resolution was adopted. The vote was unanimous in favor.

RESOLUTION 20-11

On the motion of Council member Goodlett, second Council member Waugh, the Mayor and Council adopted Resolution 20-11 authorizing A Substantial Amendment To The 2019-2023 Consolidated Plan, 2019 Action Plan, And Citizen Participation Plan Under The Community Development Block Grant (CDBG) Program which will allow for a \$200,000.00 Small Business Stabilization Forgivable Loan Program (SBSF) to respond to the Coronavirus public health situation by providing short-term loan relief with a maximum of up to \$15,000 per businesses within the corporate limits of Dalton that are seeing a reduction in revenue because of COVID-19. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:26 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded _____
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4/20/2020

Agenda Item: The request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to General Commercial (C-2) and High Density Residential (R-7) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Has been sent

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:

The official recommendation from the planning commission is attached along with a summary of this public hearing and staff report.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-08

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Medium-Density Single Family Residential (R-3) To Neighborhood Commercial (C-1) Being A Tract Of Land Totaling 4.45 Acres Located At Dawnville Road and Brooker Road Extension (part of Parcel No.: 12-102-05-000) And To High Density Residential (R-7) Being A Tract Of Land Totaling 4.75 Acres Located At Dawnville Road And Robert Drive (part of Parcel No.: 12-102-05-000); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Jose M. Gonzalez (Owner) has filed an application with the City to rezone property described as Dawnville Road and Brooker Road Extension (Parcel No.: 12-102-55-000) (the Property);

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

WHEREAS, the Owner is requesting that 4.75 acres of the Property be rezoned to High Density Residential (R-7) and 4.45 acres of the Property be rezoned to General Commercial (C-2);

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on April 13, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council with the condition that the 4.45 acre portion of the Property be rezoned Neighborhood Commercial (C-1) and that the 4.75 acre portion of the Property be rezoned to High Density Residential (R-7) ;

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

-1-

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

-2-

The Property being the tract of land totaling 4.45 acres located at Dawnville Road and Brooker Road Extension (part of Parcel No.: 12-102-05-000) is rezoned to Neighborhood Commercial (C-1) as shown on Exhibits A and B as Tract 2.

-3-

The Property being the tract of land totaling 4.75 Acres Located At Dawnville Road And Robert Drive (part of Parcel No.: 12-102-05-000) is rezoned to High Density Residential (R-7) as shown on Exhibits A and B as Tract 1.

-4-

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

-5-

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

-6-

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

-7-

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

[Signatures on next page.]

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

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

CITY CLERK
CITY OF DALTON

EXHIBIT A

JOSE GONZALEZ

Dawnville Road and Pleasant Grove Road

A certain tract or parcel of land lying and being in Land Lot 102, 12th District, 3rd Section, Whitfield County, Georgia and being more particularly described as follows:

Tract 1:

BEGINNING at the southeast intersection of Robert Drive (50 foot right of way) and Dawnville Road (100 foot right of way); thence along the south right of way of said Dawnville Road the following courses: north 68 degrees 50 minutes 32 seconds east a distance of 85.87 feet, north 65 degrees 35 minutes 29 seconds east a distance of 63.09 feet, north 64 degrees 04 minutes 18 seconds east a distance of 64.29 feet, north 62 degrees 10 minutes 40 seconds east a distance of 118.25 feet, north 61 degrees 26 minutes 06 seconds east a distance of 309.06 feet, north 72 degrees 51 minutes 50 seconds east a distance of 51.16 feet, north 57 degrees 27 minutes 36 seconds east a distance of 65 feet more or less to the center line of a natural gas line easement; thence leaving said right of way of Dawnville Road and traveling in the southeasterly direction along the center line of said natural gas line easement 425 feet more or less to a point located on the south line of Land Lot 102; thence running along the south line of Land Lot 102 south 88 degrees 27 minutes 46 seconds west a distance of 665 feet more or less to a point in the west right of way of Robert Drive; then following along the west right of way of Robert Drive the following courses: north 63 degrees 08 minutes 30 seconds west a distance of 48.79 feet, north 88 degrees 09 minutes 59 seconds west a distance of 54.14 feet, south 88 degrees 25 minutes 14 seconds west a distance of 60.08 feet, south 87 degrees 49 minutes 48 seconds west a distance of 86.23 feet, north 88 degrees 30 minutes 37 seconds west a distance of 78.38 feet to the POINT OF BEGINNING. Said tract contains 4.75 acres more or less.

Tract 2:

BEGINNING at the southwest intersection of Dawnville Road (100 foot right of way) and Pleasant Grove Drive NE; thence along the west right of way of said Pleasant Grove Drive NE the following courses: south 07 degrees 22 minutes 17 seconds east a distance of 49.59 feet, south 13 degrees 58 minutes 07 west a distance of 84.63 feet, south 06 degrees 14 minutes 39 seconds east a distance of 34.53 feet, north 83 degrees 55 minutes 23 seconds east a distance of 24.16 feet, south 02 degrees 51 minutes 19 seconds east a distance of 442.86 feet to the southeast corner of Land Lot 102; thence running along the south line of Land Lot 102 south 88 degrees 27 minutes 46 seconds west a distance of 280 feet more or less to the center line of a natural gas line easement; thence traveling in a northwesterly direction along the center line of said natural gas line easement 425 feet more or less to a point in the south right of way of Dawnville Road; thence running along the south right of way of Dawnville Road the following courses: north 57 degrees 27 minutes 36 seconds east a distance of 85 feet more or less to an iron pin, north 61 degrees 38 minutes 28 seconds east a distance of 51.14 feet, north 67 degrees 08 minutes 24 seconds east a distance of 99.93 feet, north 61 degrees 19 minutes 49 seconds east a distance of

99.59 feet, north 56 degrees 29 minutes 29 seconds east a distance of 50.24 feet, north 62 degrees 12 minutes 07 seconds east a distance of 150.04 feet, north 78 degrees 43 minutes 08 seconds east a distance of 89.98 feet to the POINT OF BEGINNING. Said tract contains 4.45 acres more or less.



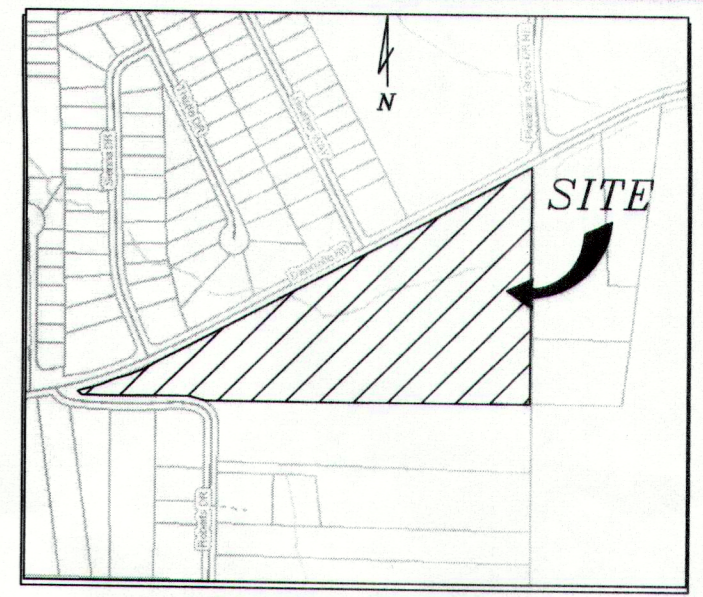
ABBREVIATIONS LEGEND:

- MFP - METAL FENCE POST
- FC - FENCE CORNER
- RB - REBAR
- CONC. - CONCRETE
- OTP - OPEN TOP PIPE
- IPF - IRON PIN FOUND
- P/L - PROPERTY LINE
- LLL - LAND LOT LINE
- IPS - IRON PIN SET
- BLDG. - BUILDING
- R/W - RIGHT-OF-WAY
- N/F - NOW OR FORMERLY

BUILDING SETBACK LINES
 FRONT = 25'
 SIDE = 10'
 REAR = 10'

NO NEW STREETS
 ZONED R-1

AS PER THE (F.I.R.M.) FLOOD
 INSURANCE RATE MAP COMMUNITY
 PANEL # 13033C0135D
 EFFECTIVE DATE 9.19.07
 THIS PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD
 HAZARD.



LOCATION SKETCH
 NOT TO SCALE

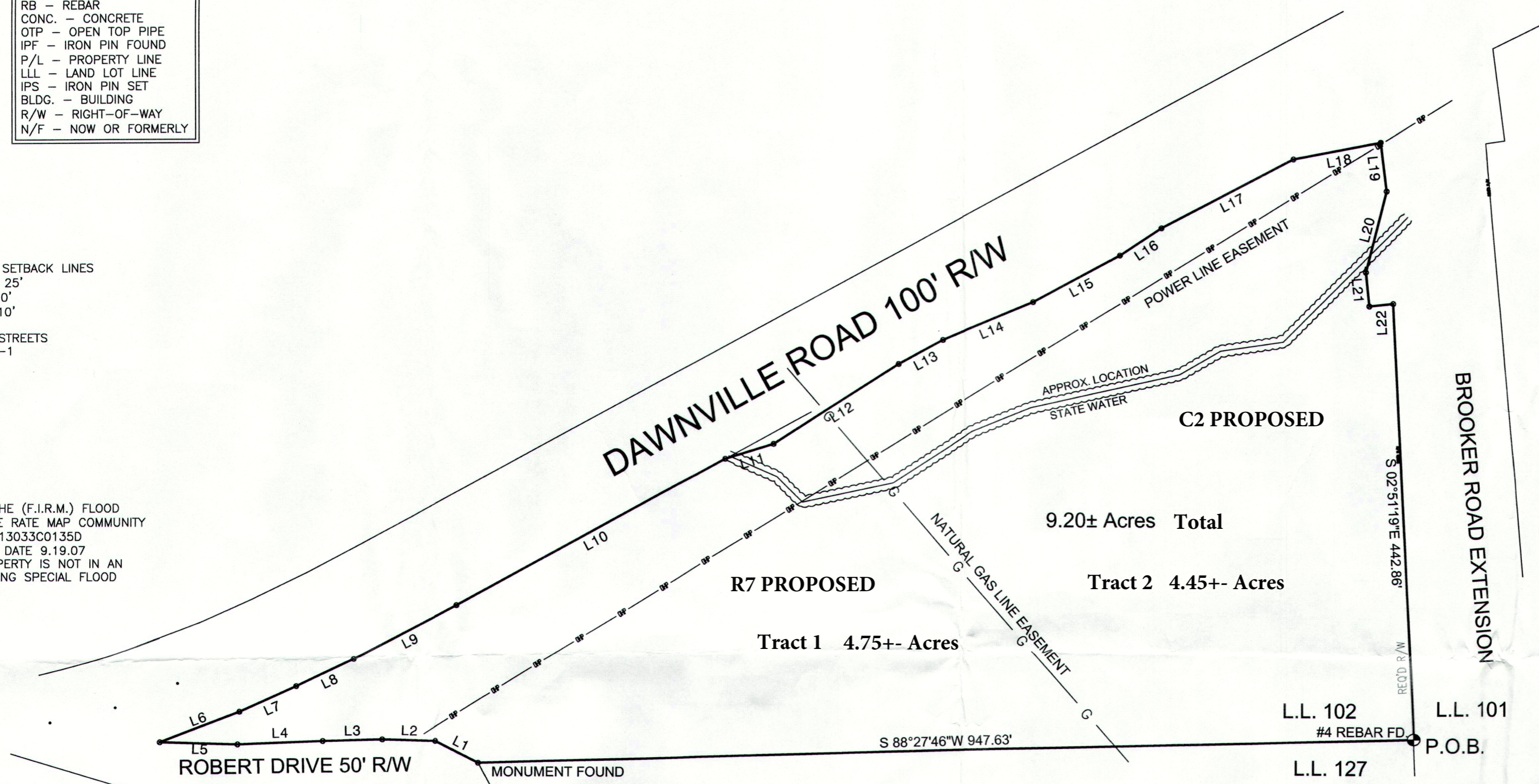
Notes:

A) This surveyor has made no investigation for easements, encumbrances, restrictions, ownership, or any other facts that an accurate and current title search may determine.

B) No certification is made as to the exactness of the location, arrangement, or existence of any underground utilities shown or not shown on this survey, contractors should verify all utility locations prior to digging.

C) Best mgt. practices (BMP'S) O.C.G.A. 12-7-6 subsection (B) Section IV-MIN. Requirements for erosion & sediment control shall be followed prior to and during construction
 ("CALL BEFORE YOU DIG")
 1.811 TOLL FREE CALL

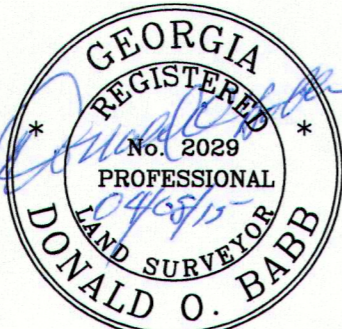
THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15000 FEET AND AN ANGULAR ERROR OF 00 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE NA METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15000+ FEET. THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, AND IS SUITABLE FOR RECORDING EQUIPMENT USED: TOTAL STATION E.D.M. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND R/Ws.



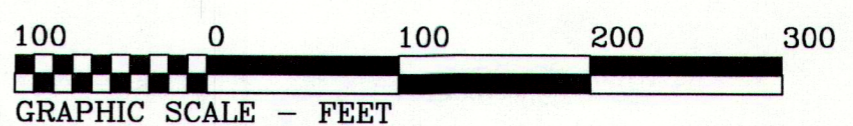
N/F
 JAMES A & LOIS ELAINE LOWREY
 12-127-04-016
 DB 1030, pg 106

Course	Bearing	Distance
L1	N 63°08'30" W	48.79'
L2	N 88°09'59" W	54.14'
L3	S 88°25'14" W	60.08'
L4	S 87°49'48" W	86.23'
L5	N 88°30'37" W	78.38'
L6	N 68°50'32" E	85.87'
L7	N 65°35'29" E	63.09'
L8	N 64°04'18" E	64.29'
L9	N 62°10'40" E	118.25'
L10	N 61°26'06" E	309.06'
L11	N 72°51'50" E	51.16'
L12	N 57°27'36" E	149.65'
L13	N 61°38'28" E	51.14'
L14	N 67°08'24" E	99.93'
L15	N 61°19'49" E	99.59'
L16	N 56°29'29" E	50.24'
L17	N 62°12'07" E	150.04'
L18	N 78°43'08" E	89.98'
L19	S 07°22'17" E	49.59'
L20	S 13°58'07" W	84.63'
L21	S 06°14'39" E	34.53'
L22	N 83°55'23" E	24.16'

FINAL ACCURACY AND DESIGN CERTIFICATE:
 It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist and location, size, type, and material are correctly shown; and that all requirements of the Whitfield County Subdivision Regulations have been fully complied with, and approval hereof does not relieve me of any liability associated with inaccuracies or improper design. By



Donald O. Babb
 Registered Georgia Land Surveyor No.2029 and seal
 Date *04/08/15*



SURVEY FOR:
JOSE GONZALES

SCALE: 1" = 100'	JOB# 150460JS	DRAWN BY: RLP
DATE: 04/08/15	SCREEN FILE: 150460JS.DWG	FIELD DATA: GTS-240N
LAST REVISED: N/A	RECORD#: 10634	CHECKED BY: DOB

LOCATED IN LAND LOT(S) 102
 12TH DISTRICT, 3RD SECTION
 WHITFIELD COUNTY, GEORGIA

ALLIED SURVEYING INC.
 PROFESSIONAL LAND SURVEYING
 1102 OLYMPIC AVENUE (706)259-8554
 DALTON, GEORGIA 30720 (706)259-6645

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: April 16, 2020

SUBJECT: The request of Jose M. Gonzalez to rezone from Medium Density Single Family Residential (R-3) to General Commercial (C-2) and High Density Residential (R-7) a tract of land totaling 9.20 acres located at Dawnville Road and Pleasant Grove Drive, Dalton, Georgia. Parcel (12-102-05-000) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 13, 2020 at 6:00 p.m. via video/telephone conference as posted to the Whitfield County website. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Jose Gonzalez.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-7 rezoning, but Mr. Calhoun noted that the staff analysis recommended a C-1 rezoning rather than C-2. Mr. Calhoun cited the conditions regarding street access limitations in the staff analysis. There were no further questions for Mr. Calhoun

Jose Gonzalez, interpreted by his daughter, stated that he had no additions to the staff analysis and that he had no issue with the C-1 rezoning with the understanding that it would permit his desired use for the property.

Lamar Jordan, neighbor across Pleasant Grove Rd, opposed the requested rezoning based on his fear that an adjacent commercial property would have a negative impact on his quality of life as a long-term citizen of this area. He went on to state that he felt as though there would be potential for a liquor store on the commercial property that would be controversial to the church across Dawnville Rd/.

With no other comments heard for or against this hearing closed at 7:27

Recommendation:

Chairman Lidderdale sought a motion on the requested R-7 and C-2 rezoning. **Mr. Sanford then made a motion to recommend the R-7 rezoning and a C-1 rezoning based on his agreement with the staff analysis. Mr. Pennington seconded the motion and a unanimous recommendation to approve an R-7 and C-1 rezoning followed, 4-0.**

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

ZONING CASE: Jose Gonzalez is seeking to rezone from Medium-Density Single-Family Residential (R-3) to General Commercial (C-2) High Density Residential (R-7) a tract of land (parcel 12-102-05-000) containing a total of 9.2-acres located at the intersection of Dawnville Road and Pleasant Grove Road. The tract is currently undeveloped. The rezoning request is sought to serve a dual purpose of creating an event center on the proposed C-2 tract as well as 20 apartment units on the proposed R-7 tract:

The surrounding uses and zoning are as follows: 1) to the north across Dawnville Road, are a total of 8 adjacent tracts. One of these tracts is within the Zero Lot line Residential R-4 zone district and contains a single-family detached dwelling. There are 6 adjacent tracts zoned R-3 that each contain a single-family detached dwelling and are part of the Amberfield subdivision. The other northern adjacent tract is also zoned R-3 and is currently undeveloped; 2) to the east, across Pleasant Grove Rd., are two adjacent tracts zoned Low-Density Single-Family Residential R-2 that each contain single-family detached dwellings; 3) to the south, are four adjacent properties zoned R-2. The largest of the southern adjacent tracts contains a non-conforming commercial/manufacturing structure, and the remaining three tracts contain single-family detached dwellings; 4) To the west across Roberts Drive, is a single tract zoned R-2 that contains a single-family detached dwelling. A review of the zoning map and land use indicates that this area is a convergence of various residential land use with islands of commercial/manufacturing development.

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

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad March 6, 2020 (38 days notice)			
	2. Property posted March 6, 2020, reposted on March 18, 2020 (Yes -- one sign on the lot frontage; 38 total days notice.)			
C.	Has a plat been submitted showing a subdivision of land?	—	<u>X</u>	—

D.	The following special requirements have an impact on this request:			
	100-year flood plain (land is filled to the 100-year flood level)	—	<u>X</u>	—
	Site Plan (none required)	—	<u>X</u>	—
	Buffer Zones (none required)	<u>X</u>	—	—
	Soil Erosion/Sedimentation Plan	<u>X</u>	—	—
	Storm Water Requirements	<u>X</u>	—	—

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

This area of the City of Dalton is host to a number of various zone districts and land uses. The City’s corporate boundary is inconsistent in this area of Whitfield County. Development patterns tend to be more diverse near highways and intersections, and the area surrounding the subject property is no exception to this development pattern. The nearby intersection of Cleveland Highway and Dawnville Road, to the west, carries a significant amount of daily commuter traffic. The other factor that created opportunity for diverse development would be the availability of both public water and sewer in this area. When one observes the areas to the north and to the west of the subject property, it becomes obvious that the existing density would not be possible without sewer service. Many of the residential tracts within the adjacent Amberfield subdivision average 0.3-acres in size. Also, less than 200-yards west of the subject property lies a well-established and conforming apartment complex as well as a Zero Lot Line subdivision. While the subject property is not adjacent to any property zoned commercially, there is an adjacent commercial/light manufacturing property on the southern boundary of the subject property. There are, however, several conforming islands of commercial and manufacturing properties in the immediate vicinity of the subject property. Most commercial and manufacturing uses in this area tend to be located along or nearby Cleveland Highway.

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

As previously stated, the area surrounding the subject property is host to both commercial and high-density residential developments. The overall footprint of the proposed R-7 portion of the subject property would be less than that of the nearby existing apartment complex. The impact of a General Commercial rezoning on the remaining portion of the subject property, however, does create reason for concern regarding several adjacent residential properties. The consideration of a lesser intensive zone district that would permit the desired development of an event center would be less impactful to the surrounding area while satisfying the needs of the petitioner. Since the majority of the

subject property is flanked by public roads, the majority of the subject property will not be required to create any type of visual buffer. The only portion of the subject property required to create a buffer would be along the southern boundary, which is adjacent to the non-conforming commercial property.

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

The subject property, in this case, could certainly be developed as a conforming R-3 community based on the size, shape, and topography of the property. It is worth stating, however, that the amount of potential residential lot density (approximately 35-40) on the subject property within the R-3 zone district would create many of the same issues in regard to trip generation and traffic safety concerns regarding Dawnville Road access.

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

N/A. The subject property could be developed as currently zoned, but many of the same issues related to density, safe vehicular access, and lack of pedestrian infrastructure connectivity remain.

(E) Whether the proposed (R-7 and C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

The subject property has access to three County-maintained Roads, Dawnville Road, Roberts Drive, and Pleasant Grove Road. The primary concern with the requested rezoning is related to access to Dawnville Road from the subject property. There is a bend in Dawnville Road along the subject property as well as a number of unsignalized street access from the adjacent and nearby developments such as Amberfield. Traffic congestion along this portion of Dawnville Road during peak hours is significant and more development in this area means more congestion. Based on the subject property's size and amount of street access, however, it is fair to say that the issue of exacerbated traffic congestion would exist to the same degree if the property were developed as it is currently zoned R-3. The commercial portion of the subject property already has an impromptu access to Pleasant Grove Road. Pleasant Grove Road would be a much safer access point for the commercial portion of the subject property than direct access to Dawnville Road. Due to the dissection of the subject property by the natural gas line easement, it is difficult to say if the petitioner would be able to obtain permission to construct an access road to connect the residential portion of the subject property to Pleasant Grove Road, and therefore, staff is reluctant to recommend this as it may be unachievable. The subject property also has been officially notified, by Dalton Utilities, that sewer access to the subject property can be made available for the proposed development. It is noted in the attached letter that the subject property may need a pump due to the elevation of the subject property in relation to the gravity sewer line. Due to the limited portion of the subject property planned for residential development, along with the proposed 20 units, staff do not anticipate this density to create a burden for schools or public safety.

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

The Comprehensive Plan's Future Development Map indicates that the subject property is within the Suburban Neighborhood character area. This character area was created to show areas in Dalton and Whitfield that have, for the most part, already been developed in a post WWII style cul-de-sac character. The subject property likely fell within this character area due to the amount of this type of residential development in the immediate vicinity. One will also note that the adjacent and nearby commercial and manufacturing tracts are also planned to be redeveloped for residential use in the future. The Suburban character area recommends single-family detached residential as the primary land use, but the plan does note that some multi-family use may exist in this character area. For commercial use in the Suburban character area, it is noted that small-scale commercial centers may also be permitted.

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

While the subject property may not be adjacent to an existing R-7 zone district, it is adjacent to the R-4 zone district and rather near an existing R-7 zone district as well. When considering the amount of residential density that already exists in this area, this planner believes that the R-7 rezoning is not out of place with the current land use and zoning in the area. In regard to the portion of the subject property requesting a C-2 rezoning, however, there is no similarity to existing zoning adjacent to the subject property. While there is an adjacent commercial/manufacturing property, that property is non-conforming and unlike the majority of properties in the immediate vicinity. The potential permitted uses within the C-2 zone district are significant when coupled with the subject properties access to public sewer and its overall size. It is this planner's opinion that the C-2 zone district would be considered a spot zone with the potential to negatively impact the existing housing stock. It is also, however, the opinion of this planner to suggest the consideration of a less-intensive commercial zone district such as C-1 may be more appropriate for the area and still allow the petitioner's desired use of the subject property.

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

While the subject property has been undeveloped for quite some time, reasons for the property's lack of development do not seem to be related to environmental or historical

concerns. One will note a small stream on the subject property as well as a natural gas easement dissecting the subject property, but these factors are certainly not significant impediments for the proposed development.

CONCLUSION:

The staff can provide a recommendation to approve the requested R-7 rezoning of the subject property based on the following factors:

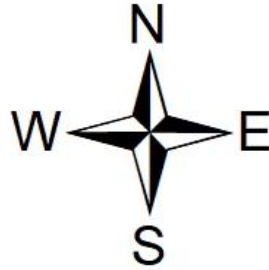
1. No adverse impact to existing adjacent or nearby property values is expected.
2. No issues with the intent of the Comprehensive Plan or character area were noted.
3. Concerns with traffic safety and trip generation may be mitigated by restricting street access to a particular area along Dawnville Road or Roberts Drive.

The Staff cannot provide a recommendation to approve the requested C-2 rezoning of the subject property, but can recommend consideration of a C-1 Neighborhood Commercial rezoning of the subject property based on the following factors:

1. While the C-2 zone district may permit uses that could create a visual and audible impact on the surrounding residential properties, the C-1 zone district permits a number of commercial uses while not permitting the more intensive uses.
2. The C-2 zone district would be in conflict with the character area within the Comprehensive Plan, but a C-1 rezoning would be able to achieve the needs of the petitioner as well as the intent of the Comprehensive Plan's Suburban character area.
3. Staff recommend that the only access to the commercial portion of the subject property be limited to Pleasant Grove Road. This will allow travelers to be routed through the signalized intersection of Pleasant Grove and Dawnville Roads rather than direct access to Dawnville Road where traffic speeds may be much higher and visibility more limited.

Gonzalez Rezoning Request

R-3, Medium Density Single Family Residential to R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



ZONING

- General Agriculture (GA)
- Low Density Single Family Residential (R-2)
- Medium Density Single Family Residential (R-3)
- Zero Lot Line Residential (R-4)
- Rural Residential (R-5)
- High Density Residential (R-7)
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
500





Gonzalez Rezoning Request R-3, Medium Density Single Family Residential

to

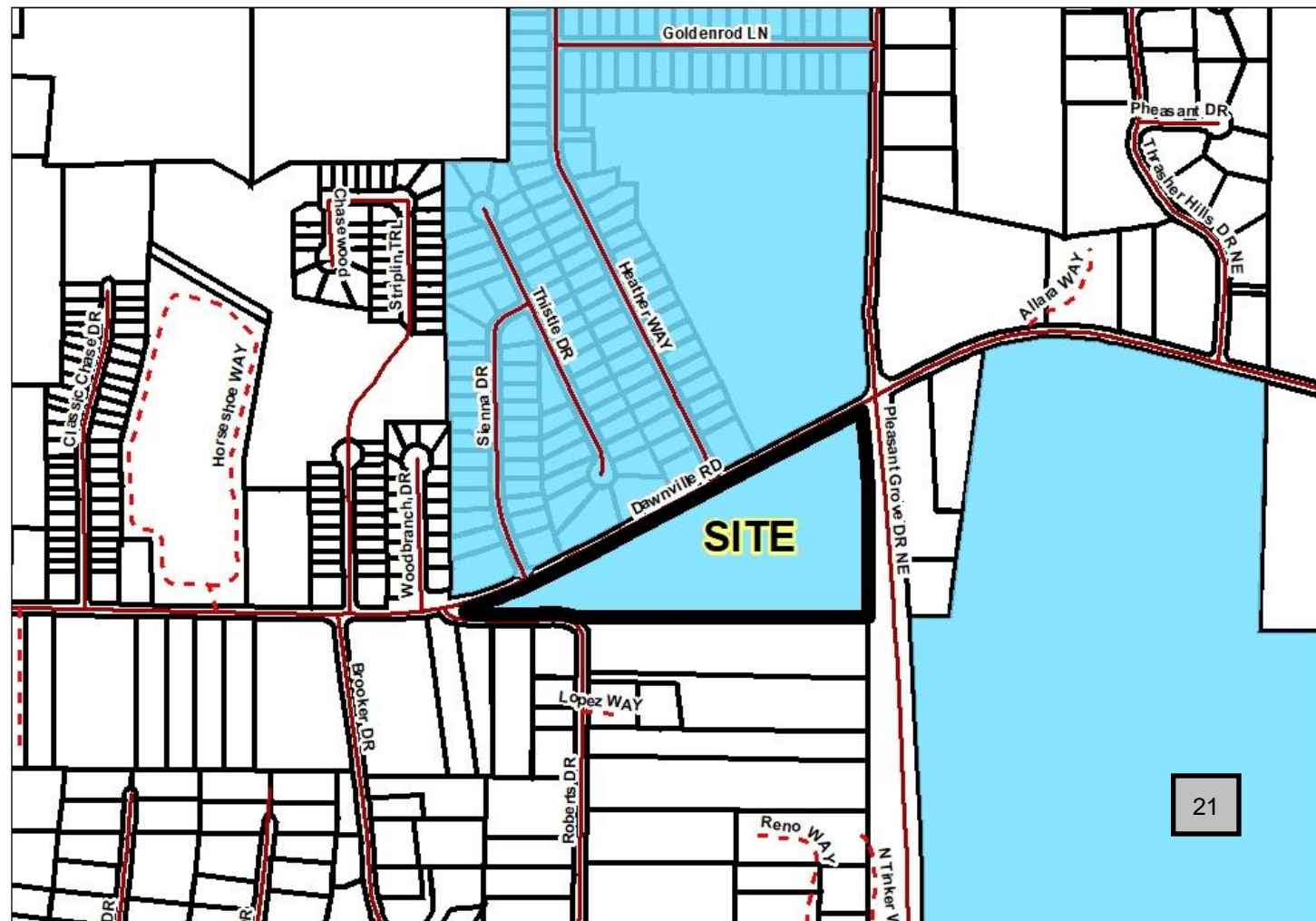
R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



DALTON CITY LIMITS

 Town_Boundaries

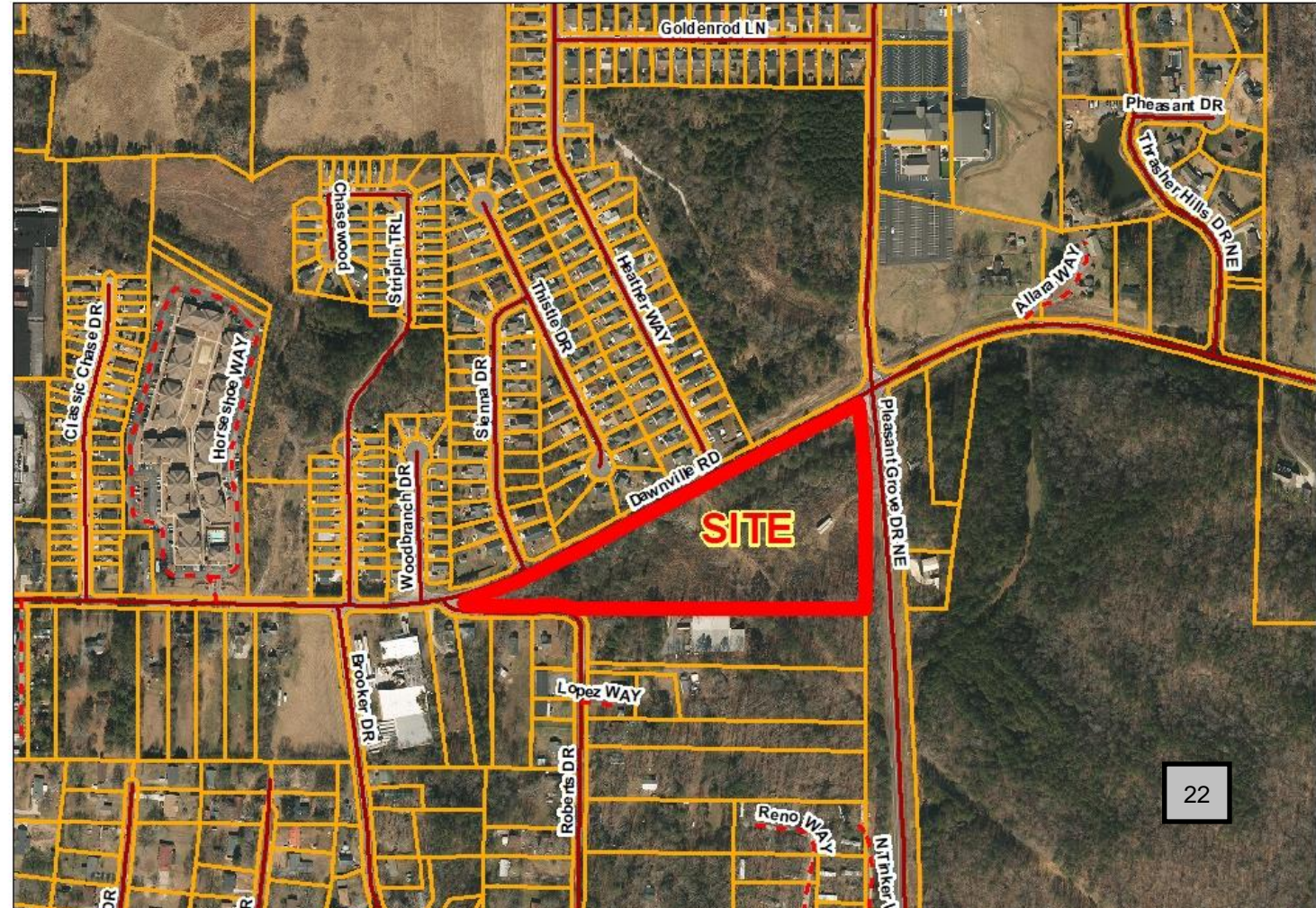
**FEET
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Gonzalez Rezoning Request R-3, Medium Density Single Family Residential to R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



**FEET
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Gonzalez Rezoning Request

R-3, Medium Density Single Family Residential

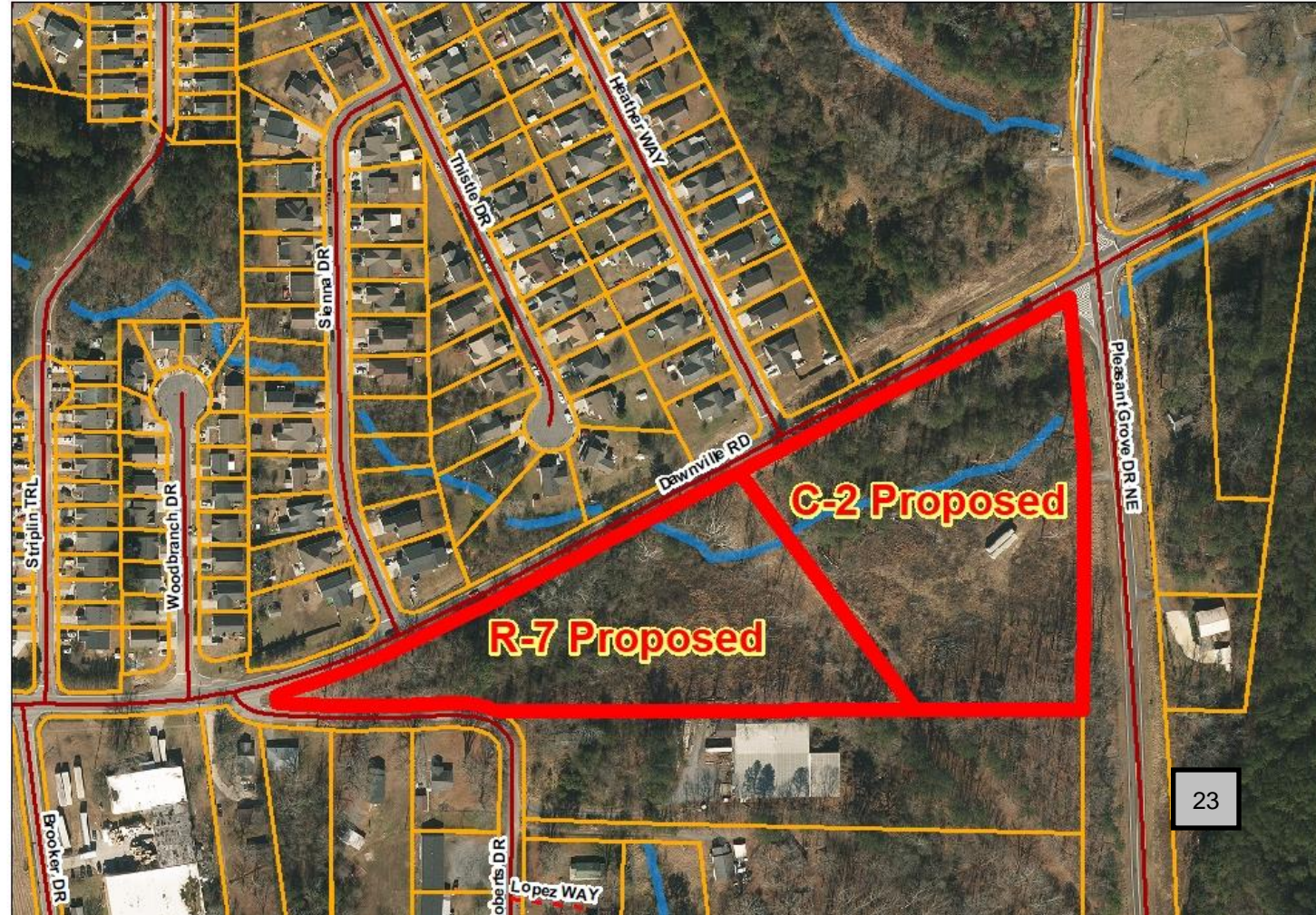
to

R-7, High Density Residential & C-2, General Commercial

City of Dalton Jurisdiction



FEET
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Gonzalez Rezoning Request R-3, Medium Density Single Family Residential

to

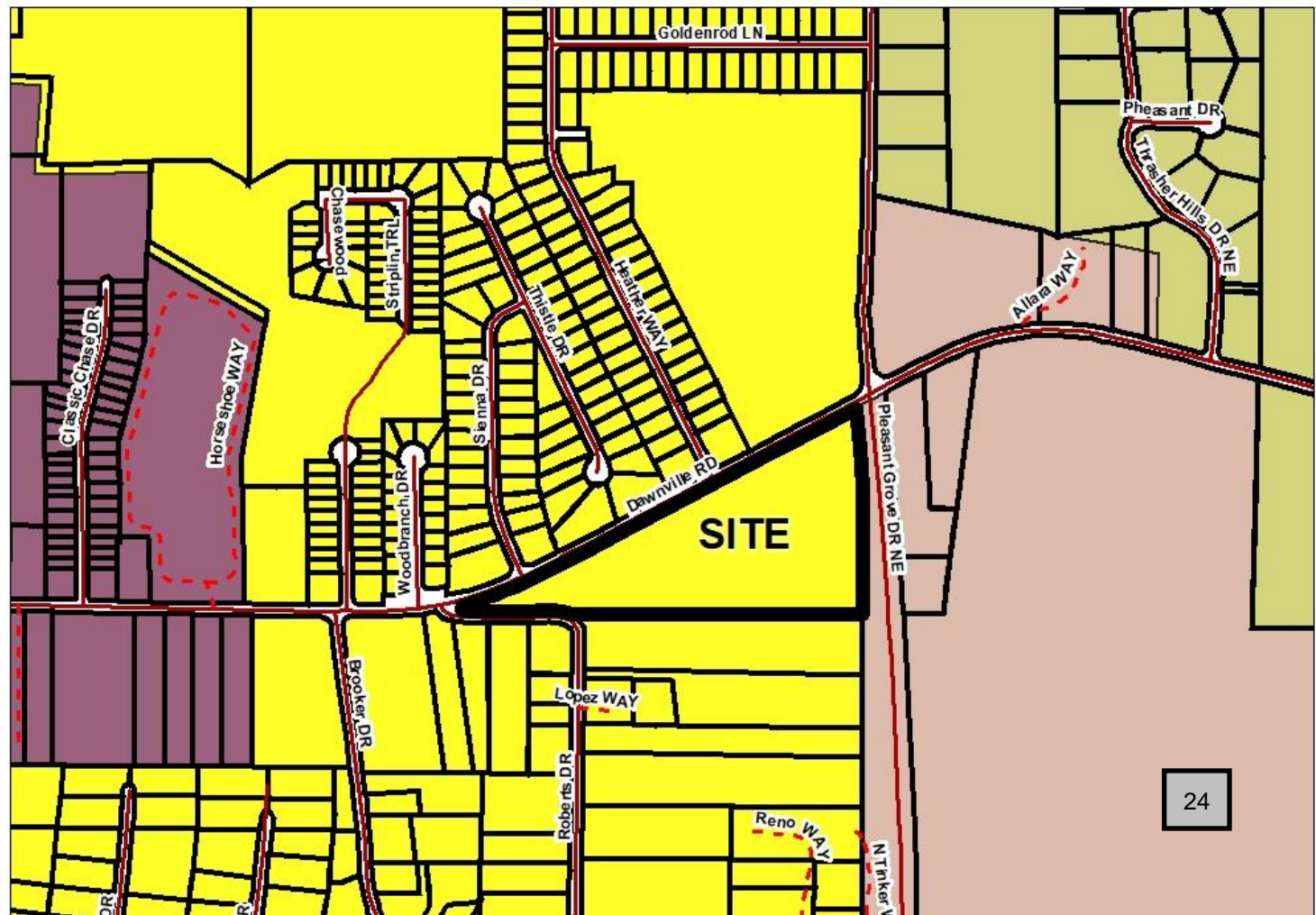
R-7, High Density Residential & C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Community Activity Center
-  Emerging Suburban and Exurban Areas
-  Rural Residential
-  Suburban Neighborhood

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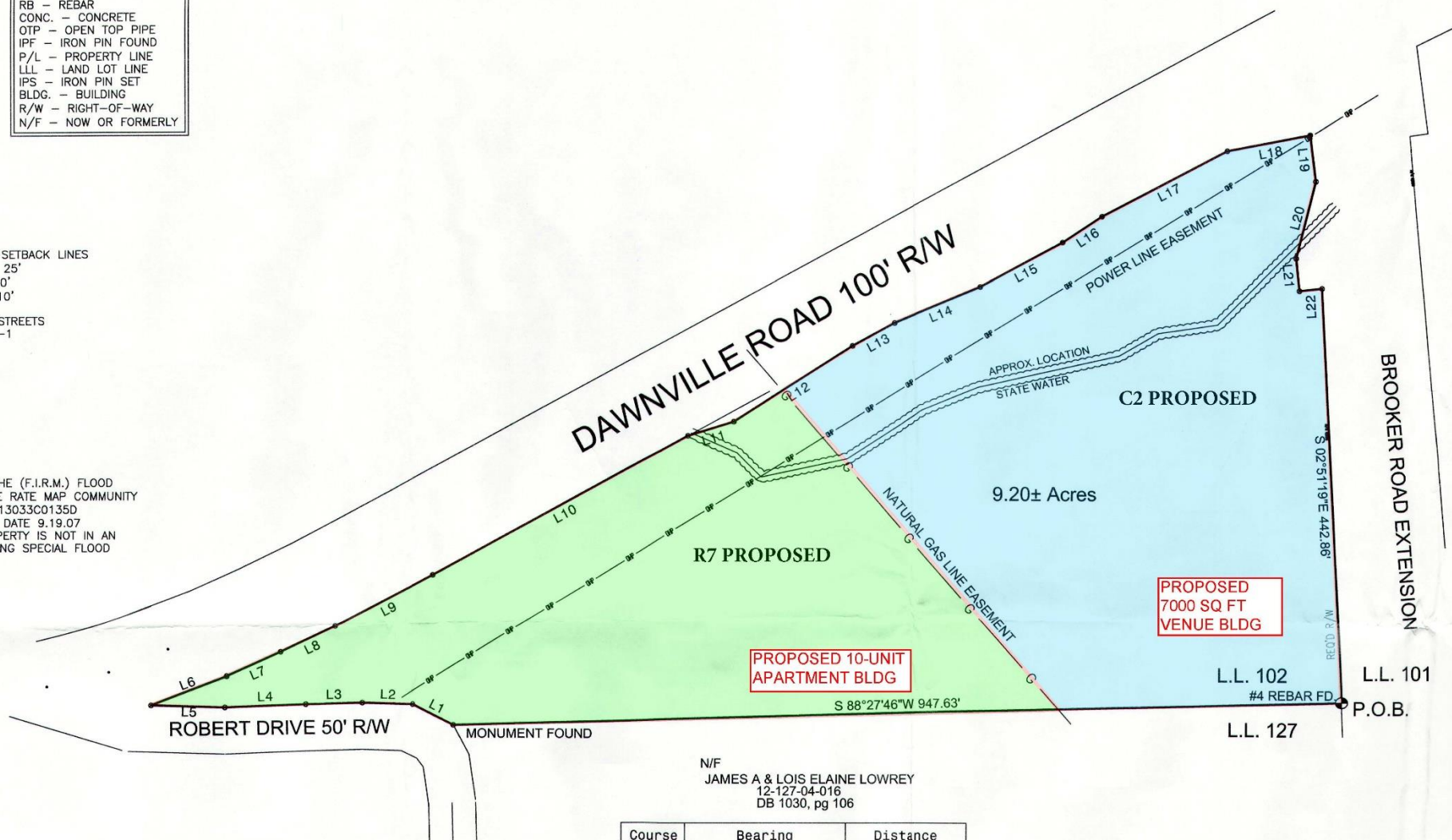


ABBREVIATIONS LEGEND:
 MFP - METAL FENCE POST
 FC - FENCE CORNER
 RB - REBAR
 CONC. - CONCRETE
 OTP - OPEN TOP PIPE
 IPF - IRON PIN FOUND
 P/L - PROPERTY LINE
 LLL - LAND LOT LINE
 IPS - IRON PIN SET
 BLDG. - BUILDING
 R/W - RIGHT-OF-WAY
 N/F - NOW OR FORMERLY

BUILDING SETBACK LINES
 FRONT = 25'
 SIDE = 10'
 REAR = 10'

NO NEW STREETS
 ZONED R-1

AS PER THE (F.I.R.M.) FLOOD
 INSURANCE RATE MAP COMMUNITY
 PANEL # 13033C0135D
 EFFECTIVE DATE 9.19.07
 THIS PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD
 HAZARD.



N/F
 JAMES A & LOIS ELAINE LOWREY
 12-127-04-016
 DB 1030, pg 106

Course	Bearing	Distance
L1	N 63°08'30" W	48.79'
L2	N 88°09'59" W	54.14'
L3	S 88°25'14" W	60.08'
L4	S 87°49'48" W	86.23'
L5	N 88°30'37" W	78.38'
L6	N 68°50'32" E	85.87'
L7	N 65°35'29" E	63.09'
L8	N 64°04'18" E	64.29'
L9	N 62°10'40" E	118.25'
Course	Bearing	Distance
L10	N 61°26'06" E	309.06'



LOCATION SKETCH
 NOT TO SCALE

Notes:

- A) This surveyor has made no investigation for easements, encumbrances, restrictions, owners, or other facts that an accurate and current title may determine.
- B) No certification is made as to the exact location, arrangement, or existence of any utilities shown or not shown on this survey, and the user should verify all utility locations prior to digging.
- C) Best mgmt. practices (BMP'S) O.C.G.A. 12-7-701, subsection (B) Section IV-MIN. Requirements for erosion & sediment control shall be followed prior to construction ("CALL BEFORE YOU DIG") 1.811 TOLL FREE CALL

THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15000. AN ANGULAR ERROR OF 00 SECONDS PER ANGLE WAS ADJUSTED USING THE NA METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15000± FEET. THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM REQUIREMENTS OF LAW, AND IS SUITABLE FOR RECORDING. RECORDING EQUIPMENT USED: TOTAL STATION. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/4/2020

Agenda Item: The request of KCR Properties, LLC to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 3.69 acres located at 1280 Veterans Drive, Dalton, Georgia. Parcel (12-163-04-004) (City)

Department: Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Has been sent

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:

The official recommendation from the planning commission is attached along with a summary of this public hearing and staff report.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-09

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Heavy Manufacturing (M-2) To General Commercial (C-2) Being A Tract Of Land Totaling 3.69 Acres Located At 1280 Veterans Drive Identified As Parcel No.: 12-163-04-004; To Provide An Effective Date; And For Other Purposes.

WHEREAS, KCR Properties, LLC (Owner) has filed an application with the City to rezone property described as 1280 Veterans Drive identified as Parcel No.: 12-163-04-004 (the Property);

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

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

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

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

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on April 27, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 1280 Veterans Drive identified as Parcel No.: 12-163-04-004 is hereby rezoned from Heavy Manufacturing (M-2) to General Commercial (C-2) without conditions.

-3-

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

-4-

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

-5-

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

-6-

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

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: April 28, 2020

SUBJECT: The request of KCR Properties, LLC to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 3.69 acres located at 1280 Veterans Drive, Dalton, Georgia. Parcel (12-163-04-004) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 27, 2020 at 6:00 p.m. via video teleconference made publicly accessible through legal ads and the Whitfield County website's home page. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Kevin Harris.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-2 rezoning.

Kevin Harris stated that the former use of the subject property had been formerly utilized for warehousing, distribution, and as a restaurant many years past. He went on to note the size of the structure at approximately 30,000 square feet with a 12-foot ceiling height was more along the market size for commercial use than modern manufacturing.

With no other comments heard for or against this hearing closed at 6:54

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Mr. Pennington then made a motion to recommend the C-2 rezoning based on his agreement with the content of the staff analysis. Mr. DeLay seconded the motion and a unanimous recommendation to approve the requested C-2 rezoning followed, 4-0.**

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

ZONING CASE: KCR Properties is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land (parcel 12-163-04-004) containing a total of 3.69 acres located at 1280 Veterans Drive. The tract is currently developed with a single 31,000 sq. ft. commercial/manufacturing structure. The rezoning request is sought to serve the purpose of permitting commercial use of the property rather than manufacturing, based on the needs of the prospective lessee:

The surrounding uses and zoning are as follows: 1) to the north, is a 23-acre tract containing a large manufacturing structure and operation zoned M-2; 2) to the east, is a 39.6-acre tract of land that is part of the Smith Industrial Park owned by the City of Dalton zoned M-2; 3) to the south, is a continuation of the Smith Industrial Park; 4) To the west, are two adjacent tracts across Veterans Dr. The largest of the western adjacent tracts contains a church and is zoned C-2, while the smaller western adjacent tract is zoned M-2 and contains a smaller structure utilized as a base of operations for a cleaning business. A review of the zoning map and land use indicates that this area is a convergence of various commercial and manufacturing developments.

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

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to a rezoning?	—	<u>X</u>	—
B. Have all procedural requirements been met?	<u>X</u>	—	—
1. Legal ad April 10, 2020 (16 days notice)			
2. Property posted April 10, 2020 (Yes -- one sign on the lot frontage; 16 days notice.)			
C. Has a plat been submitted showing a subdivision of land?	—	—	<u>X</u>
D. The following special requirements have an impact on this request:			
100-year flood plain (land is filled to the 100-year flood level)	<u>X</u>	—	—
Site Plan (none required)	—	<u>X</u>	—
Buffer Zones (none required)	—	<u>X</u>	—
Soil Erosion/Sedimentation Plan	—	<u>X</u>	—
Storm Water Requirements	<u>X</u>	—	—

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

In this area of the City of Dalton, a mix of commercial and manufacturing land use has occurred over time. Most commercial development has favored the North Bypass and Glenwood Avenue corridor in this area. Manufacturing land use in this area has no clear pattern and exists throughout this area. When looking at the immediate area, commercial land use exists in view of the subject property with no obvious adverse impact to the manufacturing properties, and the C-2 zone district can be seen adjacent to and nearby the subject property.

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

When comparing the nature of the C-2 and M-2 zone districts, one will not find that they are each intended for high-intensity land use. Both zone districts tend to create significant trip generation, noise, and often require large commercial truck pickup/delivery on a daily basis. There are certainly situations where introducing a commercial zone district into a manufacturing area may be ill-advised, but in this case, there is no indication that a C-2 rezoning would harm any of the adjacent or nearby property values.

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

The subject property's existing structure has the characteristics of both the commercial and manufacturing type. While we may not consider the subject property to be in a hardship situation, it is fair to say that the property and structure could be readily utilized for either manufacturing or commercial use with little alteration to the property.

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

N/A

(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected.

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

compatible to the existing uses in the vicinity.

The Comprehensive Plan's Future Development Map indicated that the subject property is within the Industrial character area. This character area is intended primarily for industrial and manufacturing uses, but commercial uses are also recommended as a primary land use in this character area.

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

If approved, this rezoning would simply shrink the existing M-2 zone district and enlarge the existing C-2 zone district.

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

The subject property has been developed for some time now as a manufacturing/commercial property. One will note, however, that the southern portion of the subject property is impacted by the 1% and 2% annual flood zones. While there are no structures on the southern portion of the subject property,

CONCLUSION:

The staff can provide a recommendation to approve the requested C-2 rezoning of the subject property based on the following factors:

1. No adverse impact to existing adjacent or nearby property values is expected.
2. No issues with the intent of the Comprehensive Plan or character area were noted.
3. No issues in regard to the established zoning or land uses in the area were found.

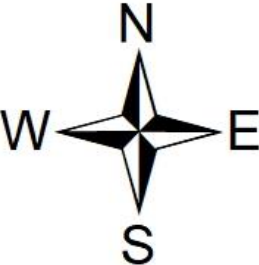
KCR Properties Rezoning Request

M-2, Heavy Manufacturing





to

C-2, General Commercial

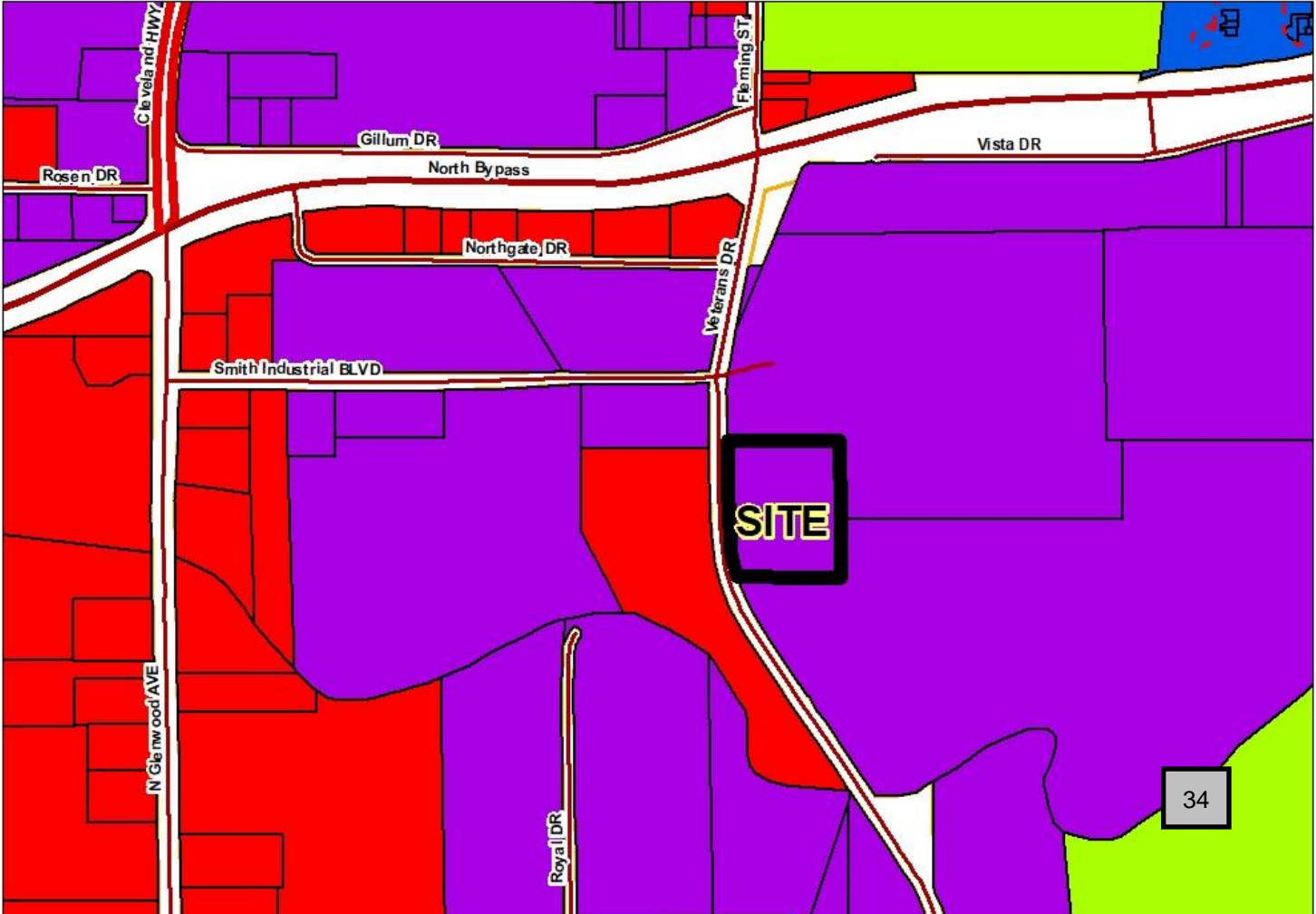
City of Dalton Jurisdiction



ZONING

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


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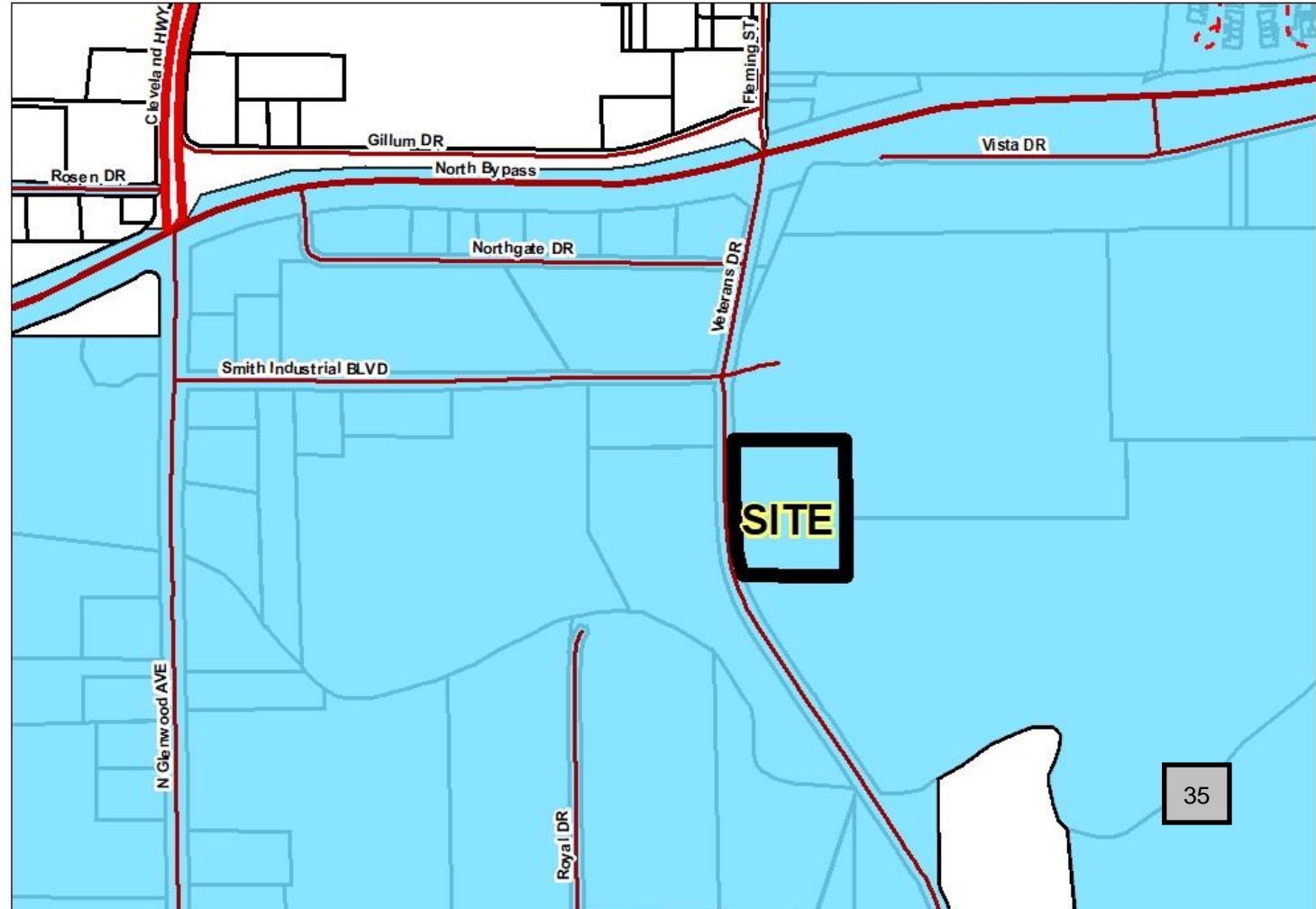
KCR Properties Rezoning Request M-2, Heavy Manufacturing to C-2, General Commercial City of Dalton Jurisdiction



DALTON CITY LIMITS

 Town_Boundaries

FEET
500



KCR Properties Rezoning Request

M-2, Heavy Manufacturing

to

C-2, General Commercial

City of Dalton Jurisdiction



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








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



FEMA_Flood_Zones

-  AE, FLOODWAY
-  AE
-  A
-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
-  X

FEET
200



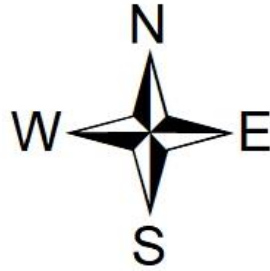
KCR Properties Rezoning Request

M-2, Heavy Manufacturing

to

C-2, General Commercial

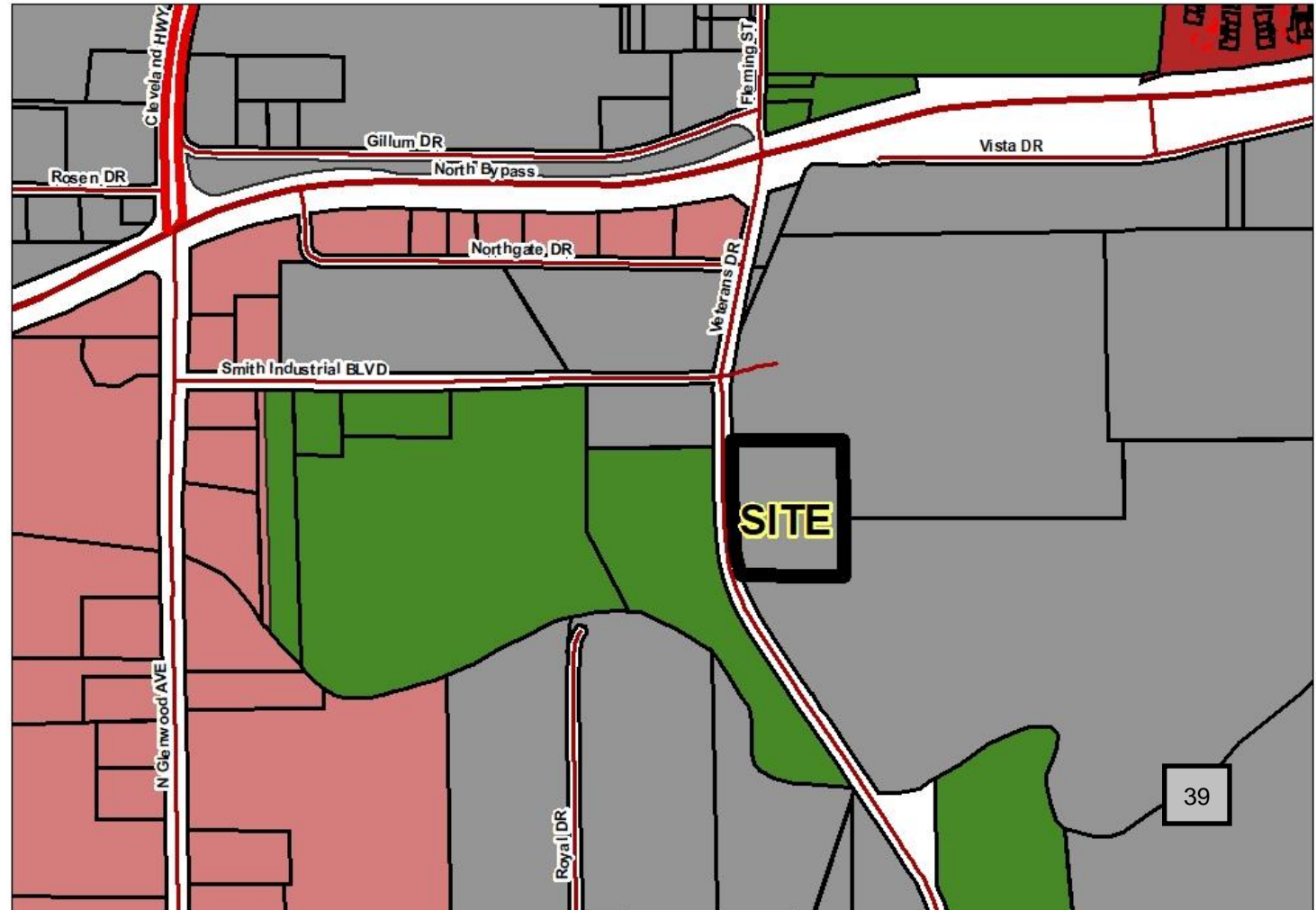
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

- Commercial
- Industrial
- Preserve
- Regional Activity Center

FEET
500





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-4-20

Agenda Item: Amendment to CDBG Consultant Agreement

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$62,487

Funding Source if Not in Budget NA

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

The current agreement with BluLynx Solutions, Inc. expired 5/1/20. This is just a 1 year extension of the existing agreement. No increase in cost.

**AMENDMENT #1
2019 CONSULTING AGREEMENT
BETWEEN THE
CITY OF DALTON and BLULYNX SOLUTIONS for CONSULTING SERVICES FOR
THE CDBG PROGRAM**

The City of Dalton agrees to incorporate the modification listed below into the Contract, and BLULYNX SOLUTIONS (hereinafter referred to as “Consultant”) agrees to perform all work necessary to satisfy the requirements of the Contract as stated below.

The Consulting Agreement is changed to read as follows:

B. Term:

The term of this Agreement will commence as of May 1, 2020, and end April 30, 2021 with one (1) one-year renewal terms.

C. Compensation:

The cost for this service shall be a total of **\$62,487.00**. Said amount will be billed in accordance with the attached Exhibit “B” (Fee Schedule) and made part hereof. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City and invoices in accordance with the standard practices of the City of Dalton. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit “B” (Fee Schedule) within thirty (30) days. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed Sixty-Two Thousand, Four Hundred and Eighty-Seven Dollars (**\$62,487.00**).

All other terms of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF DALTON

BY: _____

DAVID PENNINGTON, MAYOR

Date: _____

BLULYNX SOLUTIONS, INC.

BY: _____

KIMBERLY ROBERTS, PRINCIPAL

Date: _____

EXHIBIT B*FEE SCHEDULE*

FEE SCHEDULE	
DATE BILLED	AMOUNT
May 1, 2020	5,207.25
June 1, 2020	5,207.25
July 1, 2020	5,207.25
August 1, 2020	5,207.25
September 1, 2020	5,207.25
October 1, 2020	5,207.25
November 1, 2020	5,207.25
December 1, 2020	5,207.25
January 1, 2021	5,207.25
February 1, 2021	5,207.25
March 1, 2021	5,207.25
April 1, 2021	5,207.25
TOTAL BILLED	\$62,487.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 5/4/20
Agenda Item: Spectra Flooring Agreement
Department: Human Resources
Requested By: Greg Batts
Reviewed/Approved by City Attorney? No
Cost: \$4945.92

Funding Source if Not in Budget

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

Approval request for carpet cleaning and waxing of break room floors for City Hall - no increase in cost from 2019



A Berkshire Hathaway Company

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500	Fax (706) 278-8245	Date 04/20/20
				Job Name PCDA/City Hall Cleaning Maintenance		Job # 174361
Street P.O. Box 1205				Job Street P.O. Box 1205		Proposal ID 324396
City, State and Zip Dalton, GA 30722	Architect	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30722	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	\$2,137.24
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,073.60
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2020 - 2021) Yearly Cleaning Maintenance).	\$640.50
Last year increase.....	\$94.58
Base Bid Total:	\$4,945.92

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Tony Gladson Tony Gladson Cell: (706) 463-3958 \$4,945.92
 Email: tony.gladson@spectracf.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
 You are authorized to do the work as specified.

Customer: City of Dalton Signed: _____ Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-4-20

Agenda Item: Elevator Maintenance Agreement - Thyssenkrup for John Davis Recreation Center

Department: Recreation

Requested By: Mike Miller

Reviewed/Approved by City Attorney? Yes

Cost: \$2880 Annual

Funding Source if Not in Budget Current Budget

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

Annual inspections, maintenance and certification of the elevator at John Davis Rec Center on Civic Drive.

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Purchaser: Dalton Parks Recreation Center
PO Box 661
Dalton, GA 30722-0661

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
6138 Preservation Dr Ste 800
Chattanooga, TN 37416
Phone: 423-499-2216
Fax: 866-812-5546
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Dalton Parks Recreation Center	904 Civic Drive	TKE/Dover	Hydraulic	E82492	2



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Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from MAX Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Digital Customer Experience

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

Gold Service Agreement

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

ThyssenKrupp Communications® (Check box if included)

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

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ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : _____

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: _____ () - _____

Phone # for Local Fire Department: () - _____

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Gold Service Agreement

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

Gold Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment, advertising devices, kiosks or touchscreen displays, security systems of any kind, card readers, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps, signage, braille, and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make

Gold Service Agreement

necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Gold Service Agreement

Price.

The price for the services as stated in this agreement shall be Two Hundred Forty Dollars (\$240.00) per month, excluding taxes, payable Annually in advance.

Term

This agreement is effective for Thirty Six (36) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Thirty Six (36) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Thirty Six (36) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Thirty Six (36) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Pledge of Customer Satisfaction

ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Gold Service Agreement

Alternate Payment Plan – Less Than Annual Frequency

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<u>Billing Frequency</u>	<u>Agreement Price Increase</u>	<u>Check for Selection</u>	<u>Purchaser's Initial Acceptance</u>
Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		
Monthly	4%		

Special Considerations

In the event Dalton Parks and Recreation will demolition their building, tke agrees to cancel contract without penalty as long Dalton Parks and Recreation provide a 120 day notice.

Purchaser shall pay contractor any outstanding balance of the cost of any substantially large repair that contractor performed on Purchaser's elevator 120 days prior to termination of the Agreement.

Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Dalton Parks Recreation Center:	ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of ThyssenKrupp Elevator Representative)</p> <p>Kathryn Dennis Account Manager kathryn.dennis@thyssenkrupp.com</p> <p>_____</p> <p>(Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____</p> <p>(Print or Type Name)</p> <p>_____</p> <p>(Print or Type Title)</p> <p>_____</p> <p>(Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>Will Brackett Branch Manager</p> <p>_____</p> <p>(Date of Approval)</p>



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 05/04/20
Agenda Item: INTERDEV IT Security Assessment
Department: I.T.
Requested By: Jorge Paez
Reviewed/Approved by City Attorney? Yes/No
Cost: \$10,000.00

Funding Source if Not in Budget

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

This is a benchmark assessment for network security purposes.

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com



We have prepared a quote for you

IT Security Assessment - City of Dalton, GA

QUOTE # 003424 V1

PREPARED FOR

City of Dalton, GA

PREPARED BY

Jennifer Braithwaite

Executive Summary

The City of Dalton has expressed an interest in a baseline evaluation and assessment of the City of Dalton's current Information Security and technology infrastructure. This investment will provide significant aid in furthering the City's ultimate goal of having a technology infrastructure that is locked down from the Cyber attackers we see in the news every day.

The final deliverable of this engagement will include a baseline report of the current state of the City's environment that will highlight overall risk to the environment as well as identify and prioritize any issues that may need to be addressed.

Cost Proposal - IT Security Assessment

Description	Price	Qty	Ext. Price
Scanning Tools Software	\$2,500.00	1	\$2,500.00
Project Planning and Management	\$250.00	4	\$1,000.00
Discovery and Kick-Off Tasks: - Detailed Scoping - Authorizations, Agreements & Rules of Engagement	\$250.00	2	\$500.00
Perform Assessment Scans & Evaluations: - Network Scan - Vulnerability Scans (Internal & External) - Push/Deploy Host Scans - Configuration Assessment - Firewall Rule Review - Route/Switch Configuration Assessment	\$250.00	14	\$3,500.00
Analysis of All Collected Data: - Generate Raw Reports - Analysis of Raw Data	\$250.00	6	\$1,500.00
Report Writing	\$250.00	4	\$1,000.00
Subtotal:			\$10,000.00

IT Security Assessment - City of Dalton, GA



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
City of Dalton, GA
IT Department PO BOX 1205
Dalton, GA 30720
Jorge Paez
(706) 529-2445
JPaez@daltonga.gov

Quote Information:
Quote #: 003424
Version: 1
Delivery Date: 03/23/2020
Expiration Date: 04/20/2020

Quote Summary

Description	Amount
Cost Proposal - IT Security Assessment	\$10,000.00
Total:	\$10,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Dalton, GA

Signature: 
 Name: Jennifer Braithwaite
 Title: Business Development Manager
 Date: 03/23/2020

Signature: _____
 Name: David E. Pennington, III
 Date: _____

Prerequisites

The city will work directly with the InterDev Security team to confirm the IP ranges (internal and external) to be scanned. The scoping will require the city to provide a complete list of internal and external IP addresses as well as the creation of internal, temporary accounts to audit corporate assets or access to existing accounts in the environment. In doing so, the city, asserts ownership of said IP addresses and/or ranges. Any address space not wholly owned or managed by the city should be excluded from scanning unless written consent from the address space owner is provided.

The city will provide the InterDev team with required accounts and will either configure or allow the InterDev team to configure temporary group policy to effect the widest possible collection of data

Assumptions / Understandings

InterDev is being brought in to conduct a thorough vulnerability and security assessment of the internal network and public IP address space for a the city. InterDev will provide details of all findings as well as recommendations for addressing discovered vulnerabilities.

The city will provide Domain Administrator Credentials for internal scans and local administrator accounts for workgroup devices. These credentials will be used to generate a more complete picture of the organization's network, and bring to light any concerns in core services. InterDev recommends a temporary account with the proper permissions explicitly for this engagement so it can be easily removed at a later date. It is noted that scanning of workgroup devices may provide limited results as push deploy scans may not function as intended without explicit control over the windows firewall and WMI policies.

The city will provide InterDev Engineers an appropriately secure location for the installation of the scanning appliance.

The city will provide Interdev Engineers an appropriately configured network port for internal scanning.

The city will ensure that the scanner IP is appropriately whitelisted so that data collection is not hindered. Vulnerability & assessment scans are about data collection and are not intended to be a test of any security controls, so the device should be whitelisted.

The city will provide appropriate access to the firewall for the review of rules for later correlation and recommendations

The city will provide the InterDev security team with all known and assumed SNMP community strings and credentials

Should InterDev Engineers encounter any critical issue that needs to be immediately addressed, they will cease any further work, and notify appropriate staff for action. Any changes to the environment will be performed by appropriate city staff with approval through their normal channels.

Any and all data collected will be treated as confidential, and will only be held internally for the duration of the engagement, and access to that data will be restricted to those personnel listed on the project. A separate confidentiality agreement will be provided at the start of the engagement.

This represents the entirety of the scope of this project. Any additional work will be considered out of scope and billed at the normal hourly rate of \$250. Any work that is requested that is outside of this scope will have to be done so through a change order, be accompanied by a separate SOW and properly scheduled. If any of the assumptions or prerequisites are found not to be accurate, work can be stopped until the SOW can be amended and approved before work will continue.

Estimated travel expenditures will be included in the proposal, but actual travel costs will be invoiced as a pass-through cost

Deliverables (Write-ups, quotes, network diagram, etc.)

All raw data and reports from scans in as many formats (csv, pdf, html) as can be provided

In-Depth analysis and reporting on the raw data from InterDev Security Team with a prioritized approach for remediation.

Correlation of firewall configuration to discovered vulnerabilities

Quotes, and Statements of work for potential remediation or follow on projects if requested.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 4th 2020

Agenda Item: InterDev AD Merge

Department: I.T.

Requested By: Jorge Paez

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

Cost: \$14,125.00

**Funding Source if Not
in Budget**

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

Currently the City of Dalton and the Dalton Police Department have different Domains. With this project we are looking into merging the domain forests.

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com



We have prepared a quote for you

Project - Domain Migration

QUOTE # 003470 V1

PREPARED FOR

City of Dalton, GA

PREPARED BY

Jennifer Braithwaite

Executive Summary

The City of Dalton has requested the quotes for three (3) critical IT Projects for the purpose of addressing Security, Operational Stability, and CJIS Compliance. Those projects and their respective order are as follows:

1. **Domain Migration**
2. Office 365 Migration
3. Network/IP Address Redesign

Project Justification - Domain Migration

- The current domain setup is overly complex and requires more capital investment (Servers) management, and maintenance than necessary. InterDev is proposing the City migrate from two (2) to one (1) single domain. This will not only reduce infrastructure cost but also the amount of administrative overhead.

Project Prerequisites

- Remote VPN access
- Domain admin credentials for each existing domain
- Server/storage resources required to create new domain controllers, WDS, ADMT and test VMs

Project Assumptions/Understandings

- InterDev will perform additional server backups during the migration process as needed
- Several maintenance windows will be required to complete the domain migrations
- Any modifications to the scope of work will be agreed to by both parties

NOTE: The full Statement of Work (SOW) is attached to this proposal

Domain Migration - Project Labor

Description	Price	Qty	Ext. Price
Sr. Network Engineer	\$175.00	75	\$13,125.00
Project Management	\$125.00	8	\$1,000.00
Subtotal:			\$14,125.00

Project - Domain Migration



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
City of Dalton, GA
IT Department PO BOX 1205
Dalton, GA 30720
Jorge Paez
(706) 529-2445
JPaez@daltonga.gov

Quote Information:
Quote #: 003470
Version: 1
Delivery Date: 04/30/2020
Expiration Date: 05/31/2020

Quote Summary

Description	Amount
Domain Migration - Project Labor	\$14,125.00
Total:	\$14,125.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Dalton, GA

Signature: 
Name: Jennifer Braithwaite
Title: Business Development Manager
Date: 04/30/2020

Signature: _____
Name: Jorge Paez
Date: _____

Preliminary SOW & Project Plan

Client:	City of Dalton, GA
Project Summary:	Domain Migration
Requested Start Date:	TBD
Requested Completion Date:	TBD
Justification:	

The City of Dalton currently has two different domain's. For security, efficiency, and continuity purposes the current two domain structure will be consolidated into one domain for the entire City.

Goal: (What does success look like for this project?):

Providing the City with a single domain for centralized management and consolidation of resources

Scope and Hours Estimate	Hours	Rate/Hr.	Ext. Cost
Create new AD forest/domain for Dalton w/ primary secondary DCs	2	\$ 175	\$ 350
Configure AD Sites & Services to cover all local networks	1	175	175
Plan OU structure	2	175	350
Create OU structure	1	175	175
Setup conditional forwarders in old domains	1	175	175
Configure two-way domain trusts	2	175	350
Create cross-domain accounts, assign & test permissions	2	175	350
Configure SID history settings in source & target for migration	2	175	350
Configure source & target password export settings	2	175	350
Deploy group policy to push new/old domains in search DNS suffix list	2	175	350
Configure security permissions group policies	2	175	350
Install/Configure ADMT	2	175	350
Install SQL Server for ADMT	2	175	350
Spin-up, configure & test WDS server	8	175	1,400
Spin-up Windows 10 test VMs	1	175	175
Migrate and sync service accounts between source and target domains	2	175	350
Migrate test VMs to new domain w/ ADMT	1	175	175
Use PowerShell to create include files for ADMT computer migrations	2	175	350
Disable AV on source computers and servers	2	175	350
Migrate test group of users/computers for each domain & verify	2	175	350
Migrate users & group objects for each domain & verify	8	175	1,400
Migrate computers for each domain & perform post migration steps	16	175	2,800
Troubleshoot migration/profile issues	10	175	1,750
Project Management and Documentation	8	125	1,000
TOTAL PROJECT COST:	83		\$ 14,125

Prerequisites

- Remote VPN access
- Domain admin credentials for each existing domain
- Server/storage resources required to create new domain controllers, WDS, ADMT and test VMs

Assumptions / Understandings

- InterDev will perform additional server backups during migration process as needed
- Several maintenance windows will be required to complete the domain migrations
- Any modifications to the scope of work will be agreed to by both parties

Deliverables (Write-ups, quotes, network diagram, etc.)

- High-level deployment plan
- High-level Active Directory Visio diagram

Completed By:	
Reviewed By:	Nathan Holder
Approved By:	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: May 4th 2020
Agenda Item: InterDev Microsoft Office 365 cloud migration
Department: I.T.
Requested By: Jorge Paez
Reviewed/Approved by City Attorney? Yes/No
Cost: \$17,850.00

Funding Source if Not in Budget

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

The City's current email server is an on premise database and we are having a lot of issues with email continuity. The solution will be to migrate to Microsoft Office 365.

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com



We have prepared a quote for you

Project - Office 365 Migration

QUOTE # 003482 V1

PREPARED FOR

City of Dalton, GA

PREPARED BY

Jennifer Braithwaite

Executive Summary

The City of Dalton has requested the quotes for three (3) critical IT Projects for the purpose of addressing Security, Operational Stability, and CJIS Compliance. Those projects and their respective order are as follows:

1. Domain Migration
2. **Office 365 Migration**
3. Network/IP Address Redesign

Project Justification

- The City's Email server is obsolete and end of life. In the case of hardware/software failure, the City faces the risk of significant downtime for email and cost to resolve.

Project Prerequisites (City Provided)

- List of users to be migrated
- Access to domain registry

Project Assumptions/Understandings

- Mobile phone roll out will be managed by the client. Training and instructions will be provided, but the end user support will be handled by the client

NOTE: The full Statement of Work (SOW) is attached to this proposal

Project Labor

Description	Price	Qty	Ext. Price
Engineering Services	\$175.00	46	\$8,050.00
Project Management	\$125.00	8	\$1,000.00
Subtotal:			\$9,050.00

Software

Description	Price	Qty	Ext. Price
Email Migration Tool (Priced per Mailbox)	\$32.00	275	\$8,800.00
Subtotal:			\$8,800.00

Project - Office 365 Migration



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
City of Dalton, GA
IT Department PO BOX 1205
Dalton, GA 30720
Jorge Paez
(706) 529-2445
JPaez@daltonga.gov

Quote Information:
Quote #: 003482
Version: 1
Delivery Date: 04/30/2020
Expiration Date: 05/31/2020

Quote Summary

Description	Amount
Project Labor	\$9,050.00
Software	\$8,800.00
Total:	\$17,850.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Dalton, GA

Signature: 
Name: Jennifer Braithwaite
Title: Business Development Manager
Date: 04/30/2020

Signature: _____
Name: Jorge Paez
Date: _____

Preliminary SOW & Project Plan

Client:	City of Dalton, GA
Project Summary:	Office 365 Migration
Requested Start Date:	TBD
Requested Completion Date:	TBD

Goal: (What does success look like for this project?):

A successful hybrid migration from on-premise Exchange server to Office 365.

Scope and Hours Estimate	Hours	Rate/Hr.	Ext. Cost
Project Management (Kick off call, Internal Meetings, Status reports)	8	\$ 125	\$ 1,000
Setup Phase (Tenant Status, AD Sync, Hybrid Config, Mailbox Cleanup)	10	175	1,750
Migration Phase (Test, Pilot and Production Batches)	12	175	2,100
Post Migration (External DNS changes, Admin training)	8	175	1,400
Third Party Configuration (Barracuda Spam, Barracuda Message Archiver)	6	175	1,050
RECOMMENDED - MFA deployment - Standard MS office 365 MFA	6	175	1,050
Exchange 2016 Upgrade - Office 365 Management Server	4	175	700
TOTAL PROJECT COST:	54		\$ 9,050

Prerequisites

List of users to be migrated

Will need access to domain registry

Assumptions / Understandings

Mobile phone rollout will be managed by the client. Training and instructions will be provided, but the end user support will be handled by the client

Deliverables (Write-ups, quotes, network diagram, etc.)

Weekly reports and progress/timeline updates will be provided to the client.

Completed By:	Ashley Smith
Reviewed By:	Nathan Holder
Approved By:	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: May 4th 2020
Agenda Item: InterDev Network Redesign
Department: I.T.
Requested By: Jorge Paez
Reviewed/Approved by City Attorney? Yes/No
Cost: \$12,000.00

Funding Source if Not in Budget

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

The City of Dalton has a major need for a network redesign, a large portion of this will be on our current DNS server and our IP schema.

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com



We have prepared a quote for you

Project - Network Redesign

QUOTE # 003479 V1

PREPARED FOR

City of Dalton, GA

PREPARED BY

Jennifer Braithwaite

Executive Summary

The City of Dalton has requested the quotes for three (3) critical IT Projects for the purpose of addressing Security, Operational Stability, and CJIS Compliance. Those projects and their respective order are as follows:

1. Domain Migration
2. Office 365 Migration
3. **Network/IP Address Redesign**

Project Justification - Network/IP Address Redesign

- The City's network is not segmented per CJIS compliance and would not pass a CJIS audit if selected. Proper segmentation will bring City of Dalton into CJIS compliance and increase Security.

Project Prerequisites (City Provided)

- Diagrams and documentation showing current IP address scheme of main and remote sites and logical and physical connections
- Inventory of current network equipment at each location, including identification of equipment that is managed by a provider
- Remote access to view existing device configurations or copies of the configurations to review
- Credentials for network devices to be able to deploy Auvik and the ability to configure SNMP as needed to collect information
- A designated contact or contacts to work with for gathering necessary information throughout the project

Project Assumptions/Understandings

- All credentials, network information & diagrams collected and created during this project will be treated as confidential
- The requested information in the prerequisites will be needed to move forward with the design. InterDev can utilize Auvik to assist with gathering this information with the addition of the optional time mentioned in the Scope and Hours Estimate section

NOTE: *The full Statement of Work (SOW) is attached to this proposal*

Project Labor

Description	Price	Qty	Ext. Price
Sr. Network Engineer	\$175.00	60	\$10,500.00
Project Management	\$125.00	12	\$1,500.00
Subtotal:			\$12,000.00

Project - Network Redesign



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
City of Dalton, GA
IT Department PO BOX 1205
Dalton, GA 30720
Jorge Paez
(706) 529-2445
JPaez@daltonga.gov

Quote Information:
Quote #: 003479
Version: 1
Delivery Date: 04/30/2020
Expiration Date: 05/31/2020

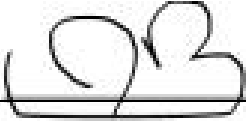
Quote Summary

Description	Amount
Project Labor	\$12,000.00
Total:	\$12,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Dalton, GA

Signature: 
 Name: Jennifer Braithwaite
 Title: Business Development Manager
 Date: 04/30/2020

Signature: _____
 Name: Jorge Paez
 Date: _____

Preliminary SOW & Project Plan

Client:	City of Dalton, GA
Project Summary:	Network design/redesign
Requested Start Date:	TBD
Requested Completion Date:	TBD

Goal: (What does success look like for this project?):

InterDev will provide client with network design documents, including network diagrams and all supporting documents, such as detailed design documentation. The new network design provided will meet the requirements determined during the project kick-off meeting with the City of Dalton IT department.

Scope and Hours Estimate	Hours	Rate/Hr.	Ext. Cost
Requirements gathering (on-site and by phone) as needed	6	\$ 175	\$ 1,050
Create network design diagrams	30	175	5,250
Create network design documentation	22	175	3,850
If required, InterDev can deploy and configure Auvik to assist with the inventory of network devices and creating diagrams of existing network	2	175	350
Project Management	12	125	1,500
TOTAL PROJECT COST:	72		12,000

Prerequisites

InterDev will require diagrams and documentation showing current IP address scheme of main and remote sites and logical and physical connections

InterDev will need inventory of current network equipment at each location, including identification of equipment that is managed by a provider

InterDev will need remote access to view existing device configurations or copies of the configurations to review

InterDev will need credentials for network devices to be able to deploy Auvik and the ability to configure SNMP as needed to collect information

InterDev will be provided with designated contact or contacts to work with for gathering necessary information throughout the project

Assumptions / Understandings

All credentials, network information & diagrams collected and created during this project will be treated as confidential

The requested information in the prerequisites will be needed to move forward with the design. InterDev can utilize Auvik to assist with gathering this information with the addition of the optional time mentioned in the Scope and Hours Estimate section

Deliverables (Write-ups, quotes, network diagram, etc.)

Network diagrams

Detailed design documentation

Completed By: Ian Hilsdon

Reviewed By: Ashley Smith

Approved By:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 4th 2020

Agenda Item: CDW-G - Microsoft Office 365 GCC E1 Licenses Enterprise Agreement

Department: I.T.

Requested By: Jorge Paez

Reviewed/Approved by City Attorney? Yes

Cost: \$22,374.00 Each year for 3 years.

Funding Source if Not in Budget

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

The City is currently running on an outdated e-mail server that keeps crashing. We need to modernize and refresh our current e-mail.



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

City of Dalton

Date 4/21/20
Account Manager Halcyon Retseck

VSL Specialist Brent Cameron
Channel Price Sheet Month March

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	D	275	\$ 81.36	\$ 22,374.00	\$ 81.36	\$ 22,374.00	\$ 81.36	\$ 22,374.00
				Total	\$ 22,374.00	Total	\$ 22,374.00	Total	\$ 22,374.00
				Three Year Total	\$ 67,122.00				

Notes

No Tax Referenced
GASOFTMSFTE: State of Georgia Software Microsoft Enterprise

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	52874661	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

DISCLAIMER

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Dalton

Contact name* First Jorge **Last** Paez

Contact email address* JPaez@daltonga.gov

Street address* 300 W Waugh St

City* Dalton

State* GA

Postal code* 30720-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (706) 278-9500

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Jorge Last Paez
Contact email address* JPaez@daltonga.gov
Street address* 300 W Waugh St
City* Dalton
State* GA
Postal code* 30720-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (706) 278-9500

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Jorge Last Paez
Contact email address* JPaez@daltonga.gov
Phone* (706) 278-9500

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.
Street address (PO boxes will not be accepted)* 20750 Civic Center Drive Suite 590
City* Southfield
State* MI
Postal code* 48076
Country* United States
Contact name* Brent Cameron
Phone* 3127050953

Contact email address* brencam@cdw.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Program Signature Form

MBA/MBSA number

8718335

0951689.003

0951689.003

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Product Selection Form	0951689.003 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Dalton Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA