

MAYOR AND COUNCIL MEETING MONDAY, MAY 06, 2019 6:00 PM DALTON CITY HALL

AGENDA

WORK SESSION - 5:15 P.M. - COUNCIL CHAMBER

- 1. Review of Agenda
- <u>2.</u> CDBG Program Items

REGULAR MEETING - 6:00 P.M. - COUNCIL CHAMBER

Call to Order

Pledge of Allegiance

Approval of Agenda

<u>Public Commentary:</u> (Please State Name and Address for the Record)

Proclamations:

- 3. 50th Anniversary of Municipal Clerks Week May 5-11, 2019
- 4. National Police Week May 12-18, 2019
- 5. National Travel and Tourism Week May 5-11, 2019

Minutes:

6. Mayor and Council Regular and Work Session Minutes of April 15, 2019

New Business:

- 7. <u>Dalton-Whitfield Planning Commission Recommendation:</u>
 The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008).
- 8. Renewal of Spectra Agreement
- 9. Budget Amendment FY 2018 Final
- 10. Budget Amendment #2 FY 2019
- <u>11.</u> Purchasing Policy Change

MAYOR AND COUNCIL MEETING AGENDA MAY 06, 2019

- 12. Travel Policy Change
- <u>13.</u> Contract for CDBG Administrative Services
- 14. Insurance Renewals with McGriff Insurance Services
- <u>15.</u> Airport Hangar Lease Agreements
- <u>16.</u> Pyrotechnico Contract for July 4th Fireworks Display
- 17. Appointments:
 Appointment of Judy Jolly to the Dalton-Whitfield Library Board for a 3-year term
 Appointment of Scott Tibbs to the Dalton Housing Authority for a 1-year term

Supplemental Business:

Adjournment



CITY COUNCIL AGENDA REQUEST

Work Session Only

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/6/19

Agenda Item: CDBG Program Items

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved

by City Attorney?

NA

Cost: \$410,181 New Funding

Funding Source if Not

in Budget

New Funding BA will be obtained

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

Draft 5 Year ConPlan & Annual Action Plan, Draft Analysis of Impediments to Fair

Housing, recommended funding for 7/1/19 - 6/30/20.

Public Comment Period Ends 5/31/19 for drafts

Council Approval Required 6/3/19 meeting

Submission to HUD 6/5/19

FY 2019 - 2020 CDBG Applications - Summary City of Dalton Program Office

Applicant	Project Type	Project Description	Number LMI Served	Total Amount of Request	% Program Funding	Recommended Funding	
Northwest Georgia Family Crisis	Public Service- LMC	Partially fund a Community Latino Specialist for domestic violence	1,600	\$15,000	38%	\$15,000	
Friendship House	Public Service- LMC	Fund 4 tuitions for 2 year old class room	4 children	\$24,000	29%	\$22,527	
Latin America Association	Public Service- LMC	Serve primarily Latino residents at risk of being homeless	35 households	\$25,000	27%	\$24,000	
Habitat For Humanity	Public Service	Homeownership Outreach Program	Unknown	\$10,000	100%	\$0	Ineligible costs- equipment costs \$2,000, food \$1,000. Also, not specifically for LMI clients
Dalton Housing Authority	Public Facility- LMH	Replace HVAC's phase 3 - finish Red Clay	32 units	\$160,000	50%	\$146,618	
City of Dalton	Public Facility- LMH	Housing rehab program	8 households	\$120,000	100%	\$120,000	
City of Dalton	Administration	Program Administration		\$82,036	100%	\$82,036	
TOTAL				\$436,036		\$410,181	

<u>Awarded</u>	Requested
\$ 82,036	\$82,036
61,527	\$74,000
266,618	\$280,000
\$ 410,181	\$436,036
	\$ 82,036 61,527 266,618

2019 Funding Available	\$ 410,181	
Public Service (max)	\$ 61,527	Max 15%
Administration (max)	\$ 82,036	Max 20%
Public Facility	\$ 266,618	

FY 2019-2023 CONSOLIDATED PLAN & 2019 ACTION PLAN AND

2019

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE UPDATE

CONSOLIDATED PLAN & 2019 ACTION PLAN



- Identifies community development and housing needs
- Serves as funding application for the Community Development Block Grants (CDBG) in Dalton
- Develops a strategy to target federal resources in areas with greatest concentrations of poverty and blight

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

- Examines of a variety of sources related to housing
- Ensures Dalton is affirmatively furthering fair housing
- Assess the fair housing delivery system and housing transactions, particularly for persons who are protected under fair housing law

UPDATES

The City of Dalton held a Needs Assessment meeting and received 31 surveys responses. The needs assessment and surveys revealed the following needs:

Public Services Needs

Need more services for mentally ill and disabled persons

Need more services for disabled persons and mentally ill persons

Homelessness is a growing need for the City

Affordable Housing Needs

Lack of subsidized housing for low income and homeless persons, such as Tenant Based Rental Assistance programs

Lack of transitional housing programs Need more first-time homebuyer programs

Rental market rates are high

Other Issues

Need more transportation alternatives for low income households

PUBLIC COMMENT

Your Input is Needed!

The City will solicit comments on its 2019 – 2023 Consolidated Plan and 2019 Annual Action Plan at a public hearing held at 3:00 PM on Wednesday, May 1, 2019 at Dalton City Hall, 300 W. Waugh St., Dalton, GA 30720, and 2nd Floor Conference Room.

The City's 30-day public comment period will begin on Wednesday, May 1, 2019 and end on May 31, 2019.

FY 2019-2023 CONSOLIDATED PLAN & **2019 ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE UPDATE**

2019

2019 CDBG ALLOCATIONS					
ORGANIZATION	RECOMMENDED FUNDING				
Northwest Georgia Family Crisis	Operating costs for Community Latino Specialist for Domestic Violence	\$15,000			
Friendship House	Operating costs for student tuition	\$22,527			
Latin America Association	Operating costs for homeless/at-risk homeless Latino households	\$24,000			
Dalton Housing Authority	Public Facility Renovations to replace HVAC - Red Clay	\$146,618			
City of Dalton	Housing Rehabilitation Program	\$120,000			
City of Dalton	\$82,036				
TOTAL	\$410,181				

Current 2019 Impediments and Recommendations

Impediment 1: Lack of affordable housing for Dalton residents.

Action: Increase the production and preservation of affordable housing units.

Recommendation:

Increase the supply of affordable housing for renters and homeowners by supporting the development of inclusive housing projects by leveraging federal, state, and local public funding with private sector funding.

Impediment 2: Inadequate fair housing education and awareness in community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Action: Continue fair housing education and outreach and expand opportunities for fair housing training for underrepresented populations

Recommendation:

The City of Dalton should expand its fair housing education and outreach efforts to groups that are underrepresented in its pool of clients to help continue to keep the public informed of their rights and specifically targeting more efforts in minority areas.

DALTON, GEORGIA



CONSOLIDATED PLAN 2019-2023

PREPARED FOR SUBMISSION TO THE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency	
CDBG Administrator	Cindy Jackson	City of Dalton Finance Department	

Table 1 – Responsible Agencies

Narrative

The City of Dalton is the lead agency for the development, administration, and review of the Five-Year Consolidated Plan and Annual Action Plan. Administrative support and oversight are provided by the City's Finance Department. The Consolidated Plan and Annual Action Plan provide a comprehensive strategy to address the City's housing and community development needs with CDBG funds. All CDBG-funded projects are reviewed and monitored by the City's Finance Department for compliance with applicable federal rules and regulations.

Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the Consolidated Plan and Annual Action Plan may be directed to:

Ms. Cindy Jackson, Chief Financial Officer City of Dalton 300 West Waugh Street Dalton, GA 30720

Phone: (706) 529-2460

Email: cjackson@cityofdalton-ga.gov

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Dalton's Five-Year Consolidated Plan (Con Plan) is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. This Con Plan consolidates into a single document the planning and application requirements for the Community Development Block Grant (CDBG) program and the HOME Investment Partnerships (HOME) program.

Con Plans must be prepared and submitted to HUD every three to five years. The City uses a five-year Con Plan cycle and has a program year beginning July 1. This plan covers fiscal years 2019 – 2023.

The purpose of the City of Dalton's Con Plan is to:

- Assess the City's affordable housing and community development needs
- Analyze the City's housing markets
- Articulate the City's priorities, goals, and strategies to address identified needs, and
- Describe the actions the City will take to implement strategies for affordable housing and community development.

The City's Con Plan for FY2019 – FY2023 provides data on trends and conditions related to Dalton's current and future affordable housing and community development needs. The analysis of this data has been used to establish priorities, strategies, and actions that the City will undertake to address these needs over the next five years. Annually, the City will develop its Action Plan in which it will describe the planned investment of federal resources to implement specific activities.

The City of Dalton receives an annual formula-based allocation from HUD. In Program Year (PY) 2019, the City of Dalton will receive \$399,838.00 in CDBG funding. The federal funding listed above is funding which is received annually to support activities outlined in this Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

During the development of the Consolidated Plan, a number of priority needs were identified. Guidelines for addressing these priority needs over the 2019-2023-time frame are summarized below:

Affordable Housing

Housing Rehabilitation

• Public Facility and Infrastructure Improvements

- o Rehabilitation, acquisition, accessibility improvements of neighborhood facilities
- Park Improvements
- Sidewalk and Infrastructure Improvements
- Support services for populations with special needs (e.g. elderly, persons with disabilities)

Public Services

- Health and dental services
- Services for the homeless and at-risk populations
- Youth and childcare programs
- Transportation for seniors and youth

3. Evaluation of past performance

The summary of past performance reported below was taken from the City's most recently completed Consolidated Annual Plan Evaluation Report completed for fiscal year 2017 and submitted to HUD.

CDBG funds were used to address a wide range of community development needs. CDBG funds were allocated for parks, sidewalks, and sidewalk improvements, code enforcement, and programs for homeless persons and abused and neglected spouses. The following provides a highlight of some of the projects that were completed in 2017.

A total of **\$33,239.98** in CDBG funds was expended for public services activities for low income households served by Family Promise, Inc. and Northwest Georgia Family Crisis Center, Inc.

A total of **\$46,935.00** of CDBG funds was expended by the City of Dalton for administration and planning activiities.

The City of Dalton utilized **\$52,575.08** of CDBG funds for the installation of 1,060 feet of new sidewalks at Richardson Street and Trammell Street. The sidewalks were constructed of poured in place concrete with a brushed finish in compliance with ADA and Federal design standards.

The City of Dalton also utilized \$15,787.79 of CDBG funds for code enforcement activities in lowand moderate-income areas. A total of 381 corrective citations with were issued and addressed by homeowners.

4. Summary of citizen participation process and consultation process

The following measures were taken to encourage citizen participation:

- Posted copies of the draft plans in Dalton City Hall. The location of the copies was noted in the final hearing legal advertisement.
- Posted draft plans electronically on the City's website.
- Provided opportunity to comment on the plans at three formal meeting settings.
- Published all meetings in the local newspaper legal advertisement section.
- Solicited comments from interested social service agencies.
- Advertised final public hearing schedule in the local newspaper. The final public hearing will be held on a date to be announced.
- Web-based surveys for the public from March 6, 2019 to March 21, 2019 which generated 23 responses in total. Questions focused on housing and community development needs.
- A draft of the Consolidated Plan for FY2019-2023 and the Annual Plan for FY2019 was placed on public display for 30 days beginning on a date to be determined.
- The City held a public hearing on a date to be determined at a time to be determined to obtain final comments on the proposed Consolidated Plan for FY 2019-2023, the proposed use of funds for FY 2019.

5. Summary of public comments

Major needs highlighted during the Public Needs Hearing, Neighborhood Meetings, and stakeholder interviews are as follows:

Public Services Needs

Need more services for mentally ill and disabled persons

Need more services for disabled persons and mentally ill persons

Homelessness is a growing need for the City

More assistance for Veterans

More prevention assistance for low-income and homeless persons

Affordable Housing Needs

Lack of subsidized housing for low income and homeless persons, such as Tenant Based

Rental Assistance programs

Lack of transitional housing programs

Need more first-time homebuyer programs

Need more long-term housing for homeless persons

Need more long-term options for sustaining affordable housing

Rental market rates are high

Other Issues

Need more transportation alternatives for low income households

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views regarding the specific language or scope of the proposed goals and strategies were accepted. Public comments were primarily directed at the project specific Action Plan level.

7. Summary

In summary, the Consolidated Plan and Annual Action Plan have been developed with community input and reflect the needs of the City.

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included public meetings, neighborhood meetings, published meeting notices, and a web survey conducted in both English and Spanish.

Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Dalton conducted consultation with citizens, municipal officials, non-profit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Dalton welcomed and encouraged the participation of all citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low-and moderate-income households residing in areas targeted for program activities for minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing are encouraged to participate. A special effort is made to assure that low-and moderate-income persons, households in areas assisted by program activities and persons special needs have opportunities to participate. The City will provide translators for non-English speaking persons who request assistance at least 7 days prior to hearings or other meetings in the planning process.

The City held one public meeting through its public participation process prior to the development of the plan and one public meeting to review the draft priorities. These meetings are summarized in the Citizen Participation Section of this plan. Drafts of the plans have been posted on the City webpage and at City Hall. Notices of public meetings and hearings were also published in the local newspaper.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Dalton is part of the Balance of State Continuum of Care administered by the Georgia Department of Community Affairs. The City of Dalton collaborates locally with the Dalton Whitfield Community Development Corporation (DWCDC) to stay abreast of needs of homeless persons and persons at risk of homelessness in Dalton. Through the DWCDC, the City shares data regarding homeless needs in the City along with working through regulatory compliance issues

as they arise. The DWCDC is also the lead agency on the Point in Time Count which is a survey taken every January of all the homeless served in Dalton and Whitfield County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City coordinates with the Dalton Whitfield Community Development Corporation who is a participant in the GA-501 Georgia Balance of State Continuum of Care. The CoC is directly responsible for measuring performance both community-wide and program specific as it relates to reducing homelessness; developing and managing a centralized or coordinated assessment that addresses the housing and services needs for all individuals and families who experience homelessness; preparing and overseeing the application for community funding; and establishing funding priorities.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations and other government agencies took the online survey in March 2019. Stakeholder Meetings were also held and included representatives from the following organizations:

Agency/Group/ Organization	Agency/Group/ Organization Type	Section of Plan Addressed by Consultation	How Consulted
City of Dalton	Local Government	Strategic Priorities	Needs Assessment
Community Housing Resources Corporation	Local Non-profit	Strategic Priorities	Needs Assessment
Dalton Housing Authority Low Income Housing Provider		Strategic Priorities	Needs Assessment
Dalton NAACP Civic Organization		Strategic Priorities	Needs Assessment
Dalton Utilities	Public Utility	Strategic Priorities	Broadband Requirements
Dalton-Whitfield County Community Development Corporation Housing Provider		Strategic Priorities	Needs Assessment
Georgia Legal Aid Services	gal Aid Services Legal Services		Needs Assessment
Spectrum	Broadband Provider	Strategic Priorities	Broadband Requirements

Vioctot	Broadband	Strategic Priorities	Broadband
Viastat	Provider		Requirements
Windstream	Broadband	Strategic Priorities	Broadband
windstream	Provider		Requirements
Whitfield County Hazard	Local Government	Strategic Priorities	
Mitigation Planning			Hazard Mitigation
Committee (HMPC)			

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not exclude any agency type or agency during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Georgia Balance of State	Coordinating homelessness services with Continuum of Care priorities
Redevelopment Plan	City of Dalton	Coordinating community development plans with larger plans to redevelop commercial areas
Whitfield County Comprehensive Plan	Whitfield County	Coordinating future land use planning, zoning development ordinance, transportation planning, and infrastructure planning
Whitfield County Hazard Mitigation Plan	Whitfield County Hazard Mitigation Planning Committee (HMPC)	Coordinating hazard mitigation planning with placement of CDBG investment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Dalton will continue to partner with local government agencies and groups to ensure full and complete implementation of the Consolidated Plan. These will specifically include collaborating with Whitfield County Planning Department as they begin the process of implementing the Comprehensive Plan developed for 2018-2022. This update will allow the City

of Dalton's CDBG program the ability to provide input on future land use and development initiatives.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The following measures were taken to encourage citizen participation:

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- Posted draft plans electronically on the City's website.
- Provided opportunity to comment on the plans at three formal meeting settings.
- Published all meetings in the local newspaper legal advertisement section.
- Solicited comments from interested social service agencies.
- Advertised final public hearing schedule in the local newspaper. The final public hearing will be held on a date to be determined.
- Web-based surveys for the general-public from March 6, 2019 to March 21, 2019 which generated 23 responses in total. Questions focused on housing and community development needs.
- A draft of the Consolidated Plan for FY2019-2023 and the Annual Plan for FY2019 was placed on public display for 30 days beginning on a date to be determined.
- The City held a public hearing on a date to be determined at a time to be determined to obtain final comments on the proposed Consolidated Plan for FY 2019-2023, the proposed use of funds for FY 2019.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response / attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non- targeted/ broad community	There were 2 public meeting held with a total of 6 attendees	Affordable housing, infrastructure improvements, economic development, lack of public transportation, commercial revitalization, housing rehabilitation for disabled adults, and employment were the top needs identified. Some other concerns expressed were lack of coordination of services from non-profits, and better schools	All comments were accepted	n/a
2	Newspap er Ad	Non- targeted/ broad community	The public was notified of the public meetings via a newspaper ad in the Daily Citizen News	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	n/a
3	Survey	Non- targeted/ broad community	The survey received 23 responses.	The survey was used to capture comments. The survey analysis is attached.	All comments were accepted	www.surveymonkey. com/r/dalton EnEspanol: https://es.surveymon key.com/r/daltonesp anol

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Based on HUD-provided figures, the following data indicates the number and percentage of renters and homeowners who may be subject to housing problems based on income level. The economic recession over the last ten years has contributed to the increased the number of households experiencing housing problems and cost burdens.

HUD receives a "special tabulation" of data from the U.S. Census Bureau's American Community Survey (ACS) that is not available through standard Census products. This data, known as the Comprehensive Housing Affordability Strategy (CHAS) data, is used by local governments for housing planning and as part of the Consolidated Planning process. It shows the number of households that fit certain combinations of HUD-specified criteria such as housing needs, HUD-defined income limits (primarily 30, 50, and 80 percent of area median income), and household types of interest to planners and policy-makers.

Assessing the specific housing needs of Dalton is critical to creating a realistic and responsive affordable housing strategy. As such, an assessment of the affordable rental and single-family homes was conducted based on available demographic, economic, and housing data for the City. The assessment utilized HUD's new eCon Planning Suite within the Integrated Disbursement and Information System (IDIS). The eCon Planning Suite pre-populates the most up-to-date housing and economic data available to assist jurisdictions in identifying funding priorities in the Consolidated Plan and Annual Action Plan. Highlights of the assessment are provided in the sections below.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2000	Most Recent Year: 2013	% Change
Population	33,128	33,495	1%
Households	11,467	11,405	-1%
Median	\$39,635.00	\$35,074.00	-12%
Income			

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	990	2,065	2,250	1,285	4,815
Small Family Households *	335	485	985	360	2,220
Large Family Households *	80	400	285	280	620
Household contains at least one person 62-74 years of age	145	365	330	170	860
Household contains at least one-person age 75 or older	105	455	240	85	41
Households with one or more children 6 years old or younger *	255	515	655	455	539

Table 6 - Total Households Table
Data Source: 2009-2013 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

			Renter			Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
		N	UMBER O	F HOUSEH	IOLDS					
Substandard Housing – Lacking complete plumbing or kitchen facilities	0	30	50	60	140	0	0	0	0	0
Severely Overcrowded – With >1.51 people per room (and complete kitchen and plumbing)	35	0	10	10	55	0	4	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	35	245	170	55	505	15	85	35	70	205
Housing cost burden greater than 50% of income (and none of the above problems)	545	450	55	0	1,050	65	160	90	40	355
Housing cost burden greater than 30% of income (and none of the above problems)	50	580	610	145	1,385	10	155	245	105	515
Zero/negative Income (and none of the above problems)	120	0	0	0	120	15	0	0	0	15

Table 7 – Housing Problems Table

Data 2009-2013 CHAS

Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter						Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	610	725	285	125	1,745	80	250	125	110	565
Having none of four housing problems	135	790	1,190	615	2,730	25	305	650	435	1,415
Household has negative income, but none of the other housing problems	120	0	0	0	120	15	0	0	0	15

Table 8 – Housing Problems 2

Data 2009-2013 CHAS

Source:

3. Cost Burden > 30%

	Renter					Owner			
	0-30%	>30-50%	>50-80%	Total	0-30%	>30-50%	>50-80%	Total	
	AMI	AMI	AMI		AMI	AMI	AMI		
NUMBER OF HOUSEHOLDS									
Small Related	245	375	320	940	10	25	225	260	
Large Related	55	230	25	310	10	100	25	135	
Elderly	130	329	110	569	10	229	85	324	
Other	195	320	235	750	50	30	25	105	
Total need by income	625	1,254	690	2,569	80	384	360	824	

Table 9 – Cost Burden > 30%

Data 2009-2013 CHAS

Source:

4. Cost Burden > 50%

	Renter					Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	
NUMBER OF HOUSEHOLDS									
Small Related	225	85	15	325	10	0	45	55	
Large Related	40	80	0	120	0	100	0	100	
Elderly	115	225	40	380	10	115	45	170	
Other	180	130	0	310	50	15	0	65	
Total need by income	560	520	55	1,135	70	230	90	390	

Table 10 - Cost Burden > 50%

Data 2009-2013 CHAS

Source:

5. Crowding (More than one person per room)

	Renter						Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	55	220	130	55	460	10	85	35	45	175
Multiple, unrelated family										
households	15	25	35	10	85	4	4	0	25	33
Other, non-family households	0	0	15	0	15	0	0	0	0	0
Total need by income	70	245	180	65	560	14	89	35	70	208

Table 11 – Crowding Information – 1/2

Data 2009-2013 CHAS

Source:

	Renter				Owner			
	0-30%	>30-	>50-	Total	0-30%	>30-	>50-	Total
	AMI	50%	80%		AMI	50%	80%	
		AMI	AMI			AMI	AMI	
Households with								
Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

The 2009-2013 CHAS data tables, detailed above, identify 4,245 households in Dalton that face at least one housing problem, with the most common housing problem identified as cost burden. Cost Burden is a housing condition in which housing costs, including utilities, total more than 30% of monthly income. Nearly 33 percent of residents who were cost burdened were paying more than 30% of their income on housing costs with a 25 percent of residents paying more than 50% of their total income on housing costs.

According to the 2013-2017 American Community Survey (ACS) data, 29.2 percent of all households in Dalton were single person households. Single person households make up 24.1 percent of all owner-occupied households and 32.7 percent of all renter-occupied households.

The City does not have extrapolated data on the number of single individuals who were unsheltered in emergency shelters or transitional housing programs for homeless people. In order to meet the needs of single homeless individuals, the level of services available within shelters for single individuals must be available. Shelter capacity could be reconfigured to more intensive case management services that support individual development.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the 2017 ACS estimates, 8.7 percent of the total population were of a disabled status. The city does not have data available on victims of domestic violence, dating violence, sexual assault and stalking who may also need housing assistance.

What are the most common housing problems?

- 1. Housing lacking complete kitchen facilities
- 2. Housing lacking complete plumbing facilities
- 3. Household is overcrowded (with more than 1 person per room)
- 4. Household is cost burdened (paying more than 30% of income towards housing costs, including utilities)

In addition, HUD defines severe housing problems as:

- Severely overcrowded, with more than 1.5 persons per room
- Severely cost burdened families (paying more than 50% of income towards housing costs, including utilities)

The most common housing problem within the City is cost burden, with 29.6 percent of all households (22.5 percent of renters and 7.2 percent of owners) paying more than 30% of their

income towards housing costs. In summary, 3,393 households – including nearly 30 percent of all renters – are cost burdened and 390 are severely cost burdened. This housing problem is experienced by all income levels and is more common among renters.

When considering the total number of low- and moderate-income households who pay more than 30% of their total monthly income towards housing. The housing trend reflects renters and extremely low-income households are much more likely to have housing problems than homeowners and higher income households.

Are any populations/household types more affected than others by these problems?

CHAS data on severe housing problems indicated 3,255 renter households and 1,094 owner households had one or more housing problems. This trend holds true with overcrowding, as 560 renter households were overcrowded households. The elderly, particularly homeowners, were also affected by cost burdens, comprising nearly 20 percent of households with incomes below 30 percent AMI.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Individuals with an imminent risk of residing in shelters or becoming unsheltered typically have a combination of financial factors present in their lives: lack of living wage job, rent consuming more than 30% of their income, and high child care, medical, or transportation costs. In addition to these factors, individuals at risk of homelessness will often have additional issues present to include family conflicts, domestic violence, doubling up with family members, recent crisis, housing with code or safety violations, family members with disabilities, criminal histories, history of mental health or chemical dependency, difficulty navigating systems to access public benefits or community based services, and prior experience with homelessness. The city will continue to coordinate services through the CoC to address the need of residents who are currently housed but are at imminent risk of becoming unsheltered.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City adheres to the HUD definition of "At-Risk". An individual or family who:

(i) Has an annual income below 30% of median family income for the area; AND

- (ii) Does not have enough resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; <u>AND</u>
- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; <u>OR</u>
 - (B) Is living in the home of another because of economic hardship; OR
 - (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; <u>OR</u>
 - (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; <u>OR</u>
 - (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
 - (F) Is exiting a publicly funded institution or system of care; OR
 - (G)Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Severe cost burden is the greatest predictor of homelessness risk, with populations paying more than 50% of their income towards housing costs or having incomes at or below 50% AMI.

Discussion

Low rates of housing affordability and low vacancy levels hamper access to stable affordable housing. Like other segments of the community, the City's homeless population anticipates higher rates of the homeless elderly and that more seniors will be living alone over the next decade. Housing stock will need to accommodate these population changes and offer access to smaller units that are affordable on a fixed income, are physically accessible, and are located near community-based support services.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater number of housing problems by a racial or ethnic group as when a group experiences housing problem at a rate more than 10% greater than the income group as a whole. The data summarizes the percentage of each minority group experiencing any of the four housing problems: cost burden (paying more than 30% of income for housing); overcrowding (more than one person per room); and lacking complete kitchen facilities or complete plumbing facilities (substandard housing). Income classifications are defined as: extremely low-income (under 30% of HAMFI); low-income (between 30 and 50%); moderate-income (between 50 and 80%); and middle-income (between 80 and 100%).

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	750	100	135
White	445	50	90
Black / African American	65	0	0
Asian	20	0	0
American Indian, Alaska Native	20	15	0
Pacific Islander	0	0	0
Hispanic	154	30	44

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2009-2013 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

^{*}The four housing problems are:

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,710	360	0
White	770	155	0
Black / African American	295	75	0
Asian	15	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	625	130	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2009-2013 CHAS

Source:

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,270	980	0
White	575	470	0
Black / African American	160	85	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	535	420	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

^{*}The four housing problems are:

^{1.} Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Data 2009-2013 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	485	800	0
White	220	455	0
Black / African American	25	65	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	245	275	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2009-2013 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The disparate impact analysis for housing problems determined that African American populations represented at least 50% of the jurisdiction as a whole. Households at every income level had a high frequency of housing problems across all racial and ethnic groups. Low-income Whites and African Americans in every income category experienced disproportionately greater need in terms of housing problems.

The housing assessment determined that cost burdens at 30% and 50% (of housing costs) were the overwhelming problem among the four housing problems. At 0-30% AMI, 50% cost burdens were the most significant problem but among renters. Cost burdens are the most pressing housing problems especially at the lower income levels for renters and owners.

^{*}The four housing problems are:

^{*}The four housing problems are:

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Severe housing problems for occupied units indicate the physical condition or lack of necessary living standards per household. CHAS data summarizes the percentage of each minority group experiencing any of four severe housing problems: cost burden (paying more than 50% of income for housing); overcrowding (more than 1.5 persons per room); and lacking complete kitchen facilities or complete plumbing facilities (substandard housing).

There was only one instance of disproportionately greater need with severe housing problems: 69% of low-income Whites experienced one or more housing problems. Considering the overall population within these two minority group, the age of the data, and the limited sample size, the results of this analysis should be used with caution.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	690	160	135
White	430	65	90
Black / African American	65	0	0
Asian	10	10	0
American Indian, Alaska Native	20	15	0
Pacific Islander	0	0	0
Hispanic	114	65	44

Table 17 - Severe Housing Problems 0 - 30% AMI

Data 2009-2013 CHAS

Source:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

^{*}The four severe housing problems are:

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	975	1,095	0
White	450	475	0
Black / African American	125	245	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	395	360	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2009-2013 CHAS

Source:

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	410	1,840	0
White	205	830	0
Black / African American	25	220	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	175	775	0

Table 19 – Severe Housing Problems 50 - 80% AMI

^{*}The four severe housing problems are:

^{1.} Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Data 2009-2013 CHAS

Source:

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	235	1,050	0
White	105	570	0
Black / African American	10	80	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	120	395	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2009-2013 CHAS

Source:

Discussion

^{*}The four severe housing problems are:

^{1.} Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

^{*}The four severe housing problems are:

^{1.} Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Per HUD definitions, a "disproportionate need" exists when any group has a housing need that is 10% or higher than the jurisdiction as a whole. A household is considered cost burdened when they are paying more than 30% of their income towards housing costs, including utilities. This section analyzes the extent of cost burden and identifies populations that are disproportionately affected.

While White renters and homeowners report the greatest number of housing problems, by virtue of their larger numbers in the total population. American Indian/Alaska Natives renters and homeowners are disproportionately represented among those with problems, including those with serious housing problems.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a				
whole	7,240	2,390	1,645	140
White	4,165	1,100	950	90
Black / African				
American	470	370	160	0
Asian	100	40	10	0
American Indian,				
Alaska Native	15	0	20	0
Pacific Islander	0	0	0	0
Hispanic	2,475	885	455	44

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2009-2013 CHAS

Source:

Discussion:

According to the 2018 National Low-Income Coalition, people earning the state minimum wage which is higher than the federal minimum wage have to work 83 hours per week to afford the median rent in their community of residence. Housing cost as a high percentage of income is prevalent throughout the City of Dalton. People Cost burden, housing affordability, and the need

for higher household income levels affect many. This need is greatest among White, African American and Hispanic households.

The number of housing problems among renter households is almost evenly split between those with a moderate cost burden and those with a severe cost burden. Though White and African American households report the greatest number of problems. The percentage of African-American households reporting severe cost burden is well in excess of that group's percentage of the population, and the percentage of households identifying as Hispanic is slightly above its percentage.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The disproportionately greater need analysis is not necessarily reflective of the number of households in need. Rather, the analysis determined whether any one racial or ethnic group has a need which is disproportionately greater than all the households in that income group. A disproportionately greater need exists when the percentage of households in a category of need who are members of any one racial or ethnic group is at least 10% higher than the percentage of households in the category.

If they have needs not identified above, what are those needs?

Households that experience a disproportionately greater need may be faced with other needs such as affordable rentals that are safe and in areas of opportunity (e.g. in proximity to public transit), additional supportive services, and housing for the mentally ill.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

To determine the location of minority concentrations with disproportionately greater needs, low and moderate-income areas (block groups where more than 51% of the households are low and moderate-income) were compared with areas of minority concentration. Areas of minority concentration are block groups where populations of minority racial or ethnic groups are at least 10% greater than for the city as a whole. LMI areas with minority concentrations indicate where these disproportionately greater needs are located.

NA-35 Public Housing – 91.205(b)

Introduction

The City does not own or manage any public housing. The Dalton Housing Authority is a separate legal entity that oversees public housing within the City's jurisdiction.

Totals in Use

Program Type									
	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Specia	l Purpose Vou	icher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in									
use	0	0	0	0	0	0	0	0	0

Table 22 - Public Housing by Program Type

Data PIC (PIH Information Center)

Source:

^{*}includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Characteristics of Residents

Program Type									
	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Special Purp	ose Voucher	
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	0	0	0	0	0	0	
Average length of stay	0	0	0	0	0	0	0	0	
Average household size	0	0	0	0	0	0	0	0	
# Homeless at admission	0	0	0	0	0	0	0	0	
# of Elderly Program Participants (>62)	0	0	0	0	0	0	0	0	
# of Disabled Families	0	0	0	0	0	0	0	0	
# of Families requesting accessibility features	0	0	0	0	0	0	0	0	
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0	
# of DV victims	0	0	0	0	0	0	0	0	

Table 23 – Characteristics of Public Housing Residents by Program Type

Data PIC (PIH Information Center)

Source:

Race of Residents

Program Type									
Race	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Specia	l Purpose Vou	cher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	0	0	0	0	0	0
Black/African American	0	0	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian, Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly	Disabled, Ma	instream (One-Year, I	Mainstream	Five-year, a	and Nursing	Home Transit	tion	

Table 24 – Race of Public Housing Residents by Program Type

Data PIC (PIH Information Center)

Source:

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project - Tenant - Special Purpose Voucher				ıcher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	0	0	0	0	0	0
Not Hispanic	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – PIC (PIH Information Center)

Ethnicity of

Public

Housing

Residents by

Program

Type**Data**

Source:

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Most of the units ran by the Dalton Housing Authority are in desperate need of renovation. Many of the duplexes were built in the late 1960s and have not had any major upgrades since they were built. The some of the units do not have central heat and air conditioning. In the last year, the Housing Authority has begun to conduct renovations to 50 of the units which included replacing doors, roof, windows, central heat and air, kitchen, bathroom

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Public housing residents have extremely low incomes. As a result, public housing residents need help increasing their incomes through job training, financial literacy, credit score improvement, and financial help to afford the region's housing costs and move toward self-sufficiency. According to the needs assessment workshop, these residents also expressed a need for more affordable childcare and more affordable housing options.

How do these needs compare to the housing needs of the population at large

The inflated cost of housing poses a challenge for many of the City's residents, but the needs are more acute among public housing residents. Compared to the general population, public housing residents have an increased need. While they only pay 30 percent of their income on housing costs, their incomes are too low to sustain themselves should the aid cease.

NA-40 Homeless Needs Assessment – 91.205(c)Introduction:

The City of Dalton used all HMIS data for persons who were enrolled in a homeless program in the city at any point in the 2017-2018 program year. The calculations listed in the tables below are lower than actual numbers of homeless persons because HMIS coverage is incomplete across the city. Not all homeless service agencies utilize HMIS. Agencies not receiving federal funds are not required to do so. In January 2017, Georgia's Department of Community Affairs conducted a Homeless Count using the following categories to define homelessness:

- Literally Homeless:
 - Sheltered Homeless: lives in emergency shelter, transitional housing for the homeless or a hotel or motel with the stay being paid for by an organization.
 - Unsheltered Homeless: lives in a car, park, abandoned building, encampment, dilapidated building, on the sidewalk, or similar location.
- Imminently Homeless: is facing loss of housing within two weeks, has no subsequent residence identified, and lacks the resources or support networks needed to obtain other permanent housing.
- Other Homeless: in jail, a hospital, or a detox program, but would otherwise have been

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) Introduction:

Non-homeless special needs characteristics describe the various subpopulations of the City who are not homeless but may require supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with HIV/AIDS, persons with alcohol or drug addiction, victims of domestic violence, persons with a criminal record, those who have limited English proficiency, and those who are transportation disadvantaged. Persons belonging to this population may have additional needs before, during, and after an incident in functional areas including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. The section below will describe why identifying the characteristics and needs of these sub-populations is essential to the planning process for these federal dollars.

Elderly and Frail Elderly

Elderly and frail elderly are often unable to maintain existing homes or to afford rent. They are often over-housed in homes that have more square footage than the elderly homeowner or renter can maintain on limited budgets. Housing cost burden-related issues are often compounded by the requirement of additional services it takes for elderly and frail elderly to age in place. These services may include costly medical and other daily living assistance services. The Department of Aging and Adult Services provides seniors with several programs to prevent the institutionalization of seniors including visiting nurses, home delivered meals, and emergency response programs.

Persons with Developmental Disabilities

Persons with developmental disabilities are individuals with mental or physical disabilities or a combination of mental and physical conditions resulting in significant impairments to daily functioning, including mental retardation, autism, traumatic brain injury, fetal neurological disorders, epilepsy and cerebral palsy. The disability's origin is in the brain and is usually established early in life and the disability must be expected to last indefinitely. There is clearly a need for more services to help developmentally disabled persons stay with their families as well as additional housing and residential facilities; other needed services include vocational services, social and community involvement, and transportation.

What are the housing and supportive service needs of these populations and how are these needs determined?

The primary housing and supportive needs of these subpopulations (the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, persons with alcohol or drug

addiction, victims of domestic violence, and persons with a criminal record and their families) were determined by input from both service providers and the public through the Needs Assessment survey, public meetings, and stakeholder interviews. These needs include affordable, safe housing opportunities in areas with access to transportation, commercial and job centers, social services, and for education regarding fair housing rights and actions that can be taken in the event those rights are violated. Persons with disabilities often require accessible features and ground floor housing units. Victims of domestic violence need safe housing, removal of barriers to relocation, and for perpetrators to be held accountable.

Many of the supportive service needs of these subpopulations are available through existing nongovernmental organizations. These agencies have formed a coalition to collaborate in distributing serve the various special needs subpopulations more efficiently and comprehensively. This coalition also educates the City's agencies and nonprofits to aid in serving these subpopulations.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Persons living with HIV/AIDS

Case surveillance data supplies the basis for understanding the burden of HIV and is used to guide public health action at the federal, state, and local levels. Knowing how many people are diagnosed with HIV infection each year, and their stage of disease at diagnosis, is important for planning and resource allocation and for monitoring trends and disparities between groups. Similarly, monitoring HIV incidence is critical for distributing resources and evaluating the effectiveness of HIV testing and other prevention programs. Improved surveillance methods allow resources to be better directed for programs and resources to the populations most affected.

NA-50 Non-Housing Community Development Needs - 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Dalton is committed to supplying a suitable living environment. This community is an advanced suburban area that experiencing major growth and revitalization of existing areas. Through community forums and the needs assessment survey, the following priority needs were identified as public facility needs:

- Community Parks/Recreation Centers/Cultural Centers
- Youth Centers and Senior Centers

For this 5-year plan period, it is expected that the city will need both types of facility work to help boost its economy. Needs to be addressed include senior centers, homeless facilities, youth centers, child care facilities, neighborhood centers, parks/recreation, parking improvements, historic preservation (non-residential) and other public facilities.

How were these needs determined?

Public facility needs were identified in through a series of community meetings and input from municipal officials, interviews with stakeholders, and a Needs Assessment survey distributed to the public. Other resources consulted were prior plans and progress reports from the City and other agencies that serve the City. Needs are also based on ongoing revitalizations initiatives that are undertaken by the City.

Describe the jurisdiction's need for Public Improvements:

Public improvements are essential to the quality of life in the City of Dalton. Adequate sewer, safe water and excellent public safety services are basic to the function of every home and business in Dalton. In the past, the city built community facilities which enhanced the quality of life and also spurred new economic development opportunities. Continuous improvements are needed due to limited funding for these types of activities coupled with the age and the size of the City.

The following infrastructure components were identified while conducting the needs assessment:

- Public Facility Improvements
- Water/Sewer Improvements
- Flood Drainage Improvements

- Street Improvements
- Sidewalks
- Streets, Sidewalks and Wheelchair Curb Cuts
- Code Enforcement

How were these needs determined?

Public Improvement needs were identified in part, through a series of public meetings and hearings, input from municipal officials, interviews with stakeholders, and a Needs Assessment survey distributed to the public. Other resources consulted were prior plans and progress reports from the City and other agencies that serve the City. Needs are also based on ongoing revitalizations initiatives that are undertaken by the City.

Describe the jurisdiction's need for Public Services:

Public Services have been identified as a need for low- and moderate- income households, including those at or below poverty levels, at risk of homelessness, unemployed or underemployed, physically challenged, aging, lacking access to health care, or lacking education or literacy skills. The following public service activities have been identified as a need in the county.

- Homeless/Emergency Shelter and Supportive Services
- Child Care Assistance
- Education and Life Skill Training
- Health Care
- Employment Training and Job Assistance
- More Jobs for Individuals with Barriers to Employment
- Handicapped Persons Services
- Senior Services
- Wi-fi Access for School Aged Children
- One Stop Shop Social Services
- Financial Assistance (Rent and Utilities)

How were these needs determined?

Public Service needs were identified through a series of public meetings and hearings, input from municipal officials, interviews with stakeholders, and a Needs Assessment survey distributed to the public. Other resources consulted were prior plans and progress reports from the City and other agencies that serve the City. Needs are also based on ongoing revitalizations initiatives that are undertaken by the City.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market analysis contained in this report was developed by using primarily using data from the American Community Survey, CHAS, the Housing Authority of the City of Dalton, and other sources noted in the tables. The following information is based on the Census' American Community Survey 2008-2012. Numbers shown represent the City of Dalton. The total number of housing structures shown in the "All Residential Properties by Number of Units" table includes mobile homes and recreational vehicles, some of which may not be considered housing units by HUD. Of the estimated 36,853 housing units in the City, the majority 26,139 or 71% are single unit and detached structures. The rest is divided into single unit attached structures and multiple unit apartment buildings.

Data provided by the 2009-2013 ACS, as shown in following tables reveals 71% of the City's housing stock was of single-family configuration with attached and detached unit structures. The remaining housing stock was in a variety of multi-family configurations, ranging from 2- 4-unit structures to structures with 20 or more units. According to the 2012 ACS, the City's housing stock held 36,853 (71%) single family units; 1,179 (3%) with 2- 4 units; 6,670 (18%) with 5-19 units; and 2,809 (8%) of the housing stock with 20 or more units. The City also had 56 (less than 1%) mobile home structures in its inventory.

MA-10 Number of Housing Units - 91.210(a)&(b)(2)

Introduction

The following tables reflect the cost of both owner and renter-occupied housing in the City of Dalton. These tables use 2009-2013 ACS data from HUD's eCon software. There have been significant changes in housing prices in recent years which are not fully captured in this data and will be discussed at the end of this section.

The housing stock in the City of Dalton is principally single-family and owner-occupied (76%). Of the 5,250 owner-occupied units in the City, 76% consist of three or more bedrooms. While renter-occupied units only consist of 24% of three or more bedrooms. No bedroom and one and two-bedroom units are the smallest category of owner-occupied housing, but the majority of renter households live in these types of units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	6,275	47%
1-unit, attached structure	595	4%
2-4 units	1,970	15%
5-19 units	3,275	25%
20 or more units	1,010	8%
Mobile Home, boat, RV, van, etc	220	2%
Total	13,345	100%

Table 26 – Residential Properties by Unit Number

Data 2009-2013 ACS

Source:

Unit Size by Tenure

	Own	ers	Renters		
	Number	%	Number	%	
No bedroom	35	1%	445	7%	
1 bedroom	85	2%	1,215	20%	
2 bedrooms	1,160	22%	2,995	49%	
3 or more bedrooms	3,970	76%	1,500	24%	
Total	5,250	101%	6,155	100%	

Table 27 – Unit Size by Tenure

Data 2009-2013 ACS

Source:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City does not own or manage any public housing. The Housing Authority of the City of Dalton (HACD) is a separate legal entity that oversees public housing within the City's jurisdiction.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City does not expect to lose any affordable housing units from the inventory during this Consolidated Plan period.

Does the availability of housing units meet the needs of the population?

Census data was used to assess the ability of the City's current housing stock to meet the needs of its population. As a result, it was clear that the City's existing housing stock does not fully meet the needs of the existing population with 24.7% of homeowners with a mortgage and 49.8% of renters spending more than 30% of their income on monthly housing costs. The CHAS data analyzed in the Needs Assessment, reflects more renters than owners experience one or more housing problems. However, cost-burden is a problem for both owners and renters, in which affordability is a major barrier for most residents in the City renters and homeowners.

Describe the need for specific types of housing:

Discussion

The evaluation of substandard housing stock in the Market Analysis Section will direct considerations in programming activities to address specific types of housing needs in the City. Based on the data noted in this section, there is not sufficient affordable housing stock that matches the economic challenges of an aging housing stock.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) Introduction

The following tables reflect the cost of both owner and renter-occupied housing in the City of Dalton. These tables use 2009-2013 ACS data from HUD's eCon software. The HUD-provided table below indicates the number of affordable units available to households with various income levels. The median home value in the City of Dalton has decreased by 15% between 200-2013, while the rent for homes has increased by 6% for the same period.

There have been changes in housing prices in recent years which are not fully captured in this data and will be discussed at the end of this section. The table reflecting the amount of rent paid by residents of the City shows that 55% of rental units rent for between \$500 and \$999 per month, while 43.4% rental units rent for less than \$500 per month. The Housing Affordability table also shows that there were 265 renter units available to households earning below 30% of the City's HUD Area Median Family Income (HAMFI).

Cost of Housing

	Base Year: 2000	Most Recent Year: 2013	% Change
Median Home Value	144,100	122,500	(15%)
Median Contract Rent	509	541	6%

Table 28 – Cost of Housing

Data 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year) **Source:**

Rent Paid	Number	%
Less than \$500	2,675	43.4%
\$500-999	3,390	55.0%
\$1,000-1,499	80	1.3%
\$1,500-1,999	0	0.0%
\$2,000 or more	10	0.2%
Total	6,155	99.9%

Table 29 - Rent Paid

Data 2009-2013 ACS

Source:

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	265	No Data
50% HAMFI	1,355	365
80% HAMFI	4,450	1,375
100% HAMFI	No Data	1,939
Total	6,070	3,679

Table 30 - Housing Affordability

Data 2009-2013 CHAS

Source:

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$556.00	\$635.00	\$730.00	\$1,007.00	\$1,091.00
High HOME Rent	\$563.00	\$597.00	\$696.00	\$878.00	\$960.00
Low HOME Rent	\$472.00	\$506.00	\$607.00	\$701.00	\$943.00

Table 31 – Monthly Rent

Data HUD FMR and HOME Rents

Source:

Is there sufficient housing for households at all income levels?

A significant lack of affordable housing exists particularly for households that are at the low or very-low income levels. Based on 2017 ACS data there are an estimated 3,615 very-low income households in that earn less than \$24,999 annually, but there are only 265 affordable rental units at 30% AMI, and 365 affordable owner-occupied units at 50% AMI.

How is affordability of housing likely to change considering changes to home values and/or rents?

According to the table above, between 2000 and 2013 the median home value decreased by 15% and the median contract rent in Dalton increased by 6%. Over the same time period, the median household income has only increased in terms of real dollars by 1% for households. This means that housing has become less affordable overall during the past thirteen years. If these trends continue, then housing affordability will become an even higher barrier for most City residents.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Discussion

OMB Control No: 2506-0117 (exp. 06/30/2018)

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) Introduction

The age and condition of a jurisdiction's housing stock are important variables in assessing the overall characteristics of a local housing market. This section will review important data about the city's housing stock. The older housing stock, particularly older rental housing often has code and deferred maintenance issues that can impact the longevity of the housing structure which in turn impacts the housing supply in terms of accessibility and affordability.

The following tables reflect the year housing units were built for both owner-occupied and renter-occupied. An assessment of the age of residential structures is helpful in evaluating physical condition. According to American Community Survey data, over 28% of all housing units are over 60 years old. As the community's housing units continue to age, increased investment for maintenance, repairs, rehabilitation and replacement will be needed to maintain the quality of living conditions and prevent deterioration of neighborhoods.

As listed in Table 37, 70% of owner-occupied units and 48% renter-occupied units had no selected conditions (housing problems as defined by HUD). However, 28% of owner-occupied households and 48% of renter-occupied households were found to have one selected Condition.

Definitions

Condition of Units

Condition of Units	Owner-	Occupied	Renter-Occupied			
	Number	%	Number	%		
With one selected Condition	1,445	28%	2,950	48%		
With two selected Conditions	120	2%	280	5%		
With three selected						
Conditions	0	0%	0	0%		
With four selected Conditions	0	0%	0	0%		
No selected Conditions	3,675	70%	2,930	48%		
Total	5,240	100%	6,160	101%		

Table 32 - Condition of Units

Data 2009-2013 ACS

Source:

Year Unit Built

Year Unit Built	Owner-	Occupied	Renter-Occupied			
	Number	%	Number	%		
2000 or later	1,224	23%	935	15%		
1980-1999	1,585	30%	2,140	35%		
1950-1979	2,000	38%	2,600	42%		
Before 1950	425	8%	495	8%		
Total	5,234	99%	6,170	100%		

Table 33 - Year Unit Built

Data

2009-2013 CHAS

Source:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-0	Occupied	Renter-Occupied		
	Number	%	Number	%	
Total Number of Units Built Before 1980	2,425	46%	3,095	50%	
Housing Units build before 1980 with children					
present	1,410	27%	555	9%	

Table 34 – Risk of Lead-Based Paint

Data

2009-2013 ACS (Total Units) 2009-2013 CHAS (Units with Children present)

Source:

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	1638	0	1638
Abandoned Vacant Units	66	0	66
REO Properties	23	0	23
Abandoned REO Properties	1	0	1

Table 35 - Vacant Units

Need for Owner and Rental Rehabilitation

The age of the housing stock in the City will continue to have a significant impact on general housing conditions in the area. The 2017 ACS data shows that 45% of the City's housing stock was built prior to 1970. Owner and renter households, especially those found in low income target neighborhoods will need rehabilitation aid to support their homes. As housing ages,

maintenance costs rise, which can present significant costs for low- and moderate- income homeowners. This also poses a threat to low- and moderate- income tenants who are not able to support close communications with their property owners or property managers who may be out of state when repairs are required.

Estimated Number of Housing Units Occupied by Low-or Moderate-Income Families with LBP Hazards Exposure to lead-based paint is one of the most significant environmental threats from a housing perspective. Lead is a highly toxic metal that may cause a range of health problems for adults, and especially for children. The major source of lead exposure comes from lead-contaminated dust found in deteriorating buildings. It is typical for residential properties built before 1978 have lead-based paint. Unfortunately, measuring the exact number of housing units with lead-based paint hazards is difficult. HUD regulations on lead-based paint apply to all federally assisted housing. Low-income households that earn between 30-50% Median Family Income (MFI) are least able to afford well maintained housing and, therefore, are often at greater risk of lead poisoning. According to the 2017 ACS data, the City of Dalton has 2,102 (16.3%) of housing units built before 1978 that may be at risk for lead exposure.

Discussion

Broadband and Resiliency Requirements

On January 17, 2017, HUD published the Broadband and Resiliency requirements for all Consolidated Plans submitted after January 1, 2018. This rule amends HUD's Consolidated Plan regulations to require that local jurisdictions, such as the City of Dalton, to consider two additional concepts in consolidated planning efforts. The first concept is how to address the need for broadband access for low and moderate-income residents in the communities they serve. The second concept added to the Consolidated Plan process requires local jurisdictions to consider incorporating resilience to natural hazard risks into development of the plan. Jurisdictions should also take care to anticipate how risks will increase due to climate change to begin addressing impacts of climate change on low- and moderate-income residents.

Specifically, the rule requires that States and localities that submit a Consolidated Plan describe the broadband access in housing occupied by low- and moderate-income households. If low income residents in the communities do not have such access, States and jurisdictions must consider providing broadband access to these residents in their decisions on how to invest HUD funds.

HUD defines the term of "broadband" as high-speed, always-on connection to the Internet or also referred to as high-speed broadband or high-speed Internet.

To comply with HUD's broadband and resiliency requirements, the City has incorporated actions into the consolidated plan process by:

- Including a description of broadband needs and vulnerability to natural hazard risks in the housing market analysis.
- For broadband: contacted public and private organizations, including broadband internet service providers, and organizations engaged in narrowing the digital divide.
- For resilience: contacted agencies whose primary responsibilities include the management of flood prone areas, public land, or water resources, and emergency management agencies.

Narrowing the Digital Divide

For many Americans, access to computers and high-speed Internet connections in an integral part of their everyday lives. As most of information, services, and resources have transitioned to online access, digital inequality has a direct impact on low income household's social inequality. According to HUD's Office of Policy Development, in the *Digital Inequality and Low-Income Households* Report, the disparate access to broadband can correlate with the inequality of income, education, race, and ethnicity.

As part of the 2008 Broadband Data Improvement Act, the U.S. Census Bureau began asking about computer and Internet use in the 2013 American Community Survey (ACS). Federal agencies use these statistics to measure and monitor the nationwide development of broadband networks and to allocate resources intended to increase access to broadband technologies, particularly among groups with traditionally low levels of access.

Historical ACS estimates for the City of Dalton reflects the households' access to broadband internet subscriptions has steadily increased by 5% between 2014 and 2016 to achieve a total overall broadband internet subscription rate of 95% of all residents in Dalton.

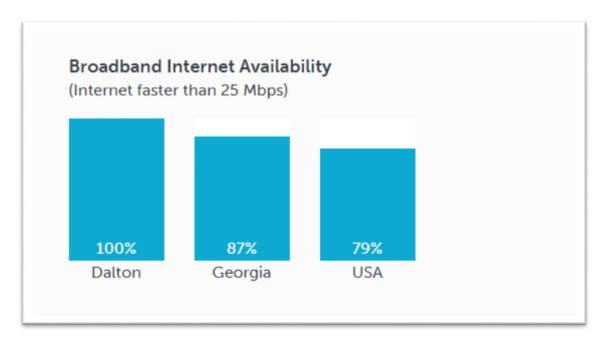
Computer and Internet Use in the City of Dalton

	2015		201	L 6	2017	
	Estimate	%	Estimate	%	Estimate	%
Total:	11,284	100%	11,293	100%	11,224	100%
Has a computer:	9,229	82%	9,747	86.31%	8,908	79.37%
With dial-up Internet subscription alone	82	1%	0	0.00%	33	0.29%

With a broadband Internet subscription	7,841	69%	9,276	82.14%	8,174	72.83%
Without an Internet subscription	1,306	12%	471	4.17%	701	6.25%
No computer	2,055	18%	1,546	13.69%	2,316	20.63%

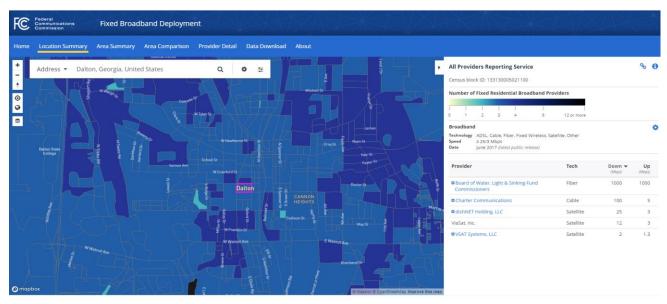
Source: American Community Survey Reports, U.S. Census Bureau, https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_16_SP L_K202801&prodType=table

While historical ACS estimates reflect that more than 94 percent of the population has a broadband subscription, research data from High Speed Internet indicates that the City has 100 percent broadband internet availability with 100 percent coverage for cable and 99 percent coverage for Digital subscriber line (DSL). The City's broadband access is more than 13 percent higher than the State and 21 percent higher than the total US. The City's roadband access is mainly served by four wired providers, Spectrum, Viasat, Windstream and Dalton Utilities.

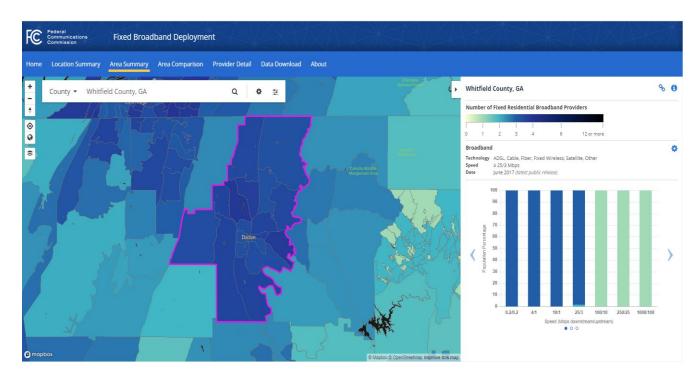


Source: High Speed Internet

The map below displays data showing the number of providers reporting residential fixed broadband service in the city. The map displays the population-weighted average number of broadband providers city level. This map shows all technologies and broadband at a speed of at least 25 Mbps downstream/3 Mbps upstream.



Source: Federal Communications Commission, https://broadbandmap.fcc.gov



The City of Dalton has broadband availability throughout the city and just over two percent of the population does not have broadband access. According to a 2015 Pew Research Center survey, 43 percent of all U.S. adults age 18 and older cited cost as the most important reason for not having home broadband service; 33 percent cited the monthly subscription cost as the main barrier, and 10 percent stated that a computer was too expensive. Additionally, 12 percent of

65

nonadopters stated that their smartphone was sufficient, 10 percent responded that they had other options to get online outside the home, and 5 percent stated that Internet service was either unavailable or insufficient.

To assist the City in meeting the need for broadband some service providers have qualifying low-cost broadband services. For example, some Internet service to qualifying households who meet the following characteristics:

 With at least one resident who participates in the U.S. Supplemental Nutrition Assistance Program (SNAP).

Hazard Mitigation

Hazard mitigation is any action taken to permanently eliminate or reduce the long-term risk to human life and property from natural and technological hazards. It is essential element of emergency management along with preparedness, response and recovery. The City of Dalton is a part of the Whitfield County Hazard Mitigation Plan, which is the lead county organization responsible for providing management and coordination of mitigation, preparedness, response, and recovery activities within its area of responsibility. The main focus of the Hazard Mitigation Plan is on those hazards that are most likely to affect Whitfield County and the Cities of Dalton, Tunnel Hill, and Varnell, and the Town of Cohutta in the future.

The Hazard Mitigation Plan (HMP) was designed to protect both the unincorporated areas of the County as well as the Cities. Though the County facilitated this planning process, the Cities of Dalton, Tunnel Hill, and Varnell, and the Town of Cohutta provided critical input into the process.

According to the Whitfield County has experienced a number of hazard events throughout its history, most resulting in fairly localized damage. Flooding, tornados, winter storms, wildfire, severe thunderstorms, earthquakes, dam failure and hazardous materials to varying degrees represent known threats to Whitfield County. The Whitfield County Hazard Mitigation Planning Committee (HMPC) identified eight natural hazards the County is most vulnerable to based upon available data including scientific evidence, known past events, and future probability estimates. The HMPC also discussed how changes in the climate may in some ways impact the County, Cities and Towns.

Vulnerability Assessment - Natural Hazards

Severe Thunderstorms (includes lightning & hail) Frequency H H H H H	
Frequency H H H H	
0 1 TT TT TT	H
Severity H H EX H	H
Probability H H H	H
Tornados	
Frequency M M L M	M
Sevenity EX EX EX M	EX
Probability H H H M	H
Flooding	
Frequency H M H H	H
Severity H H H H	H
Probability H M H H	H
Winter Storms	
Frequency H H H M	H
Severity H EX H H Probability H H H M	H
Probability H H H M Drought	Н
Frequency M M M H	М
Severity H H H H	H
Probability M M M H	M
Wildfire	111
Frequency M L M M	M
Sevenity H M M M	H
Probability M L M M	M
Earthquake	
Frequency VL VL VL VL	VL
Severity M M L	M
Probability L L VL VL	L
Dam Failure	
Frequency VL VL VL VL	VL
Severity EX M VL VL	EX
Probability VL VL VL VL	VL
Hazardous Materials Release	
Frequency M M H	M
Severity EX EX H H Probability H H L H	EX H
Probability H H L H Landslide	п
Frequency VL VL VL VL	VL
Severity L L L L	L
Probability VL VL VL VL	VL.
Tropical Cyclonic Events (Hurricanes & Tropical	
Storms)	
Frequency NA NA NA NA	NA
Seventy NA NA NA NA	NA
	NA
Coastal Flooding	
	NA
	NA
	NA
Sinkhole NA NA NA NA	NIA
	NA NA
	NA NA
Probability NA NA NA NA NA Key for Table 2.2 – Vulnerability Assessment Frequency and Probability	NA

Key for Table 2.2 – Vulnerability Assessment Frequency and Probability Definitions

Source: Whitfield County Hazard Mitigation Plan

NA = Not applicable; not a hazard to the jurisdiction

VL = Very low risk/occurrence

L = Low risk; little damage potential (for example, minor damage to less than 5% of the

jurisdiction)

M = Medium risk; moderate damage potential (for example, causing partial damage to 5-15%

of the jurisdiction, infrequent occurrence)

H = High risk; significant risk/major damage potential (for example, destructive, damage to

more than 15% of the jurisdiction, regular occurrence)

EX = Extensive risk/probability/impact

Key for Table 2.2 - Vulnerability Assessment Severity Definitions

	Low	Medium	<u>High</u>	<u>Extensive</u>	
Tropical Cyclonic Events		(See Wind & In	land Flooding)	
Wind – Wind Speed	38 MPH	39-50 MPH	50-73 MPH	73-91 MPH	
Severe Thunderstorm		(See Wind & In	and Flooding)		
Tornado - Magnitude	< EF3	EF3	EF4	EF5	
Inland Flooding - Water depth	3" or less	3 – 8"	8-12"	12"+	
Severe Winter Storms – Ice/ Sleet	½" or less	1/2 – 4"	4-7"	7"+	
Severe Winter Storms - Snow	1" or less	1-6"	6-12"	12"+	
Drought - Duration	1 year	1 – 2 years	2-5 years	5+ years	
Wildfire -#of Acres	<50	50-110	110-200	200+	
Earthquake - Magnitude	1-2	3	4	5+	

Source: Whitfield County Hazard Mitigation Plan

Major threats to Whitfield County include tornados and thunderstorms. All areas within Whitfield County are vulnerable to the threat of a tornado and has a high exposure to potential damage from tornados. Additionally, severe thunderstorm, hail, and lightning events pose one of the greatest threats to Whitfield County in terms of property damage, injuries and loss of life. These

weather events represent the most frequently occurring natural hazard within Whitfield County and have a great potential to negatively impact the County each year.

Digital Divide & Hazard Mitigation Surveys

In response to 81 FR 90997 ("Modernizing HUD's Consolidated Planning Process to Narrow the Digital Divide and Increase Resilience to Natural Hazards"), the City sent targeted surveys inquiring about efforts to close the digital divide and hazard mitigation and resiliency strategies during the development of the Consolidated Plan process.

The City issued specialized surveys targeting relevant stakeholders addressing climate change and hazard mitigation, and organizations addressing the digital divide.

CLIMATE CHANGE, HAZARD MITIGATION, AND RESILIENCY SURVEY

- 1. Organization Name:
- 2. Does your organization produce land use hazard mitigation reports? If so, how frequently?
- 3. Does your organization maintain contact and/or coordinate with affordable housing developers?
- 4. How might strengthened connections with affordable housing developers assist you in your work?

DIGITAL DIVIDE SURVEY

Survey 1: Digital Literacy Providers and Advocates

- 1. Organization Name
- Does your organization employ a digital literacy curriculum? If so, what does it include?
- 3. How can the City of Dalton support digital literacy in low-income households?
- 4. What obstacles have your organization identified as factors preventing broadband access to low-income households?
- 5. How would you recommend addressing the obstacles identified in question 4?

Survey 2: Broadband Providers

- 1. How do you make your services accessible to low-income households?
- 2. To what extent do you currently offer broadband services to affordable housing developers?
- 3. What obstacles prevent your company from providing service in currently underserved areas?
- 4. How would you recommend addressing the obstacles identified in question 3?
- 5. As a partner, what can the City of Dalton do to support your provision of broadband to low-income households and/or affordable housing developments?

Survey 3: Digital Divide Consultation

- 1. Organization Name
- 2. How has your organization supported the provision of broadband service to low-income and/or underserved areas?
- 3. What obstacles have your organization identified as factors preventing broadband access to low-income households?
- 4. How would you recommend addressing the obstacles identified in question 3?

No responses were received from consultations with Broadband providers and the Whitfield County Hazard Mitigation Planning Committee.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City does not own or operate any public housing. The Housing Authority of the City of Dalton (HACD) is a separate legal entity that oversees public housing within the City's jurisdiction.

Totals Number of Units

	Program Type								
	Certificate	Mod-	Public	Vouchers					
		Rehab	Housing	Total	Project -	Tenant -	Special	Purpose Vou	icher
					based	based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	0	0	0	0	0	0	0
# of accessible units	0	0	0	0	0	0	0	0	0
*includes Non-Elderly D	isabled, Maii	nstream O	ne-Year, M	lainstream	Five-year, a	nd Nursing	Home Transit	ion	

Table 36 – Total Number of Units by Program Type

Data PIC (PIH Information Center)

Source:

Describe the supply of public housing developments:

While the Housing Authority does not currently have any public housing developments, the do operate and maintain affordable units. Most of the units operated by the Dalton Housing Authority are in desperate need of renovation. Many of the duplexes were built in the late 1960s and haven't had any major upgrades since they were built. The some of the units do not have central heat and air conditioning. In the last year, the Housing Authority has begun to conduct renovations to many of the units which included replacing doors, roof, windows, central heat and air, kitchen, bathrooms.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Since 2005, the Dalton Housing Authority has not participated in an approved Public Housing Agency Plan through HUD.

OMB Control No: 2506-0117 (exp. 06/30/2018)

Public Housing Condition

Public Housing Development	Average Inspection Score
N/A	N/A

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The City of Dalton does not have any public housing.

Describe the public housing agency's strategy for improving the living environment of lowand moderate-income families residing in public housing:

The City of Dalton does not have any public housing.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The following facilities have been identified as providing some form of homeless or housing assistance in Dalton. Several of these facilities were consulted as a part of the Needs Assessment process for the Con Plan.

- Dalton Whitfield Community Development Corporation
- NW GA Family Crisis Center
- Providence Ministries
- Carter Hope Center
- Action Ministries

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds		Supportive ng Beds
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	32	0	24	3	0
Households with Only Adults	25	27	15	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

ESG, GA Balance of State (BoS) Continuum of Care (CoC), Shelter Plus Care, and HUD Supportive Housing Program funds are used to address the needs of the homeless or near homeless in the City of Dalton. The need for emergency and transitional housing is addressed by using emergency shelters, extended stay economy motels, transitional housing, and rapid re-housing apartments with funding provided by the Georgia Department of Community Affairs (ESG, Bos CoC, and State Housing Trust Fund monies), and HUD's Supportive Housing Programs. The existing shelter spaces are not adequate to meet the growing demand for housing for the homeless in Dalton.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

There are a myriad of comprehensive services that are available to the community as a whole, as well as persons experiencing homelessness. Homeless services providers will make every effort to connect participants with mainstream resources such as employment assistance, mental health counseling, healthcare assistance, transportation benefits, SNAP benefits, and addiction counseling.

Dalton's efforts to combat homelessness requires that the root economic causes of homelessness be addressed, which includes insufficient numbers of decent, safe, and sanitary low-cost housing units (limited housing stock) combined with limited financial capacity of homeless households (low wage jobs, depleted savings, excessive debt).

The City also supports the implementation of a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short period of time, such as emergency food and shelter - until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Because resources are limited, it is important for the system to eliminate duplication of effort by local agencies, both in intake and assessment procedures, and in subsequent housing and supportive services. These principles suggest the need for common intake forms, shared data, effective assessment instruments and procedures, and ongoing coordination of assistance among community organizations, which have been addressed with an improved Homeless Management Information System.

MA-35 Special Needs Facilities and Services – 91.210(d) Introduction

Over the next Consolidated Plan period the City of Dalton will continue to work with the social service providers, such as Northwest Georgia Family Crisis Center and the Dalton-Whitfield Community Development Corporation to develop multiple funding resources and partnerships. The services benefit many different people with special needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The elderly and frail elderly have physical, medical, maintenance, social, emotional, and financial needs. Elderly and frail elderly are often unable to maintain existing homes or to afford rent. Housing cost burden related issues are often compounded by the requirement of additional services it takes for elderly and frail elderly to age in place. These services may include costly medical and other daily living assistance services. As the population continues to age, the need for age-related services increases. The housing assistance caseworkers are reliant upon frequent professional assessments, often times by a primary care physician, to fully understand and determine an appropriate action and accommodations. Access is particularly important for the physically handicapped. Physically disabled persons often require specially designed dwellings to permit access both within the unit, as well as to and from the site.

Persons with mental and developmental disabilities often need alternative living arrangements that may include supervision, in-home support services, respite services, transportation services, day program services, educational services, and supported employment services.

The DHA provides housing for low income seniors and disabled individuals. The affordable housing programs offered by the DHA have a number of characteristics of interest to that segment of the affordable housing market. Unfortunately there is often a waiting list for this program, and it can be as long as several months.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Public systems or institutions (i.e. jails, prisons, hospitals, child welfare, mental health facilities, etc.) often release individuals directly into homelessness. For homeless families with children, a centralized intake is in place that seeks to mediate/prevent homelessness whenever possible, reduce the homeless episode for families through rapid rehousing and shelter/transitional housing focused on moving families from homelessness to permanent housing as soon as possible, and permanently house the most vulnerable families, as resources are available. Dalton-Whitfield Community Development Corporation will continue to work closely with hospitals to make sure that hospital social workers have appropriate discharge protocols and are not routinely discharging patients to the streets or emergency shelter.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City will continue to work closely with Northwest Georgia Family Crisis Center and the Dalton-Whitfield Community Development Corporation and other local agencies to provide housing and supportive services needs for persons who are not homeless but may have other special needs through coordination and potentially identifying eligible funding sources.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

During this Consolidated Plan period, the City will assess the housing and supportive needs with respect to persons who are not homeless or who may have special needs in an effort to utilize CDBG funding more effectively to address the needs of non-homeless persons with special needs.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City's housing market presents significant impediments to development of an adequate supply of affordable housing for low to moderate-income people. Loss of major manufacturing employment opportunities coupled with rising construction costs has created a significant barrier to affordable housing. The City's Analysis of Impediments to Fair Housing Choice (AI) (2019) examined a number of areas in which barriers to the development of affordable housing might exist. The contributing factors identified in the AI and over the course of the outreach for the development of this Consolidated Plan, include:

- Historical patterns of racial and ethnic segregation persist in Anniston today as a result of
 a combination of different factors. As residents of segregated neighborhoods move to
 other areas, those left behind are increasingly those without the means to move
 themselves.
- R/ECAPs are the city's primary areas of segregation and the communities located in these areas are in need of reinvestment.
- Members of some protected classes are disproportionately affected by certain housing problems, particularly be cost burden.

MA-45 Non-Housing Community Development Assets – 91.215 (f) Introduction

In determining priorities for the allocation of federal funds, the City Dalton has recognized the need to foster a competitive local economy that expands economic opportunities for present and future residents. This section describes the local workforce, the nature of current employment, and activities that coordinate economic development activities across local and regional agencies.

Economic Development Market Analysis - Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	51	23	0	0	0
Arts, Entertainment, Accommodations	1,064	2,170	9	7	-2
Construction	378	688	3	2	-1
Education and Health Care Services	1,138	3,732	9	12	2
Finance, Insurance, and Real Estate	314	644	3	2	-1
Information	82	151	1	0	0
Manufacturing	4,836	10,678	40	33	-6
Other Services	177	493	1	2	0
Professional, Scientific, Management Services	696	3,100	6	10	4
Public Administration	0	0	0	0	0
Retail Trade	1,363	5,309	11	17	5
Transportation and Warehousing	539	1,579	4	5	1
Wholesale Trade	649	1,858	5	6	0
Total	11,287	30,425			

Table 39 - Business Activity

Data 2009-2013 ACS (Workers), 2013 Longitudinal Employer-Household Dynamics (Jobs)

Source:

Labor Force

Labor Force	Number of People
Total Population in the Civilian Labor Force	16,085
Civilian Employed Population 16 years and	
over	14,480
Unemployment Rate	10.01
Unemployment Rate for Ages 16-24	29.31
Unemployment Rate for Ages 25-65	6.06

Table 40 - Labor Force

Data 2009-2013 ACS

Source:

Occupations by Sector	Number of People
Management, business and financial	2,075
Farming, fisheries and forestry occupations	325
Service	1,074
Sales and office	2,940
Construction, extraction, maintenance and	
repair	1,040
Production, transportation and material	
moving	2,430

Table 41 – Occupations by Sector

Data 2009-2013 ACS

Source:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,960	85%
30-59 Minutes	1,880	13%
60 or More Minutes	180	1%
Total	14,020	100%

Table 42 - Travel Time

Data 2009-2013 ACS

Source:

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Unemployed		Not in Labor
	Employed		Force
Less than high school graduate	4,690	450	1,650
High school graduate (includes			
equivalency)	2,145	235	750
Some college or Associate's degree	2,655	200	805
Bachelor's degree or higher	2,140	105	535

Table 43 - Educational Attainment by Employment Status

Data 2009-2013 ACS

Source:

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	245	790	1,100	1,935	575
9th to 12th grade, no diploma	510	1,030	955	985	345
High school graduate, GED, or					
alternative	1,060	990	710	1,430	1,165
Some college, no degree	1,120	970	1,005	925	715
Associate's degree	100	315	110	340	185
Bachelor's degree	195	325	415	860	645
Graduate or professional					
degree	0	245	370	570	255

Table 44 - Educational Attainment by Age

Data 2009-2013 ACS

Source:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	22,121
High school graduate (includes	
equivalency)	21,838

Educational Attainment	Median Earnings in the Past 12 Months
Some college or Associate's degree	59,369
Bachelor's degree	76,219
Graduate or professional degree	119,908

Table 45 - Median Earnings in the Past 12 Months

Data 2009-2013 ACS

Source:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors in the City of Dalton in terms of worker share are Manufacturing (40%); Retail Trade (11%); Arts, Entertainment, Accommodations Education (9%); and Education and Health Care Services (9%). The top five private employers in the City of Dalton include: Shaw Industries, Inc, Mohawk Industries, Engineered Floors, Tandus Centiva, and Durkan Hospitality/ Division of Mohawk.

Describe the workforce and infrastructure needs of the business community:

There are more than 230 manufacturing companies in Whitfield County. Nearly 40 percent of the area's manufacturing companies make textiles - predominately carpets, rugs and other floor coverings. Healthcare Practitioners, Food Preparation/Serving and Sales workers are projected to account for the greatest occupational growth across the region over the next decade.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The national economic downturn and subsequent financial crisis disrupted commercial activities at all levels of the economy. As a result, the City established goals to identify and develop incentive strategies to create a more viable and competitive business environment to support its economic development over the next ten year.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

A skillful and well-educated workforce is essential to attracting and retaining employers and growing the City's economy. Implementing a holistic approach to job readiness and skill development will be critical to the retention of existing businesses and the success of attracting those businesses with expanding labor needs.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of Dalton is not a center for formal training and workforce development providers although, the City has access to a wide variety of potential workforce development partners.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)? The City of Dalton participates in the Northwest Georgia Comprehensive Economic Development Strategy (CEDS), which is a strategy-driven plan for regional economic development. The Northwest Georgia Regional Commission (as the local Economic Development District) develops, implements, and revises the CEDS with assistance from the CEDS Strategy Committee.

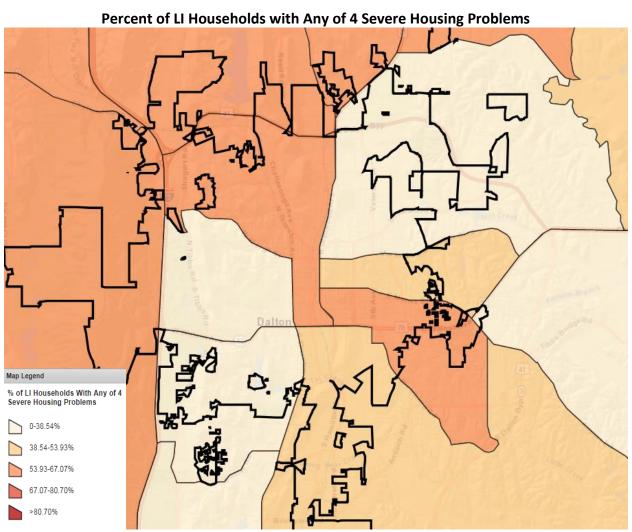
If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City will continue to utilize federal funding to support programs that remove barriers to participation in the workforce (such as childcare, affordable healthcare, and public transportation) and enhance and expand community parks, trails, and recreation programs to retain talent and attract investment in the area.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

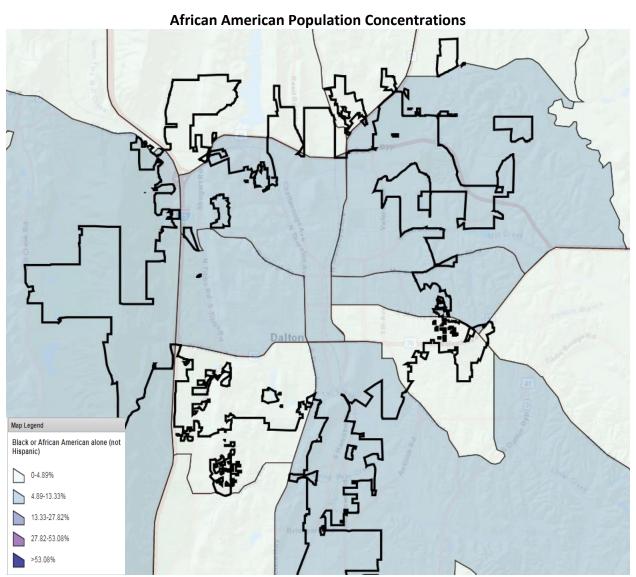
As shown in the attached map, the highest concentrations (greater than 53%) of low-income households with severe housing problems are in the central and southern part of the City.



Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

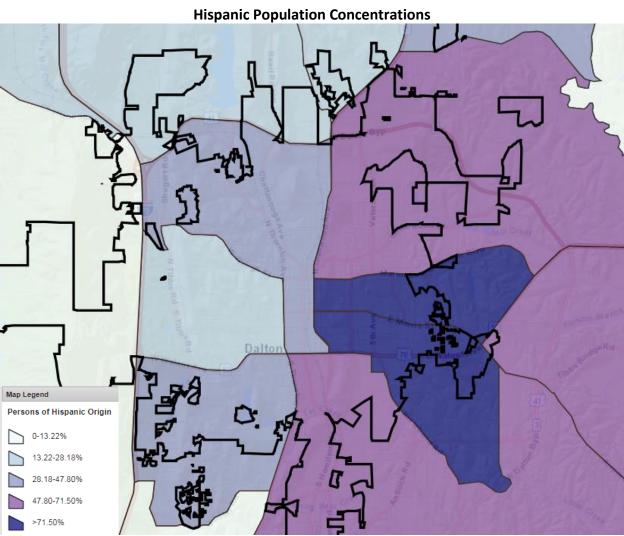
Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

An area of racial or ethnic concentration is defined as one in which the minority population share is 20% higher than the group's citywide average. There are no significantly high percentages of African American residents located within the City of Dalton.



Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

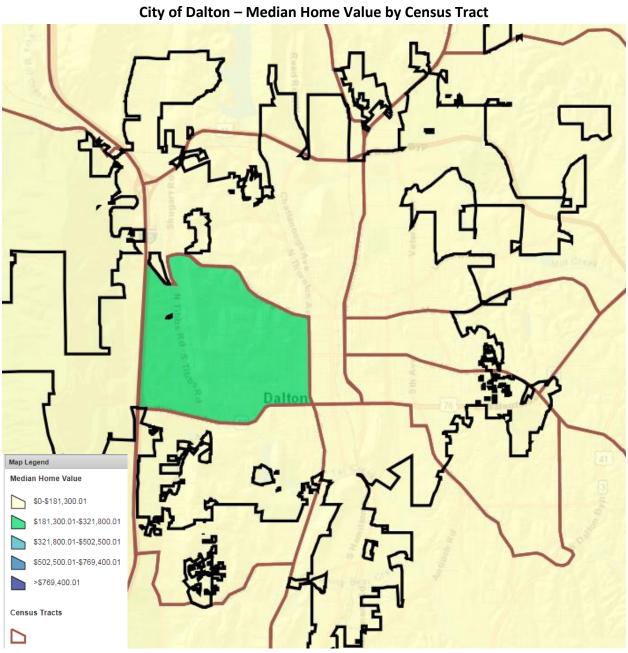
There are significantly higher percentages of Hispanic residents located in the following census tracts: 4.00 (64%); 10 (74.9%); 13 (72.6%); and 12 (51.7%) within the City of Dalton.



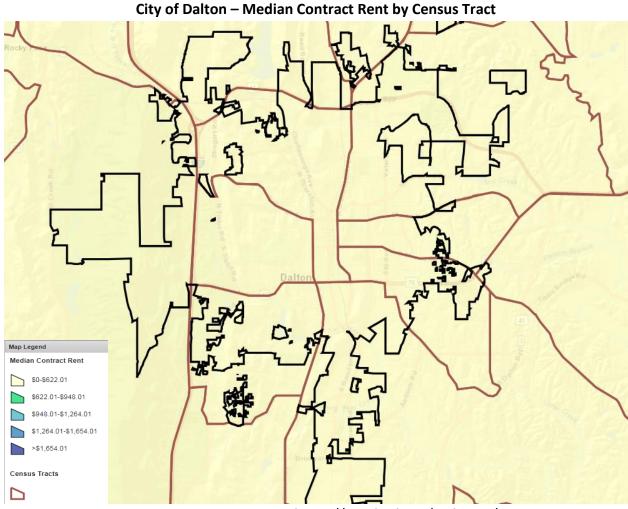
Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

What are the characteristics of the market in these areas/neighborhoods?

As shown in the following maps, median home values and contract rents in these tracts are lower than in other neighborhoods.



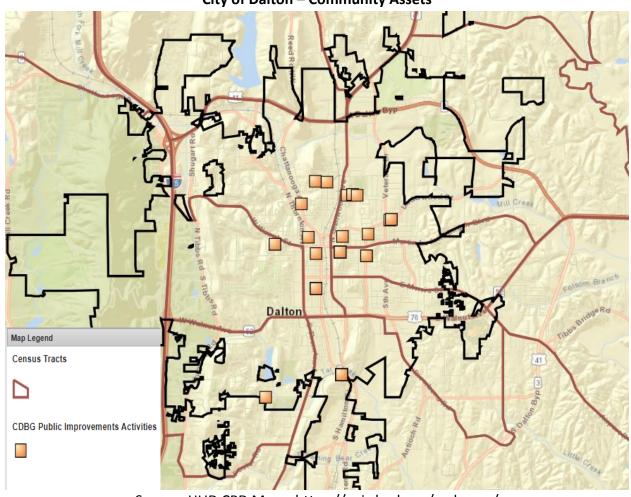
Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/



Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

Are there any community assets in these areas/neighborhoods?

Yes. These tracts are close areas in which the city has utilized CDBG funding to improve public facilities to include recreation facilities and social service facilities. However, these community assets are not equally distributed throughout these areas so that minority and/or low-income residents.



City of Dalton - Community Assets

Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

Are there other strategic opportunities in any of these areas?

In order for the City to remain competitive in the global economy, the City must continue to maintain, improve, and expand infrastructure necessary for economic growth. Essential infrastructure for economic development includes both above-ground and below-ground facilities, such as transportation, utilities, and broadband. Ready to develop properties are also vital for continued industrial growth.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines the priority needs and geographic focus areas for community development and housing efforts in Dalton over the next five years. These priorities are based on findings from the needs assessment and market analysis, along with public input received through a variety of engagement methods. The City will continue to concentrate CDBG spending on housing initiatives, infrastructure improvements, and public service activities. Projects and programs funded using CDBG funds will meet program eligibility requirements, generate long term improvements for low- and moderate-income residents and communities, and help address federal, state, and local priorities, such as expanding fair housing choice and sustainability.

This Strategic Plan also outlines market conditions which may influence the use of HUD grant funds, the resources expected to be available to meet community needs, and the structure in place for delivering services. Strategies for addressing public housing, homelessness, lead-based paint hazards, and poverty are summarized. Finally, the Plan outlines barriers to housing affordability in Dalton and the City's plans to monitor performance and compliance for the CDBG program.

The Strategic Plan will guide the use of CDBG in the City of Dalton over the next five years and is guided by HUD's three overarching goals that are applied according to the City's needs. These goals are:

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low and moderate income residents throughout the City, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low and moderate income persons to achieve self-sufficiency.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Dalton is a mountain city located in Whitfield County, Georgia. It is the county seat of Whitfield County and the principal city of the Dalton, Georgia Metropolitan Statistical Area, which encompasses all of Murray and Whitfield counties. The City relies on widely accepted data such as American Community Survey (ACS), HUD low and moderate-income summary data, and Federal Financial Institutions Examinations Council (FFIEC) data to determine areas throughout the community with concentrations of low and moderate-income communities. Program resources are allocated City-wide based on low-mod areas which often coincide with areas of minority concentration.

Over the next five years, the City intends to use its resources to assist various projects throughout the City. Income eligible areas (i.e., areas where 51% or more of residents have low or moderate household incomes) are shown in the table below.

Target Area	Description
Target Area Name:	Citywide
Target Area Type:	Citywide

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Federal CDBG funds are intended to provide low and moderate income (LMI) households with viable communities, including decent housing, a suitable living environment and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration. The system for establishing the priority for the selection of these projects in the City of Dalton predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of LMI residents
- Focusing on LMI areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long-term impact
- The ability to demonstrate measurable progress and success P

Priority CDBG funding areas include areas where the percentage of LMI persons is 51% or higher.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

During the development of the Consolidated Plan, a number of priority needs were identified. Guidelines for addressing these priority needs over the 2019-2023 time frame are summarized below:

• Affordable Housing

Housing Rehabilitation

Public Facility and Infrastructure Improvements

- o Rehabilitation, acquisition, accessibility improvements of neighborhood facilities
- Park Improvements
- Sidewalk and Infrastructure Improvements
- Support services for populations with special needs (e.g. elderly, persons with disabilities)

Public Services

- Health and dental services
- o Services for the homeless and at-risk populations
- Youth and childcare programs
- Transportation for seniors and youth

	Priority Need Name	PLANNING & ADMINISTRATION
	Priority Level	High
	Population	Extremely Low Income
		Low Income
		Moderate Income
1	Geographic Areas Affected	Citywide
	Associated Goals	Planning and administration
	Description	Planning and administration for CDBG program.
	Basis for Relative Priority	Effective and efficient implementation of CDBG
		funding requires adequate resources for
		program planning and administration.
2	Priority Need Name	PUBLIC SERVICES
2	Priority Level	High

		Extremely Low		
		Persons with Developmental Disabilities		
		Individuals		
		Non-housing Community Development		
		Low		
		Elderly		
		Persons with Physical Disabilities		
		Frail Elderly		
		Persons with Mental Disabilities		
		Families with Children		
	Danulation	Unaccompanied Youth		
	Population	Large Families		
		Mentally III		
		veterans		
		Victims of Domestic Violence		
		Persons with Alcohol or Other Addictions		
		Elderly		
		Moderate		
		Victims of Domestic Violence		
		Families with Children		
		Chronic Homelessness		
		Chronic Substance Abuse		
	Geographic Areas Affected	Citywide		
	Associated Goals	Provide public services.		
	Description	Provision of public services		
	Basis for Relative Priority	There continues to be a need for services to		
		increase the effectiveness of physical		
		investments that improve conditions for the		
		elderly, youth, low-income persons, and other		
	2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	special populations.		
	Priority Need Name	HOUSING REHABILITATION		
	Priority Level	High		
		Extremely Low Income		
	Population	Low Income		
		Moderate Income		
3		Large Families Families with Children		
		Elderly Families		
		Public Housing Residents		
		Elderly Frail Elderly		
		•		
		Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol		

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		or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence		
	Geographic Areas Affected	Citywide		
	Associated Goals	Improve access to and quality of housing.		
	Description	Rehabilitation of occupied housing		
	Basis for Relative Priority	Existing affordable housing that is lost from the inventory will increase competition for remaining units and decrease access to affordable housing overall.		
	Priority Need Name	PUBLIC FACILITY AND INFRASTRUCTURE		
		IMPROVEMENTS		
	Priority Level	Medium		
4	Population	Extremely Low Income Low Income Moderate Income Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non- housing Community Development		
•	Geographic Areas Affected	Citywide		
	Associated Goals	Improve public facilities and infrastructure.		
	Description	Expand public facility improvements and improve and maintain infrastructure servicing households in low income areas		
	Basis for Relative Priority	Based on physical inspection and interviews conducted during consultation process, existing public facilities are in need of upgrading and expansion. Outdated and deteriorating infrastructure needs to be improved or replaced.		

Table 47 – Priority Needs Summary

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	As subsidized units, including LIHTC units expire, the need for TBRA will increase.
TBRA for Non- Homeless Special Needs	There is need for non-homeless special needs rental housing assistance throughout the city. The City's housing market does not provide sufficient affordable, accessible rental housing to elderly and non-elderly persons with disabilities or supportive housing for persons with HIV/AIDS, persons with substance abuse, the elderly and persons with disabilities.
New Unit Production	The City's housing inventory is dominated by one, two, and three-bedroom units. While these are suitable for most, larger families, individuals, young couples, and retired couples may have trouble finding housing that fits within their budget.
Rehabilitation	Several neighborhoods in the City have a high number of homes in need of major rehabilitation.
Acquisition, including preservation	There are opportunities to improve the conditions and affordability of housing by the acquisition of vacant, deteriorating structures due to declining affordability of low income rental or ownership housing.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City uses multiple resources to carry out activities that benefit low and moderate-income persons. The City of Dalton receives an annual formula-based allocation from HUD. In Program Year (PY) 2019, the City of Dalton will receive \$399,838 in CDBG funding.

Anticipated Resources

Program	Source	Uses of Funds	Expec	ted Amount	Available Yea	r 1	Expected	Narrative
	of Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	Description
CDBG	Public- Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$399,838	\$0	\$0	CDBG	Public- Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Dalton	Government	Economic Development Neighborhood Improvements Public Facilities Public Services	Jurisdiction
Dalton-Whitfield Community Development Corporation	Non-profit Organization	Homelessness Non-homeless special needs Ownership Rental public services	Jurisdiction
The Dalton Housing Authority	Non-profit organizations	Low-Income Housing Rental Neighborhood improvements Public Facilities	Jurisdiction

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Strengths

The City of Dalton works closely and frequently with Community Housing Resources Corporation and the Dalton-Whitfield County Community Development Corporation and many of the Continuum of Care's members to address service needs and enhance coordination among local service providers. In order to enhance coordination with local service providers, Dalton staff attends CoC meetings and public housing tenant council meetings. The City of Dalton also supports the Dalton Housing Authority in support of affordable housing opportunities.

Gaps

Some well-intentioned nonprofit organizations and community organizations lack the financial capacity to provide services in an efficient and effective manner. The funding that the City of Dalton receives from the federal government is intended to supplement the operation of programs. Agencies are not able to expand services because funding is simply not available.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV				
Homeles	Homelessness Prevention Services						
Counseling/Advocacy	X	Χ					
Legal Assistance	X						
Mortgage Assistance	X	Χ					
Rental Assistance	X	Χ	X				
Utilities Assistance	X	Χ	X				
Stre	et Outreach Service	es					
Law Enforcement	X	Χ					
Mobile Clinics	X	Χ					
Other Street Outreach Services							
S	upportive Services						
Alcohol & Drug Abuse	X						
Child Care	X						
Education	X	Χ					
Employment and Employment	Х	Χ					
Training							
Healthcare	X	Χ	X				
HIV/AIDS	X	Χ	X				
Life Skills	Х	Х					
Mental Health Counseling	Х	Х					
Transportation	Х	Х					
Other							
Other							

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

While there are agencies in the area that provide homeless services and housing in Dalton, the City is limited on data that clearly documents homeless specific needs. The City continues to rely on the local nonprofits to supply the data they have available for homeless needs. The above chart was completed by the local United Way agency.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

A coordinated system between the City of Dalton and homeless service provider is essential to effectively serve the local community and end homelessness. Homeless systems and partners are often fragmented and uncoordinated leaving families to navigate different eligibility criteria and waitlists for shelter beds and housing programs. Often, various agencies are carrying out assessment and referral efforts on behalf of the same individuals adding additional strain to the system and duplicating efforts. A standardized and uniform assessment will lend itself to a more transparent system that targets the housing and other services. The main gap in this system is that this continuum of care is not associated with any resolute funding to tackle these issues.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City continues to work with service providers to identify gaps in services, any duplication of services, and attends regular meetings, that allow homeless service providers to more efficiently serve the homeless population. Additionally, providing a central intake and resource facility is an imperative part to the City's strategy to end homelessness.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rehabilitate Public Facilities	2019	2023	Non-Housing Community Development Needs	Countywide	Neighborhood Revitalization and Reinvestment	CDBG \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:Persons Assisted
2	Improve access to and quality of housing	2019	2023	Affordable housing	Citywide	Expand affordable housing opportunities	CDBG \$	Single Family Rehab: Units
3	Planning and administration	2019	2023	Administration	Citywide	Planning & administration	CDBG \$	Other: <u>1</u>
4	Provide public services	2019	2023	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	CDBG \$	Public Services for LMI Benefit: households

Table 52 – Goals Summary

OMB Control No: 2506-0117 (exp. 06/30/2018)

Goal Descriptions

1	Goal Name: Rehabilitate Public Facility						
	Goal Description: Rehabilitate existing public facilities to serve LMI households plus special needs and/or homeless individuals						
2	Goal Name: Improve access to and quality of housing						
2	Goal Description: Support rehabilitation of housing for low income households						
3	Goal Name: Planning and administration						
	Goal Description: Administrative and planning costs to operate the CDBG program successfully						
4	Goal Name: Provide public services						
	Goal Description: Provision of public services						

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Dalton does not receive HOME grant funds.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable

Activities to Increase Resident Involvements

Not applicable

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable

Plan to remove the 'troubled' designation

Not applicable

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SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City's housing market presents significant impediments to development of an adequate supply of affordable housing for low to moderate-income people. Loss of major manufacturing employment opportunities coupled with rising construction costs has created a significant barrier to affordable housing. The City's Analysis of Impediments (AI) to Fair Housing Choice (2019) examined a number of areas in which barriers to the development of affordable housing might exist. Barriers identified in the AI and over the course of the outreach for the development of this Consolidated Plan, include:

- Unavailability of code standard affordable housing for rental and homeownership limits housing choice for low income households, seniors and disable adults
- Commercial Businesses/Industrial Companies may have potential adverse environmental effects on safe affordable housing for residents
- Fear of borrowing money from banks
- Lack of fair housing education
- Inability of non-English speaking or limited English speaking persons to housing related information in their primary languages
- Lack of public transportation
- Lack of emergency, transitional, and supportive housing for homeless men, women, and children.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The strategies listed below are based on public outreach conducted over the course of the development of this Consolidated Plan as well as recommendations from the 2019 AI:

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates in and supports local efforts of the DWCDC and other local agencies in its initiatives and projects. Dalton will also continue to support organizations that assess the needs of the homeless to create a more robust social service system to address unmet needs. The DWCDC participates in the GA Balance of State Continuum of Care monthly meetings and coordinates services with CoC members. Over the next Consolidated Plan period, the City anticipates collaborating with various local nonprofits organizations to expand services for the homeless and at-risk of homelessness population.

The Georgia Balance of State Continuum of Care collaborates with non-profit organizations to analyze existing needs to assist in identifying funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the DWCDC, annually assesses the characteristics of the homeless population in City. This data allows the Continuum and the City to track the changing needs of the homeless. The City will continue support the efforts of the Continuum of Care in the preparation of the Point in Time Count.

Addressing the emergency and transitional housing needs of homeless persons

The City supports efforts of decreasing or ending homelessness in Dalton and supports the local Continuum of Care initiatives. Emergency needs for shelter are handled by the Georgia Balance of State Continuum of Care. The transitional housing needs of homeless persons are addressed below.

The City of Dalton does not receive its own ESG allocation and therefore relies on the allocation received by the agencies applying to the Georgia Balance of State Continuum of Care. These agencies are awarded funding for essential services and operations to emergency shelters and transitional housing facilities. These facilities provide shelter and services to citizens of Dalton to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near homeless by providing support for the following:

- Emergency housing and supportive services for homeless families and individuals;
- Developing transitional housing; and
- Preventing persons released from institutions from entering homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Georgia Department of Community Affairs (DCA) administers the Emergency Solutions Grant Program and oversee activities for homeless individuals and families in Dalton. DCA has identified rapid re-housing as a priority during the next Consolidated Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters.

The City of Dalton encourages collaboration with organizations to transition as many people as possible into permanent housing. The City also supports the implementation of a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short period of time, such as emergency food and shelter -- until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, it is important for agencies to eliminate duplication of effort by local agencies, both in intake and assessment procedures, and in subsequent housing and supportive services. The Homeless Management Information System (HMIS) can be improved with common intake forms, shared data, effective assessment instruments and procedures, and on-going coordination of assistance among community organizations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Continuum of Care has outlined its discharge policy for assisting persons aging out of foster care, and being release from health care facilities, mental health facilities, and correction facilities.

DWCDC receives an allocation from DCA to coordinate activities to prevent individuals and families from becoming homeless and to assist individuals/families regain stability in current housing or permanent housing. ESG program funds will be used for homelessness prevention which includes housing relocation and stabilization services and for short term (up to 3 months) or medium term (up to 24 months) rental assistance. A range of emergency shelter facilities and short-term services (food, clothing, and temporary financial assistance, transportation assistance) to meet a variety of family or individual circumstances is necessary to assist families in preventing homelessness. These facilities and services will be able to meet the needs of families with children, individuals, persons with special health problems, and other characteristics.

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SP-65 Lead based paint Hazards - 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Whitfield County Health Department educates the public on the hazards of lead-based paint and educates parents about protecting their children. In response to lead-based paint hazards and the limited resources available, the County and Dalton has planned a steady, long-term response in accordance with Federal lead-based paint standards, other applicable federal regulations, and local property standards in accordance with the State of Georgia requirements for Lead based Paint abatement.

Government assisted projects will include the completion of a lead-based paint inspection according to HUD and Environmental Protection Agency (EPA) guidelines. Policies and procedures for abatement of lead hazards have been established in Dalton.

How are the actions listed above related to the extent of lead poisoning and hazards?

The building inspection department for the City of Dalton and Whitfield County implements regulations that are in compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, known as Title X. Sections 1012 and 1013 of Title X amended the LBP Poisoning Prevention of 1971, the basic law covering LBP in Federally associated housing. Section 1018 of this law directed the Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) to require the disclosure of known information on LBP and hazards before the sale or lease of most housing built before 1978. In most cases related to lead poisoning of children, it has been through exposure to dust or debris from LBP. The Whitfield County Health Department maintains a list of all LBP cases for the City.

How are the actions listed above integrated into housing policies and procedures?

The City follows the policies and procedures of the local building inspection department.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Dalton will continue to increase its efforts to implement anti-poverty strategies over the next five years. The City will strive to increase its efforts in assisting homeowners and renters with housing rehabilitation and renovation of affordable housing to decrease the financial burden on low-to-moderate-income residents.

The City will continue to provide assistance to low and moderate income residents through the following initiatives:

- Provide assistance to nonprofit organizations;
- Continue to implement Section 3 policy as necessary.
- Continue to encourage nonprofit organizations to expand community development programs to incorporate job-training opportunities as a part of their operations.

Through the initiatives described above, and in cooperation with the agencies and nonprofit organizations noted, the City will continue to assist low and moderate-income residents of Dalton over the next five years.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City will use CDBG funding to support public service activities and facilities that seek to reduce poverty through training, individual case management, and employment opportunities. The City will also partner with nonprofit agencies in support of affordable housing, work and employment opportunities. The City funds the maximum CDBG public service of 15% each funding year to assist with these activities.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that each recipient of CDBG funds operates in compliance with applicable federal laws and regulations, Dalton implements a monitoring strategy that closely reviews subrecipient activities and provides extensive technical assistance to prevent potential compliance issues.

Each program year, Dalton prepares a risk analysis matrix for monitoring all appropriate subrecipients. This risk analysis closely mirrors the Community Planning and Development [CPD] Notice 14-04, issued March 1 2014, which delineates the relevant factors to monitor in order to determine the risk level for grantees or its subrecipients. Once projects have been approved and subrecipients have been issued subrecipient agreements, staff members complete a risk analysis worksheet that reviews financial capacity; overall management; planning capacity and meeting HUD national objectives. Each subrecipient is graded and their score reflects one of three categories: low risk [0-30 points]; moderate risk [31-50 points]; and high risk [51-100 points]. The city determines its annual monitoring strategy based on the number of moderate to high risk subrecipients.

As a general rule, staff monitors (on-site) all moderate and high risk subrecipients on an annual basis, typically in the third or fourth quarter of each program year. Conversely, the low-risk subrecipients are monitored on-site every other program year during the same time frame, and desk reviews are conducted throughout the year. Staff closely monitors performance expectations of subrecipients [timeliness and productivity] in line with the new performance measurement system initiated by HUD.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Dalton receives a direct allocation of Community Development Block Grant funds. The City is responsible for administration of the CDBG program in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. These funding sources are expected to be available over the next five years.

The PY2018 budget, not including program income, is an estimate of the funding received in PY2018, because the exact budget amount for these entitlement programs have not been approved by Congress. The anticipated amount for each program is CDBG (\$399,838). The City does not anticipate receiving any program income during the next Plan year.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available Year 1				Expected	Narrative
	of Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	Description
CDBG	Public- Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$399,838	\$0	\$0	\$399,838	\$1.999.190	CDBG funding will address housing, community development and economic development needs in the City. Agencies will leverage CDBG funds with other public social service dollars and private donations.

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The federal funding listed above is funding which is received annually to support activities outlined in this Plan. Although there are no guarantees of this funding, particularly in the current budget environment, the City has historically received these funds and expects to continue to receive CDBG funds for the period covered by this Plan. The City will continue to encourage leveraging of federal funds

to increase services to residents. The nonprofit organizations funded have the financial capacity through foundations and fundraising campaigns to leverage CDBG funds and expand their services to benefit more low and moderate-income persons.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Not applicable

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rehabilitate Public Facilities	2019	2023	Non-Housing Community Development Needs	Countywide	Neighborhood Revitalization and Reinvestment	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:Persons Assisted
2	Improve access to and quality of housing	2019	2023	Affordable housing	Citywide	Expand affordable housing opportunities	\$	Single Family Rehab: Units
3	Planning and administration	2019	2023	Administration	Citywide	Planning & administration	\$	Other: <u>1</u>
4	Provide public services	2019	2023	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	\$	Public Services for LMI Benefit: households

Table 54 – Goals Summary

Goal Descriptions

	Goal Name: Improve access to public facilities					
1	Goal Descriptions: Eliminate threats to public health and safety to include water/sewer improvements, flood/drainage improvements, sidewalks, street improvements, and other infrastructure improvements					
	Goal Name: Improve access to and quality of housing					
2	Goal Description: Support rehabilitation of housing for low income households					
3	Goal Name: Planning and administration					
	Goal Description: Administrative and planning costs to operate the CDBG program successfully					
4	Goal Name: Provide public services					
4	Goal Description: Provision of public services					

Projects

AP-35 Projects – 91.220(d) Introduction

Projects



Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority CDBG funding areas in Dalton include areas where the percentage of low to moderate income (LMI) persons is 51% or higher. The City defines "area of minority concentration" and "area of low-income concentration" as those census tracts that have concentrations of minority populations or low-income populations, respectively, statistically and significantly larger than the minority or low-income population for the City as a whole. For the purposes of this Annual Plan, "Minority concentration" is defined as those tracts with greater than 51% low and moderate income.

Racially and Ethnically Concentrated Areas of Poverty

In addition to accessing residential patterns of protected classes, this section uses a methodology developed by HUD to identify racially and/or ethnically concentrated areas of poverty (RCAP/ECAPs). HUD defines an RCAP/ECAP as a census tract with an individual poverty rate of 40% or greater (or an individual poverty rate at least 3 times that of the tract average for the metropolitan area, whichever is lower) and a non-White population of 50% or more. According to the HUD GIS data and the 2009-2013 American Community Survey, the City of Dalton does not have any areas of concentrated poverty.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	80%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons. A portion of CDBG funds will be used for the rehabilitation and renovation of single-family homes in low-income neighborhoods to improve the housing conditions within those neighborhoods. This method of allocation will enable the City to serve the most disadvantaged residents given the limited funding available.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

A portion of the City's CDBG funds will be allocated to rehabilitate existing housing units. The special needs population will be served through local service providers. The homeless population will be served through the Continuum of Care. The goals below are estimates based on the 2019 program year.

One Year Goals for the Number of Households to be Supported			
Homeless	0		
Non-Homeless	25		
Special-Needs	0		
Total	25		

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through				
Rental Assistance	0			
The Production of New Units	0			
Rehab of Existing Units	10			
Acquisition of Existing Units	0			
Total	10			

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage any public housing. The Dalton Housing Authority is a separate legal entity that oversees public housing within the City's jurisdiction.

Actions planned during the next year to address the needs to public housing

Not Applicable

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City of Dalton will continue to work closely with agencies affiliated with the Georgia Balance of State CoC. Dalton and the CoC will prioritize families who have received a summons for eviction. In Georgia, the highest predictor of homelessness is a summons for eviction. We know that once a household lands in eviction court, the landlord will be granted relief and will place a lock on the door, retaining all possessions, usually immediately after court. Other risk factors include a history of instability and a dramatic change in income. In the next cycle of ESG funding, the Georgia Balance of State CoC will prioritize individuals and families seeking rapid rehousing and homelessness prevention in coordinated entry. Our hope is that prevention dollars can be used for households most in need and reduce the number of households who fall into homelessness.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates in and supports the local COC and its initiatives and projects. Dalton will also continue to support organizations that assess the needs of the homeless to create a more robust social service system to address unmet needs. The city collaborates with various agencies that participate in the Continuum of Care regular meetings and coordinates services with CoC members. Over the next Consolidated Plan period, the City anticipates collaborating with various local nonprofits organizations to expand services for the homeless and at-risk of homelessness population.

The Georgia Balance of State Continuum of Care collaborates with non-profit organizations to analyze existing needs to assist in identifying funding gaps and other gaps in services. The Homeless Point in Time Count, organized by the Dalton Whitfield Community Development Corporation, annually assesses the characteristics of the homeless population in City. This data allows the City to track the changing needs of the homeless. The City will continue support the efforts in the preparation of the Point in Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City supports efforts of decreasing or ending homelessness in the City of Dalton and supports the local Continuum of Care's initiatives. Emergency needs for shelter are handled by local

agencies receiving funding through the Georgia Balance of State Continuum of Care. The transitional housing needs of homeless persons are addressed below.

The City of Dalton does not receive its own ESG allocation and therefore relies on the allocation received by the State. The Department of Community Affairs provides ESG funding for essential services and operations to emergency shelters and transitional housing facilities. These facilities provide shelter and services to citizens of Dalton to include homeless families, single men and women, and survivors of domestic violence. The City supports increasing housing options and self-sufficiency for the homeless and near homeless by providing support for the following:

- Emergency housing and supportive services for homeless families and individuals;
- Developing transitional housing; and
- Preventing persons released from institutions from entering homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Georgia Department of Community Affairs (DCA) administers the Emergency Solutions Grant Program and oversee activities for homeless individuals and families in Dalton. DCA has identified rapid re-housing as a priority during the next Consolidated Plan period. Obtaining permanent housing for homeless individuals and families will shorten the length of time spent in emergency and transitional shelters. According to the most recent Point in Time Count (PIT) of homeless persons in Dalton conducted on January 26, 2016, 320 persons in the City of Dalton were sleeping in either emergency or transitional shelters; and 207 persons were unsheltered.

The City of Dalton encourages collaboration with organizations to transition as many people as possible into permanent housing. The City also supports the implementation of a referral and case management system with the tools to direct the homeless to appropriate housing and services. Some families or individuals may require only limited assistance for a short period of time, such as emergency food and shelter -- until a first paycheck is received or a medical emergency is past. Others, however, will require more comprehensive and long-term assistance, such as transitional housing with supportive services and job training. Due to limited resources, it is important for agencies to eliminate duplication of effort by local agencies, both in intake and assessment procedures, and in subsequent housing and supportive services. The Homeless Management Information System (HMIS) can be improved with common intake forms, shared data, effective assessment instruments and procedures, and on-going coordination of assistance among community organizations.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Continuum of Care has outlined its discharge policy for assisting persons aging out of foster care, and being release from health care facilities, mental health facilities, and correction facilities.

DWCDC receives an allocation from DCA to coordinate activities to prevent individuals and families from becoming homeless and to assist individuals/families regain stability in current housing or permanent housing. ESG program funds will be used for homelessness prevention which includes housing relocation and stabilization services and for short term (up to 3 months) or medium term (up to 24 months) rental assistance. A range of emergency shelter facilities and short-term services (food, clothing, and temporary financial assistance, transportation assistance) to meet a variety of family or individual circumstances is necessary to assist families in preventing homelessness. These facilities and services will be able to meet the needs of families with children, individuals, persons with special health problems, and other characteristics.

Discussion

OMB Control No: 2506-0117 (exp. 06/30/2018)

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City conducted its Analysis of Impediments to Fair Housing Choice (AI) in 2019 as part of that process the City and its stakeholders who participated in the process identified several contributing factors that create barriers to affordable housing and opportunities. A detailed description of these contributing factors can be found in the 2019 AI (accessed from the City of Dalton website) and highlights are listed below:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion:

Goal 1: Lack of Affordable Housing for Dalton Residents - Promote the development and rehabilitation of various types of housing that is affordable to lower income households.

Strategies: In order to address this goal, the following activities and strategies should be undertaken:

- Continue to support and encourage plans from both private developers and non-profit housing agencies to develop, construct, and/or rehabilitate affordable housing in the City.
- Survey the existing residential, mixed-use residential/commercial, and vacant structures to better utilize space for additional housing.
- Develop a housing rehabilitation program with low-interest loans/grants in lower-income neighborhoods where there is the highest percentage of vacant and deteriorated housing.

Goal 2:

Inadequate fair housing education and awareness in community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Strategies: In order to address this goal, the following activities and strategies should be undertaken:

- Outline the procedures and process to report or file a fair housing complaint.
- Publicize the procedures and process in the local newspaper; post in public buildings, social service agencies' offices, and print out fliers to pass out.
- Develop opportunities to educate tenants, landlords, sellers, and mortgage brokers.
- Review and improve the rate of underwriting approval for minorities and persons of Hispanic origins in mortgage loan approvals as evidenced by the Home Mortgage Disclosure Act (HMDA) data.
- All essential documents, forms, and directions should be printed in English and Spanish, and a reference sheet in multiple languages should be attached to inform non-English speaking persons who to contact.

AP-85 Other Actions - 91.220(k)

Introduction:

The Strategic Plan addresses the issue of meeting underserved needs through a variety of initiatives. Several of these initiatives are proposed for funding in this Annual Plan. As has been the situation in the past and most likely in the future the primary obstacle to these actions is a lack of funding.

Actions planned to address obstacles to meeting underserved needs

To help remove obstacles to meeting underserved needs and improve service delivery, Dalton along with the Georgia Balance of State CoC will support the expansion of HMIS technology beyond homeless service providers to link the various categories of services provided by CoC members and standardize performance measures. Dalton will also review and analyze the work of its various departments and divisions to find opportunities for collaboration between similar programs.

Actions planned to foster and maintain affordable housing

Affordable housing will be maintained and encouraged by the introduction of a minor home repair program to assist low income families with remaining in their homes. To promote affordable housing and fair housing choice, the City will encourage and support fair housing rights for all and provide program funds to conduct outreach and education regarding the Fair Housing Law act of 1968.

Actions planned to reduce lead-based paint hazards

Dalton through the Georgia State Department of Health educates the public on the hazards of lead-based paint and educates parents about protecting their children. In response to lead-based paint hazards and the limited resources available, the City has planned a steady, long-term response in accordance with Federal lead-based paint standards, other applicable federal regulations, and local property standards. Government assisted housing rehabilitation projects will include the completion of a lead-based paint inspection according to HUD and Environmental Protection Agency (EPA) guidelines.

Actions planned to reduce the number of poverty-level families

Current programs that are designed to assist households with incomes below poverty level are provided by several local nonprofits. The City will continue to direct residents to these agencies for antipoverty assistance programs. The City's highest poverty levels correspond with the

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target areas for CDBG funding. In the past, the City funded some of the nonprofits for housing needs and will continue in the future.

The Antipoverty Strategy section of the Con Plan is to use CDBG funding to support public service activities and facilities that seek to reduce poverty through training, individual case management, and employment opportunities. The City will also partner with nonprofit agencies in support of affordable housing, work and employment opportunities.

Actions planned to develop institutional structure

The Finance Department manages all aspects of the grant programs perform in a concerted manner. The department recognizes the need to maintain a high level of coordination on projects involving other City departments, County departments, and/or non-profit organizations. This collaboration guarantees an efficient use of resources with maximum output in the form of accomplishments.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Dalton will continue to work with a broad cross-section of public, private, faith-based, and community organizations to identify the needs of its citizens. Dalton will seek opportunities to participate in collaborative groups to streamline the actions of public service agencies to improve the lives of all persons in the city. These groups address a broad range of needs for families including homelessness, public safety, workforce development, literacy, and allocation of other resources. The creation of such an entity will allow local non-profit organizations to focus their efforts collectively and to avoid duplication of services within the City.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0			
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0			
3. The amount of surplus funds from urban renewal settlements	\$0			
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0			
5. The amount of income from float-funded activities	\$0			
Total Program Income	\$0			
Other CDBG Requirements				
1. The amount of urgent need activities	\$0			

Appendix - Alternate/Local Data Sources

No alternate/local data was used in the development of this plan.



2019 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

CITY OF DALTON

PREPARED BY BLULYNX SOLUTIONS
APRIL 20, 2018

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Executive Summary

Background

The City of Dalton, as an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) is required to submit certification of affirmatively furthering fair housing. This certification has three elements and requires that the City:

- 1. Complete an Analysis of Impediments to Fair Housing Choice (AI);
- 2. Take actions to overcome the effects of any impediments identified; and
- 3. Maintain records reflecting the actions taken in response to the analysis.

HUD describes impediments to fair housing choice in terms of their applicability to local, state and federal law. The federal Fair Housing Act defines impediments as:

Any actions, omissions or decisions taken because of race, color, religion, sex, national origin, familial status, and mental or physical disability which restrict housing choices or the availability of housing choice.

The AI process involves a thorough examination of a variety of sources related to housing, affirmatively furthering fair housing, the fair housing delivery system and housing transactions, particularly for persons who are protected under fair housing law. AI sources include census data, employment and income information, federal and state fair housing complaint information, surveys of housing industry experts and stakeholders, and related information found in the public domain.

An Al also includes an involved public input and review process via direct contact with stakeholders, public forums to collect input from citizens and interested parties, distribution of draft reports for citizen review, and formal presentations of findings and possible actions to overcome the identified impediments.

Research Methodology

The 2019 City of Dalton Analysis of Impediments to Fair Housing Choice offers a thorough examination of a variety of sources related to housing, such as demographic change, economic influences, and the state of the housing market, but also information pertaining to affirmatively furthering fair housing, the state of the fair housing delivery system and housing transactions affecting people throughout Dalton. This information was collected and evaluated through four general approaches:

- 1. Primary Research the collection and analysis of raw data that did not previously exist.
- 2. Secondary Research the review of existing data and studies.

- 3. Quantitative Analysis the evaluation of objective, measurable and numerical data.
- 4. *Qualitative Analysis* the evaluation and assessment of subjective data, such as people's beliefs, feelings, attitudes, opinions and experiences.

Some of the baseline secondary and quantitative data providing a picture of the city's housing marketplace were drawn from the 2010 census and intercensal estimates. These data included population, personal income, poverty estimates, housing units by tenure, cost burdens, and housing conditions. Other data were drawn from records provided by the Bureau of Economic Analysis, the Bureau of Labor Statistics and a variety of other sources. The narrative below offers a brief description of other key data sources employed for the 2019 Dalton AI.

Community Engagement

 Stakeholder Surveys in conjunction with this Analysis- a survey was designed to collect information from community stakeholders. These surveys were distributed in hard-copy format and were also hosted online through SurveyMonkey.com to provide an alternative means of response.

The Fair Housing Survey was designed to collect input from a broad spectrum of the community and received responses from City of Dalton residents and non-residents. The survey consisted of 32 distinct questions, allowing a mixture of both multiple choice and open-ended responses. In all, there were 31 responses to this survey, though not every question was answered by every respondent. As a result, where a percentage of survey respondents are cited in this Analysis, it refers only to the percentage of respondents to the question being discussed and may not be a percentage of the full 31 survey respondents.

Surveys were received over from March 1, 2019 to May 1, 2019. Paper surveys received were manually entered by the Survey Administrator into Survey Monkey for tabulation and analysis. To prevent "ballot stuffing", the Survey Monkey software bars the submission of multiple surveys from a single IP address. The link to the online survey was distributed through various email distribution lists.

Stakeholder Interviews – Key groups of community stakeholders were identified, contacted, and interviewed as part of this Analysis. These stakeholders included representatives of nonprofit organizations (especially nonprofit housing developers), municipal officials, City of Dalton staff, fair housing advocates, members of City Council, and homeless service providers. Other stakeholders not belonging to any of these groups were occasionally interviewed as dictated by the course of research carried out for this Analysis.

• Public Meeting – A public meeting was held to provide a forum for City of Dalton residents and other interested parties to contribute to this Analysis held on Thursday, March 21, at 2:00pm at the Mack Gaston Community Center for residents to attend. This meeting was advertised via flyers distributed by the City of Dalton using its various mailing distribution lists. Local libraries and nonprofits receiving the posters were asked to print and post or distribute them as appropriate. The format of these meetings ranged from small-group roundtable discussions to moderated forums. Notes were taken of the public comments at all meetings.

Overview of Findings

Demographic Overview

This section presents demographic and economic information collected from the Census Bureau, the Bureau of Economic Analysis, the Bureau of Labor Statistics, and other sources. Data was used to analyze a broad range of socioeconomic characteristics, including population growth, age, employment, income, poverty, and health care access and status. Ultimately, the information presented in this section helps illustrate the underlying conditions that have shaped housing market behavior and housing choice in the study area.

To supplement 2010 census data, information for this analysis was also gathered from the Census Bureau's American Community Survey (ACS). The ACS data covers similar topics as the decennial counts, but also includes data not appearing in the 2010 census such as household income and poverty. The key difference in these datasets is that ACS data represents samples as opposed to a 100 percent count; however, population distributions from the ACS data can be compared to those from the census.

According to the 2017 ACS 5-year estimates, the City of Dalton had a total population of 33,540, which represented a 1% increase since 2010. The City's racial makeup consisted of 82% White, 8% Black or African American, 6% identified as some other race and less than .01% of the City of Dalton's population identified as Asian, Native American, Pacific Islanders, or as belonging to two or more races. The City's ethnic makeup consisted of 51% of the populations identifying as Hispanic or Latino of any race.

Labor Force and Total Employment

Data regarding the labor force, defined as the total number of persons working or looking for work and employment, as gathered from the decennial census and American Community Survey estimates in 2017, 21% of people 25 years and over had a high school diploma or equivalency and 18% had a bachelor's degree or higher. Thirty-three percent were not enrolled in school and had not graduated from high school.

Employment Status and Type of Employer

In the City of Dalton, 56% of the population 16 and over were employed; 36% were not currently in the Labor force. Eighty-nine percent of the people employed were private wage and salary workers; 7% were federal, state, or local government workers; and 4% were self-employed in their own (not incorporated) business.

Unemployment Rates in City of Dalton

According to the Bureau of Labor Statistics, City of Dalton unemployment rates were typically below national and regional averages in the time between 2013 and 2017. City of Dalton experienced an increase in unemployment, due to the recession from 2007-2009 and unemployment rates averaged 12.9% in 2009 and 13% in 2010. However, unemployment rates have steadily declined and are 5% as of December 2018, an 8% decrease since 2010.

Racially and Ethnically Concentrated Areas of Poverty

Racially and ethnically-concentrated areas of poverty (R/ECAPs), according to HUD's established thresholds, in 2010. These tracts have a non-white population that is greater than or equal to 50% and meet either of the following poverty criteria: the poverty rate of a tract is 1) higher than 40% or 2) more than three times the average poverty rate of tracts in the metropolitan area. The racial/ethnic threshold is lowered to 20% for tracts located outside of metropolitan/micropolitan areas. HUD used component data from the decennial census (2010) and the American Community Survey (2009-2013) to determine which geographies met R/ECAP criteria in 2010.

Housing by Tenure

Housing by Tenure According to the U.S. Census, the number of housing units in Dalton has decreased by 2.8% from 13,132 in 2010 to 12,862 in 2017. The City's vacancy rate also decreased from 18.8% in 201010.8% in 2017. Including vacant units in 2017, the City of Dalton contained4,646owner-occupied units (41.4%), 6,578renter-occupied units (58.6%), and 1,638 vacant units (12.7%).

Home Mortgage Disclosure Act (HMDA) Data and Analysis

To examine possible fair housing issues in the home mortgage market, Home Mortgage Disclosure Act (HMDA) data were analyzed. The HMDA was enacted by Congress in 1975 and has since been amended several times. It is intended to provide the public with loan data that can be used to determine whether financial institutions are serving the housing credit needs of their communities and to assist in identifying possible discriminatory lending patterns. HMDA requires lenders to publicly disclose the race, ethnicity, and sex of mortgage applicants, along with loan application amounts, household income, the Census tract in which the home is located, and information concerning prospective lender actions related to the loan application. For this analysis, HMDA data from 2015 through 2017 was analyzed, with the measurement of denial rates

by Census tract and by race and ethnicity of applicants the key research objectives. These data were also examined to identify the groups and geographic areas most likely to encounter higher denial rates and receive loans with unusually high interest rates.

Among the tracts analyzed, there were 365 loan applications submitted for purchase, refinancing, improvement of owner-occupied homes, and FHA/VA loans. Of this total, 306 (83.3%) of all applications were denied. Our analysis will focus largely on the characteristics of those applications that were denied.

Fair Housing Enforcement, Outreach Capacity, and Resources

The Federal Fair Housing Act refers to Title VIII of the Civil Rights Act of 1968. This Act protects individual's right to rent an apartment, buy a home, obtain a mortgage, or purchase homeowners insurance free from discrimination based on: race, color, national origin, religion, sex, familial status, and disability.

Region IV of the Office of Fair Housing and Equal Opportunity (FHEO) receives complaints by households regarding alleged violations of the Fair Housing Act for cities and counties throughout Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee. The mission of the FHEO is to protect individuals from employment, housing, and public accommodation discrimination, and hate violence. To achieve this mission, the FHEO maintains databases of and investigates complaints of housing discrimination, as well as complaints in the areas of employment, housing, public accommodations, and hate violence. According to HUD FHEO no complaints have been filed in the last five years for the City of Dalton.

Impediments & Suggested Actions

The City of Dalton has identified impediments to fair housing choice and recommendations for specific actions that the City could take to reduce or remove those impediments. This section will review any current impediments identified through this 2019 study, discuss the issues related to the impediments and their impact on members of the protected classes and the community, and provide recommendations to the City.

The recommendations will consist of both reactive and proactive actions to address the impediments and ultimate acceptance and implementation of any or all recommendations will be done by the City's governing Council. This section will also review the impediments and action plan identified in the City's prior 2014 Al and the status of fair housing activities and whether the impediments then still need addressing.

One of the main implications of the July 2013 Proposed Fair Housing Rule is more of a focus on "affirmatively furthering fair housing" activities in the Consolidated Plan process. Fair housing planning will become one of the factors in setting Consolidated Plan priorities and how resources are to be committed including fair housing activities. Many of the recommendations contained in this report are based on a proactive or "affirmative" approach that reflects the goals and objectives of the proposed Fair Housing Rule up to its becoming a final rule.

In order to develop a viable implementation plan, the City may view the recommendations as a framework for addressing the impediments and a guide to facilitate further community dialogue, research, feasibility testing, and fair housing action planning.

Update to 2014 Previous Impediments and Recommendations

The City of Dalton's 2014 Al identified two (2) impediments to fair housing choice and provided recommendations for specific actions that the City could take to reduce or remove those impediments. This section will review the impediments and action plan identified in the City's 2014 Al and the status of those impediments.

Previous Impediment #1: Lack of Public Transportation

Planned Action/Goal #1: Continue to work with Whitfield review transportation planning efforts to advocate public infrastructure improvements that align with the goal of expanding housing choice.

Timeline: Annually, beginning FY 2014

Current status: The City is currently maintaining its efforts to review transportation planning for with the County.

Updated Recommendation(s): This impediment will continue to be addressed with the actions of the City and communication efforts will be maintained in the future.

Previous Impediment #2: Lack of Fair Housing Education

Planned Action/Goal #2: Annually reserve a portion of CDBG public service funding to be awarded as a competitive Fair Housing Grant to an organization that will carry out a comprehensive fair housing testing program in the City.

Timeline: Annually, beginning FY 2014

Current status: The City has awarded previous CDBG public service funds to local organizations to undertake Fair Housing Activities.

Updated Recommendation(s): This impediment has been addressed with the actions of the City. However, it is recommended that these activities should be held annually in the future.

Current 2019 Impediments and Recommendations

Impediment 1: Lack of affordable housing for Dalton residents.

Action: Increase the production and preservation of affordable housing units.

Recommendation

The City should increase the supply of affordable housing for renters and homeowners by supporting the development of inclusive housing projects by leveraging federal, state, and local public funding with private sector funding.

Status: The review of CHAS data and an analysis of housing affordability in the City of Dalton indicates that there is a shortage in the supply of affordable housing units for both owners and renters and that minorities are disproportionately impacted by housing cost burden as a result of economic pressures and other external conditions. In recent years, public funding, including CDBG funds have been declining and in order to increase the number of affordable housing units, the City shall work towards leveraging, as much as possible, with private sector funds and other government funds to increase the variety and affordability of housing suitable for different types of households.

Impediment 2: Inadequate fair housing education and awareness in community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Action: Continue fair housing education and outreach and expand opportunities for fair housing training for underrepresented populations such as Asian Americans, persons with disabilities including the hearing impaired, the Lesbian, Gay, Bisexual, and Transgender (LGBT) community, and persons with LEP.

Recommendation

The City of Dalton should expand its fair housing education and outreach efforts to groups that are underrepresented in its pool of clients to help continue to keep the public informed of their rights and specifically targeting more efforts in minority areas.

Status: As part of the AI process, the City sought the input from several minority populations that are underrepresented groups. The City has also increased its outreach to minority populations especially persons of Hispanic/Latino ethnicity and the elderly. The City will also continue to increase education and awareness of the CDBG Program through partnerships with agencies that represent individuals and families with LEP.

Introduction

Title VIII of the 1968 Civil Rights Act, also known as the federal Fair Housing Act, made it illegal to discriminate in the buying, selling or renting of housing because of a person's race, color, religion or national origin. Sex was added as a protected class in the 1970s. In 1988, the Fair Housing Amendments Act added familial status and disability to the list, making a total of seven federally protected classes. Federal fair housing statutes are largely covered by the following three pieces of U.S. legislation:

- The Fair Housing Act,
- The Housing Amendments Act, and
- The Americans with Disabilities Act.

State or local governments may enact fair housing laws that extend protection to other groups as well. For example, the Texas Fair Housing Act, protects individual's right to rent an apartment, buy a home, obtain a mortgage, or purchase homeowners insurance free from discrimination based on: race, color, national origin, religion, sex, familial status, and disability.

Why Assess Fair Housing?

Provisions to affirmatively further fair housing are long-standing components of HUD's housing and community development programs. These provisions flow from Section 808(e) (5) of the Federal Fair Housing Act, which requires that the Secretary of HUD administer HUD's housing and urban development programs in a manner that affirmatively furthers fair housing.

In 1994, HUD published a rule consolidating plans for housing and community development programs into a single preparation: the Consolidated Plan for Housing and Community Development. This document incorporates the plans for original consolidated programs, including Community Development Block Grants (CDBG). As a part of the consolidated planning process (24 CFR 91), states and entitlement communities receiving such funds as a formula allocation directly from HUD are required to submit to HUD certification that they are affirmatively furthering fair housing. This certification has three parts and requires:

Conducting an Analysis of Impediments to Fair Housing Choice (AI);

- Taking appropriate actions to overcome the effects of any impediments identified through the analysis; and
- Maintaining records reflecting the analysis and actions taken.

HUD interprets these three certifying elements to entail:

- Analyzing and working to eliminate housing discrimination in the jurisdiction;
- Promoting fair housing choice for all people;
- Providing opportunities for racially and ethnically inclusive patterns of housing occupancy;
- Promoting housing that is physically accessible to, and usable by, all people, particularly individuals with disabilities; and
- Fostering compliance with the nondiscrimination provisions of the Fair Housing Act.

On July 16, 2015, the Affirmatively Furthering Fair Housing (AFFH) Final Rule was published providing program participants with an approach to more effectively and efficiently incorporate into the planning process the duty of affirmatively furthering the policies of the Fair Housing Act. The purpose of this rule was to refine the prior analysis of impediments approach by replacing it with a fair housing assessment tool that would better inform HUD program participants' planning process and assist them in fulfilling the statutory obligation. Per the AFFH Rule, no Assessment of Fair Housing (AFH) will be due before the publication of the Assessment Tool applicable to the program participant. In addition, HUD must provide a minimum of nine (9) months after publication of the Assessment Tool when setting the deadline for submission of the AFH.

On Friday, January 5, 2018, HUD published Federal Notice Document 2018-00106, titled: <u>Affirmatively Furthering Fair Housing: Extension of Deadline for Submission of Assessment of Fair Housing for Consolidated Plan Participants</u>. This notice advises that HUD is extending the deadline for submission of an Assessment of Fair Housing (AFH) by local government consolidated plan program participants to their next AFH submission date that falls after October 31, 2020. Per the guidance, the City of Dalton will continue to meet the obligation of affirmatively furthering fair housing by conducting an Analysis of Impediments to Fair Housing Choice.

Purpose of This Research

Thus, the purpose of the 2019 City of Dalton Analysis of Impediments to Fair Housing Choice is to research, analyze and identify prospective impediments to fair housing choice and to suggest actions that the City can consider in working toward eliminating, overcoming or mitigating the identified impediments.

Community Participation Process

The City of Dalton Community Development Department implemented a robust outreach strategy to inform residents of the Affirmatively Furthering Fair Housing process and to reaffirm its commitment to community engagement and outreach throughout its program activities. The

City of Dalton Community Development Department sought to gather input from residents on housing an opportunity issues through a number of strategies to engage a range of community stakeholders and residents.

Community participation was received through several methods during the Analysis of Impediments process. Local organizations and members of the public provided input on Fair Housing through:

- Stakeholder Interviews
- Flyers
- Surveys

Stakeholder Interviews – Key groups of community stakeholders were identified, contacted, and interviewed as part of this Analysis. These stakeholders included representatives of nonprofit organizations (especially nonprofit housing developers), City of Dalton staff, fair housing advocates, and homeless service providers. Other stakeholders not belonging to any of these groups were occasionally interviewed as dictated by the course of research carried out for this Analysis.

A series of stakeholder interviews were conducted with organizations that are active in housing, community development, fair housing and public service activities in Dalton.

Interviews that could not be conducted in person were conducted over the phone. Interviews were held at the Community Development Office and other community based offices to ensure a time and place that was convenient. The goal of these interviews was to go beyond the quantitative data to gain perspective on the community development challenges and impediments to fair housing from a wide array of non-profit developers and service providers. Stakeholders were asked about the community assets, challenges, and needs across the City. These leaders were then asked to provide their input of fair housing challenges identified in the most recent Analysis of Impediments and actions the city could potentially take to address impediments moving forward.

Led by professional facilitators, the focus groups sought input from residents throughout the city, including Spanish-speaking residents and residents with disabilities. To recruit participants for these focus groups, the City used leaders from various stakeholder organizations to initially reach out to potential attendees.

In an online or paper survey the respondent can only answer the questions asked by choosing from the answers offered. To get a deeper sense of the individual experiences of Dalton residents, the City conducted a focus group with public housing residents. The input was robust and plentiful and provided a deep discussion of some of the issues in public housing.

Stakeholder Surveys - a survey was designed to collect information from community stakeholders. The survey was developed in both English and Spanish as a majority of the population speaks Spanish as their first language. The survey was primarily advertised online through email distribution lists to all local stakeholders, city staff, housing authority staff, and citizens to garner input on Fair Housing issues. Survey Monkey, an online survey repository hosted the survey online.

City of Dalton recognized that not every citizen has access to a computer at home and that many citizens accessed computers at libraries and at neighborhood-based computer labs. To reach that population, the City developed fliers to advertise the survey and upcoming meetings. Additionally, the survey was also distributed onsite at the local health departments, the library, and other community centers in a paper format to engage those captive audiences.

The survey was designed to collect input from a broad spectrum of the community and received responses from City of Dalton residents and non-residents. The survey consisted of 32 distinct questions, allowing a mixture of both multiple choice and open-ended responses. In all, there were 31 responses to this survey, though not every question was answered by every respondent. As a result, where a percentage of survey respondents are cited in this Analysis, it refers only to the percentage of respondents to the question being discussed and may not be a May 1, 2019. Paper surveys received were manually entered by the Survey Administrator into SurveyMonkey for tabulation and analysis. To prevent "ballot stuffing", the Survey Monkey software bars the submission of multiple surveys from a single IP address. The link to the online survey was distributed through various email distribution lists.

Public Meeting – A public meeting was held to provide a forum for City of Dalton residents and other interested parties to contribute to this Analysis A public meeting was held to provide a forum for City of Dalton residents and other interested parties to contribute to this Analysis held on Thursday, March 21, at 2:00pm at the Mack Gaston Community Center for residents to attend. providing a variety of options for residents to attend and offer input.

These meetings were advertised via flyers distributed by the City of Dalton using its various mailing distribution lists. Local libraries and nonprofits receiving the posters were asked to print and post or distribute them as appropriate. The format of these meetings ranged from small-group roundtable discussions to moderated forums. Notes were taken of the public comments at all meetings.

COMMUNITY PROFILE

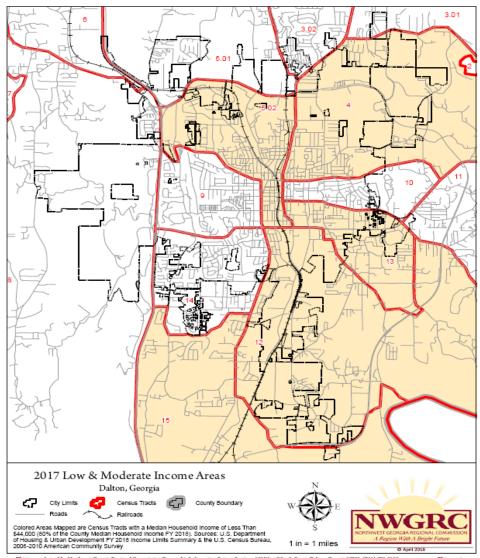
Introduction

The 2010 U.S. Census represents the most recent data from the U.S. Census, and that data is used for this report when possible and available. Some areas of data-gathering, however, requires use of the American Community Survey (ACS) which provides most informational items as the decennial Census, but not always at the lowest geographic levels. The ACS is an ongoing statistical survey that is annually conducted by the United States Census Bureau. The survey gathers information previously contained only in the long form of the decennial census.

The 2010 Census, American Community Survey, in addition to a variety of other highly regarded

data sources were utilized for the preparation of this report, including Home Mortgage Disclosure Act (HMDA) data; Community Reinvestment Act (CRA) reports; RealtyTrac data service. Overall, the data paint a revealing and fair portrait of the community and housing conditions therein.

The City of Dalton includes 18 census tracts. Of those tracts, 6 meet the HUD definition of low to moderate income census areas. The map reflects the Dalton census tract boundaries, and low to moderate income census areas as defined by HUD.



This is a groduct of the Northwest Georgia Regional Commission Geographic Information System Services, 503 West Wangli Steed, Dallon, Geogra 307 30, (706) 272-2300, www.mwgc.org. This map is a product of the Northwest Georgia 307 30, (706) 272-2300, www.mwgc.org. This map is a process

Demographic Overview

This section presents demographic and economic information collected from the Census Bureau, the Bureau of Economic Analysis, the Bureau of Labor Statistics, and other sources. Data was used to analyze a broad range of socioeconomic characteristics, including population growth, age, employment, income, poverty, and health care access and status. Ultimately, the information presented in this section helps illustrate the underlying conditions that have shaped housing market behavior and housing choice in the study area.

To supplement 2010 census data, information for this analysis was also gathered from the Census Bureau's American Community Survey (ACS). The ACS data covers similar topics as the decennial counts, but also includes data not appearing in the 2010 census such as household income and poverty. The key difference in these datasets is that ACS data represents samples as opposed to a 100 percent count; however, population distributions from the ACS data can be compared to those from the census.

Population Characteristics

According to the 2017 ACS 5-year estimates, the City of Dalton had a total population of 33,540, which represented a 1% increase since 2010. The City's racial makeup consisted of 82% White, 8% Black or African American, 6% identified as some other race and less than .01% of the City of Dalton's population identified as Asian, Native American, Pacific Islanders, or as belonging to two or more races. The City's ethnic makeup consisted of 51% of the populations identifying as Hispanic or Latino of any race.

Dalton Demographic Profile Highlights 2017 US Census Figures				
Total Population	33,540	100%		
Male /	16,368	49%		
Female	17,172	51%		
White	27,539	82%		
Black or African American	2,538	8%		
American Indian/Alaska Native	242	1%		
Asian	834	2%		
Native Hawaiian/Pacific Islander	0	0%		
Other race	1,931	6%		
Two or more races	758	2%		
Hispanic	17,046	51%		
Non-Hispanic	16,494	49%		

Source: 2017 ACS 5-Year Estimates

Since 2017, 4% of City of Dalton residents moved from another county in Georgia, 2% moved from another state, and less than 1% moved from abroad.

Population by Age

According to the 2017 American Community Survey 5-year estimates, approximately 29% of the City's population is between the ages of 25 and 44. The number of younger residents exceeds the number of residents ages 45 and 64 (20%). The City's population of ages between 65 and 85 represented 11% of the residents. The median age in City of Dalton is 31 years, which is considerably younger than the nationwide median age of 37 years and the State's median age of 38 years.

The distribution of age remained consistent for many age groups between 2010 and 2017. However, the population of younger and middle career workers decreased between 2010 and 2017, most likely due to the Great Recession and decreased economic opportunity. Additionally, the number of senior residents ages 55 and older has increased indicating a need for continued planning for the needs of the senior citizen and elderly population.

Age	2010	Census	2017 ACS		2000 – 2017 %
	Population	Share of Total	Population	Share of Total	Change
Under 5 years	3,140	9.70%	2,380	7.10%	3%
5 to 19	7,122	22.00%	8,641	25.76%	4%
20 to 24	2,622	8.10%	2,599	7.75%	0%
25 to 34	5,374	16.60%	4,836	14.42%	-2%
35 to 54	8,094	25.00%	8,474	25.27%	0%
55 to 64	2,622	8.10%	3,027	9.03%	1%
65 and Over	3,399	10.50%	3,583	10.68%	0%
Total	32,373	100.00%	33,540	100.00%	5.21%

Source: 2010 U.S. Census and American Community Survey 2017 5-Years Estimate

Labor Force and Total Employment

Data regarding the labor force, defined as the total number of persons working or looking for work and employment, as gathered from the decennial census and American Community Survey estimates in 2017, 21% of people 25 years and over had a high school diploma or equivalency and 18% had a bachelor's degree or higher. Thirty-three percent were not enrolled in school and had not graduated from high school.

City of Dalton is home to many of the nation's floor-covering manufacturers, primarily those producing carpet, rugs and vinyl flooring. It is home to the Northwest Georgia Trade and

Convention Center, which showcases the Georgia Athletic Coaches' Hall of Fame and hosts a variety of events annually.

Employment Status and Type of Employer

In the City of Dalton, 56% of the population 16 and over were employed; 36% were not currently in the Labor force. Eighty-nine percent of the people employed were private wage and salary workers; 7% were federal, state, or local government workers; and 4% were self-employed in their own (not incorporated) business.

Class of worker	Number	Percent
Private wage and salary workers	12,311	89.2
Federal, state, or local government workers	964	7.0
Self-employed workers in own not incorporated business	532	3.9

Source: Bureau of Labor Statistics Local Area Unemployment, http://www.bls.gov

Unemployment Rates in City of Dalton

According to the Bureau of Labor Statistics, City of Dalton unemployment rates were typically below national and regional averages in the time between 2013 and 2017. City of Dalton experienced an increase in unemployment, due to the recession from 2007-2009 and unemployment rates averaged 12.9% in 2009 and 13% in 2010. However, unemployment rates have steadily declined and are 5% as of December 2018, an 8% decrease since 2010.

Year	2014	2015	2016	2017	2018
Unemployment Rate	7.1%	6.2%	6.0%	5.6%	5%

Source: Bureau of Labor Statistics Local Area Unemployment, http://www.bls.gov

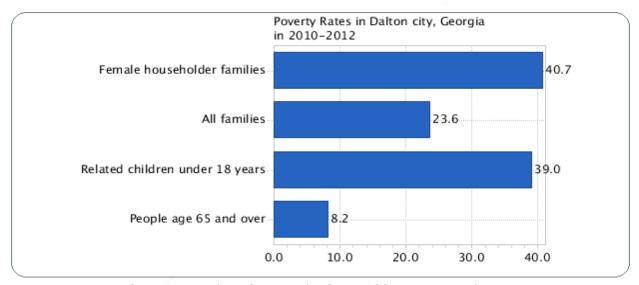
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Employed Population 16 years and older	Number	Percent
Management, business, science, and arts occupations	3,222	23.3
Service occupations	1,814	13.1
Sales and office occupations	2,696	19.5
Natural resources, construction and maintenance occupations	1,128	8.2
Production, transportation, material moving occupations	4,947	35.8

Poverty

The Census Bureau uses a set of income thresholds that vary by family size and composition to determine poverty status. If a family's total income is less than the threshold for its size, then that family, and every individual in it, is considered poor. The poverty thresholds do not vary geographically, but they are updated annually for inflation using the Consumer Price Index. The official poverty definition counts income before taxes and does not include capital gains and non-cash benefits such as public housing, Medicaid, and food stamps. Further, poverty is not defined for persons in military barracks, institutional group quarters, or for unrelated individuals under age 15 such as foster children.

In 2017, 27 percent of people were in poverty. Thirty-nine percent of related children under 18 were below the poverty level, compared with 8% of people 65 years old and over. Twenty-four percent of all families and 41% of families with a female householder and no husband present had incomes below the poverty level.



Source: American Community Survey 2017 5-year estimates

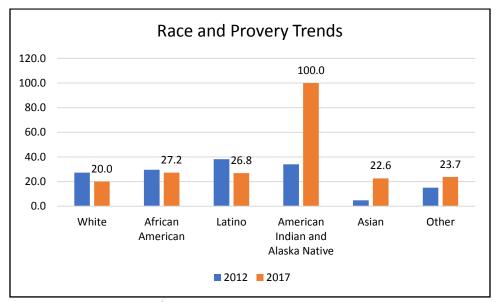
The poverty rate for children and adolescents under the age of 18 was 33% in 2017, with more than 3 in 10 children experiencing poverty, according to the American Community Survey. Childhood poverty can be linked to negative outcomes in child development, health, and education. For example, children who experience early and persistent poverty are more likely to experience childhood and adult depression and anxiety, become high school drops outs, not seek higher education, and have higher rates of unemployment, criminal histories, use of public welfare, and experiences of poverty as an adult. Each of these personal outcomes carry negative

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¹Duncan, Greg J., Kathleen M. Ziol-Guest, and Ariel Kalil. "Early-Childhood Poverty and Adult Attainment, Behavior, and Health." *Child development* 81, no. 1 (2010): 306-325.

economic outcomes in lost earnings, revenue, disposable income for local economies, and increased public expenditures on public welfare programs and social services.

Senior citizens and elderly residents had a poverty rate of 10.9%. Poverty rates for City of Dalton also correlate with race and ethnicity with racial and ethnic minorities experiencing higher rates of poverty in comparison to White residents. The 2017 rate of poverty for Latino residents was 27% a slight decrease from the 2012 high of 38%. African-Americans experienced increased rates of poverty from 29.6% in 2012 to 44.9% in 2017. The poverty rates for the City's racial and ethnic minorities who are not captured in the ethnicities of White, Latino, African-American, and Asian are at 23.7%. The poverty rate for American Indian and Alaska Native residents is at 100%. The chart below depicts poverty trend in relation to race and ethnicity in City of Dalton.



Source: American Community Survey 5-year estimates for 2012 and 2017.

According to Census data, 23% City of Dalton's population is below 100% of the poverty line.

Household Income

The median household income for City of Dalton was \$39,408 in 2017, an increase of 1% from the 2010 median of \$38,798. Eighty-one percent of the households received earnings and 7% received retirement income other than Social Security. Twenty-three percent of the households received Social Security. The average income from Social Security was \$15,518. These income sources are not mutually exclusive; that is, some households received income from more than one source.

Incomo Bongo	City of Dalton Households by Income 2017		
Income Range	Households	Percent	
Less than \$10,000	876	8%	
\$10,000 to \$14,999	954	9%	
\$15,000 to \$24,999	1785	16%	
\$25,000 to \$34,999	1414	13%	
\$35,000 to \$49,999	1773	16%	
\$50,000 to \$74,999	2144	19%	
\$75,000 to \$99,999	887	8%	
\$100,000 to \$149,999	640	6%	
\$150,000 to \$199,999	324	3%	
\$200,000 or more	427	4%	
2010 TOTALS	11,224	100%	

Source: U.S. Census Bureau, American Community Survey 2017 5-Year Estimates

Use of public welfare resources has increased throughout the City since 2010. According to the 2017 American Community Survey, 1,527 households in the City of Dalton received Food Stamp/SNAP benefits. Those residents using food assistance benefits consisted of families in poverty (35%) and families with disabled residents (23%). Racial and ethnic minority groups, which are protected classes, had a moderate need for use of food assistance including African-Americans (32%) and Latinos (11%). Additionally, 11% of white residents in the City of Dalton needed food assistance, indicating that large percentages of the top three racial groups in the City needed food assistance.

Health Care Access and Status

According to the 2017 American Community Survey, 24.3% of residents were uninsured. Among the civilian noninstitutionalized population in the City, 76% had health insurance coverage. For those under 18 years of age, 13% had no health insurance coverage. The civilian noninstitutionalized population had both private and public health insurance, with 52% having private coverage and 32% having public coverage.

Racially and Ethnically Concentrated Areas of Poverty

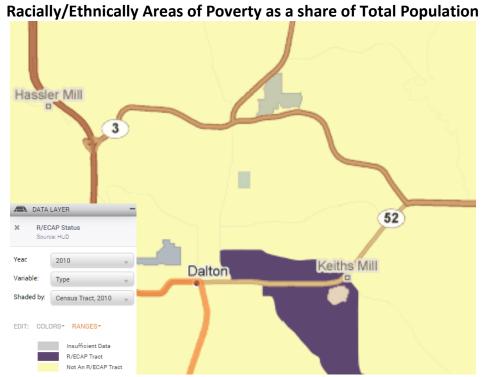
Racially and ethnically-concentrated areas of poverty (R/ECAPs), according to HUD's established thresholds, in 2010. These tracts have a non-white population that is greater than or equal to 50% and meet either of the following poverty criteria: the poverty rate of a tract is 1) higher than 40% or 2) more than three times the average poverty rate of tracts in the metropolitan area. The racial/ethnic threshold is lowered to 20% for tracts located outside of metropolitan/micropolitan areas. HUD used component data from the decennial census (2010) and the American Community Survey (2009-2013) to determine which geographies met R/ECAP criteria in 2010. Tracts where no data were provided are labelled "Insufficient Data."

Analyzing the concentration of minorities in high poverty areas assists in the review of access to housing. The data used for this analysis was gathered from the Federal Financial Institutions Examination Council (FFIEC) census files. The tract population, minority percentage, and poverty data is based on 2010 census data. There are 8 census tracts in Dalton that are considered R/ECAP census tracts. There is a total of 47,445 persons residing in the 8 R/ECAP tracts representing 45.8% of the City's total population. Of this amount, 40,910 persons are minorities and account for 39.5% of the share of Dalton's minority population. Table 3 below, provides a list of the R/ECAP census tracts and population data.

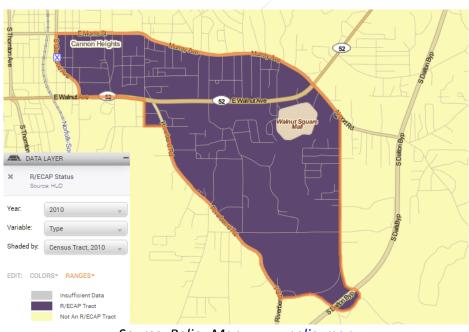
R/ECAP Census Tracts and Population

Tract Code	Tract Median Family Income %	% Below Poverty Line	Tract Minority %	Tract Population	Tract Minority Population
1.01	119.35	11.60	5.68	3994	227
7.00	121.08	17.20	8.33	4767	397
2.00	112.31	16.75	12.64	3979	503
15.00	98.06	11.01	17.06	5639	962
6.00	106.79	14.01	18.28	4273	781
8.00	124.48	13.58	23.58	7800	1839
1.02	122.99	12.18	24.7	8365	2066
5.01	122.27	13.81	28.14	4218	1187
3.02	122.94	9.04	29.05	9251	2687
9.00	155.56	14.47	33.18	3725	1236
3.01	94.89	23.28	47.05	4287	2017
14.00	114.72	7.85	48.06	6665	3203
11.00	78.16	27.42	52.97	5033	2666
5.02	85.65	34.93	54.99	6876	3781
12.00	92.15	27.28	59.34	7838	4651
4.00	79.22	22.07	71.72	7861	5638
13.00	53.81	46.37	77.29	4391	3394
10.00	59.24	25.74	81.78	4494	3675

Source: Federal Financial Institutions Examination Council's (FFIEC), www.ffiec.gov



Source: Policy Map, www.policymap



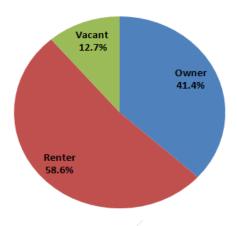
Source: Policy Map, www.policymap

Housing Profile

Housing by Tenure

Housing by Tenure According to the U.S. Census, the number of housing units in Dalton has decreased by 2.8% from 13,132 in 2010 to 12,862 in 2017. The City's vacancy rate also decreased from 18.8% in 2010 10.8% in 2017. Including vacant units in 2017, the City of Dalton contained 4,646 owner-occupied units (41.4%), 6,578 renter-occupied units (58.6%), and 1,638vacant units (12.7%).

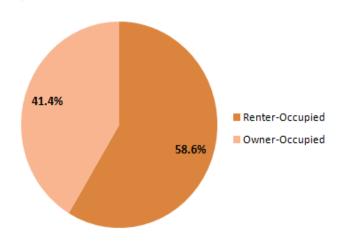
Total Occupied and Vacant Housing Units by Type, City of Dalton, 2017



Source: US Census, www.census.gov

Not including vacant units, of the 12,862 occupied (non-vacant) 58.6% (6,578) were renter-occupied. This represents an increase in the rate of rental housing, up 16.4% from 2010, and a corresponding decrease in homeownership tenure, 41.4% in 2017.

Occupied Housing Units, Dalton 2017



Source: US Census, www.census.gov

Housing Conditions

The 2017 American Community Survey reports 525,228 total housing units in Dalton, and gives a break-out of the types of units in the Dalton housing stock, as well as the year structures were built.

Housing Units by Type - Dalton, GA 2017

Tiousing office b	by Type - Dailon, GA 2017		
	Dalton city, Georgia		
	Estimate	Percentage	
Total:	12,862	100%	
1, detached	5,782	44.95%	
1, attached	665	5.17%	
2	825	6.41%	
3 or 4	1,597	12.42%	
5 to 9	1,620	12.60%	
10 to 19	1,327	10.32%	
20 to 49	556	4.32%	
50 or more	338	2.63%	
Mobile home	152	1.18%	
Boat, RV, van, etc.	0	0.00%	

Source: US Census, www.census.gov

Year Structure Built, Dalton, GA 2017

rear str	Dalton city, Georgia		
	Estimate	Percent	
Total:	12,862	100%	
Built 2014 or later	40	0.31%	
Built 2010 to 2013	38	0.30%	
Built 2000 to 2009	2,301	17.89%	
Built 1990 to 1999	2,253	17.52%	
Built 1980 to 1989	2,424	18.85%	
Built 1970 to 1979	2,102	16.34%	
Built 1960 to 1969	1,690	13.14%	
Built 1950 to 1959	1,124	8.74%	
Built 1940 to 1949	479	3.72%	
Built 1939 or earlier	411	0.00%	

Source: US Census, www.census.gov

The predominant type of housing in Dalton is the single-unit, detached structure (44.9%), followed by structures with 5 to 9 units (12.6%), structures with 3 to 4 units (12.4%), and structures with 10 to 19 units (10.3%). The housing stock is considered to be of newer construction, with the majority (54.8%) of structures being built after to 1970 and almost 41.9% of structures being built before 1970.

Housing Affordability

The median value of an owner-occupied housing unit in 2017 was \$136,200. Using the industry standard of three (3) times income to afford a 2017 median priced home in Dalton, a household would need to earn \$38,360 annually to affordably own a three-bedroom home in Dalton.

Annual Income Needed to Afford	Georgia	Whitfield County
ZERO-BEDROOM	\$29,786	\$22,520
ONE-BEDROOM	\$31,105	\$23,880
TWO-BEDROOM	\$36,459	\$27,840
THREE-BEDROOM	\$48,239	\$38,360
FOUR-BEDROOM	\$58,510	\$39,920

Source: National Low Income Housing Coalition, https://reports.nlihc.org/oor/georgia

According to the 2017 American Community Survey, median contract rent in Dalton was \$676 monthly.

GROSS RENT			
Occupied units			
paying rent	6,300	100%	
Less than \$500	1,136	18.03%	
\$500 to \$999	4,657	73.92%	
\$1,000 to \$1,499	465	7.38%	
\$1,500 to \$1,999	42	3.70%	
\$2,000 to \$2,499	0	0	
\$2,500 to \$2,999	0	0	
\$3,000 or more	0	0	
Median (dollars)	676		

Source: US Census, www.census.gov

ACS data for 2017 indicates that Dalton has 2,665 owners with mortgages and overall approximately 25.3 percent spend 30 percent or more on monthly housing costs. Of these owners, 177 or 6.6 percent pay more than 30 to 34.9 percent of their household income on housing costs; and 498 or 18.7 percent pay 35 percent or more.

Housing units with a mortgag	2,665	
Less than \$500	32	1.2%
\$500 to \$999	1,190	44.7%
\$1,000 to \$1,499	805	30.2%
\$1,500 to \$1,999	219	8.2%
\$2,000 to \$2,499	155	5.8%
\$2,500 to \$2,999	75	2.8%
\$3,000 or more	189	7.1%
Median (dollars)	1,048	(X)
Housing units without a mort	gage	1,981
Less than \$250	334	16.9%
\$250 to \$399	705	35.6%
\$400 to \$599	552	27.9%
\$600 to \$799	212	10.7%
\$800 to \$999	112	5.7%
\$1,000 or more	66	3.3%
Median (dollars)	389	(X)
SELECTED MONTHLY OWNER	COSTS AS A PERCEN	ITAGE OF
HOUSEHOLD INCOME	T	
Less than 20.0 percent	1,340	50.30%
20.0 to 24.9 percent	452	17.00%
25.0 to 29.9 percent	198	7.40%
30.0 to 34.9 percent	177	6.60%
35.0 percent or more	498	18.70%

Source: US Census, www.census.gov

According to the 2017 ACS data, there are 6,127 renter households and approximately 44.8 percent pay 30 percent or more of their household income on rental housing costs monthly; of this number 561 or 9.2 percent pay 30 to 34.9 percent of their income on rental housing costs. Another 2,184 or 35.6 percent pay 35 percent or more on renter housing costs.

GROSS RENT AS A PERCENTAGE OF HOUSEHOLD	INCOME (GRAPI)
Occupied units paying rent (excluding units where GRAPI cannot be computed)	6,127	100%
Less than 15.0 percent	1,036	16.90%
15.0 to 19.9 percent	848	13.80%
20.0 to 24.9 percent	778	12.70%
25.0 to 29.9 percent	720	11.80%
30.0 to 34.9 percent	561	9.20%
35.0 percent or more	2,184	35.60%

Source: US Census, www.census.gov

Comprehensive Housing Affordability Strategy (CHAS)

HUD's Comprehensive Housing Affordability Strategy (CHAS) is a commonly-used gauge of housing affordability, or lack thereof. HUD considers a housing unit affordable if the occupant household expends no more than 30% of its income on housing cost. In the situation where the household expends greater than 30% of its income on housing cost, the household is considered cost burdened. In cases where housing cost is 50% of income or greater, the household is considered severely cost burdened. Cost burdened households have less financial resources to meet other basic needs (food, clothing, transportation, medical, etc.), less resources to properly maintain the housing structure, and are at greater risk for foreclosure or eviction.

Income Categories

Extremely Low Income: 0%-30% of the Area Median Income (AMI)

Low Income: 31%-50% of the AMI

Moderate Income: 51%-80% of the AMI

• Middle and Upper Income: 80% or More of the AMI

Cost-Burden of Owners and Renters

According to HUD, a household with problems consists of:

- 1. Persons and families living in units with physical defects (lacking a complete kitchen of bath); or
- 2. Persons and families living in overcrowded conditions (greater than 1.01 persons/room); or
- 3. Persons and families who are cost burdened (paying more than 30% of income for housing, including utilities).

Although the 2017 ACS data provides an estimate of the number of households that are cost-burdened, CHAS data provides the number and percentages of households by income level within the City of Dalton that had housing problems as well as the size and type of household. The below analysis is based on this data. The latest available CHAS data is generated from the 2009-2013 ACS data, while dated, provides detailed information about housing cost burdens for all categories.

CHAS data indicates that more rental households experience at least one housing problem in comparison to homeowners. In addition, a greater percentage of rental households are cost-burdened than homeowners.

Housing Problems (Households with one of the listed needs)

			Renter					Owner		
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
			NUMBER	R OF HOU	JSEHOLD	S				
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	30	50	60	140	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	35	0	10	10	55	0	4	0	0	4
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	35	245	170	55	505	15	85	35	70	205
Housing cost burden greater than 50% of income (and none of the above problems)	545	450	55	0	1,050	65	160	90	40	355
Housing cost burden greater than 30% of income (and none of the above problems)	50	580	610	145	1,385	10	155	245	105	515
Zero/negative Income (and none of the above problems)	120	0	0 Table 1	0 Housing	120	15	0	0	0	15

Table 1 – Housing Problems Table

Data 2009-2013 CHAS

Source:

Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen

or complete plumbing, severe overcrowding, severe cost burden)

			Renter					Owne	r	
	0-	>30-	>50-	>80-	Total	0-	>30-	>50-	>80-	Total
	30%	50%	80%	100%		30%	50%	80%	100%	
	AMI	AMI	AMI	AMI		AMI	AMI	AMI	AMI	
NUMBER OF HOUSEHO	NUMBER OF HOUSEHOLDS									
Having 1 or more of										
four housing										
problems	610	725	285	125	1,745	80	250	125	110	565
Having none of four										
housing problems	135	790	1,190	615	2,730	25	305	650	435	1,415
Household has										
negative income, but										
none of the other										
housing problems	120	0	0	0	120	15	0	0	0	15

Table 2 – Housing Problems 2

Data

2009-2013 CHAS

Source:

Cost Burden > 30%

_		Re	nter			0\	wner	
	0-30% AMI	>30-50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
NUMBER OF HOL	JSEHOLDS		/					
Small Related	245	375	320	940	10	25	225	260
Large Related	55	230	/ 25	310	10	100	25	135
Elderly	130	329	110	569	10	229	85	324
Other	195	320	235	750	50	30	25	105
Total need by income	625	1,254	690	2,569	80	384	360	824

Table 3 - Cost Burden > 30%

Data

2009-2013 CHAS

Source:

Cost Burden > 50%

		Re	enter		Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	
NUMBER OF HOL	JSEHOLDS								
Small Related	225	85	15	325	10	0	45	55	
Large Related	40	80	0	120	0	100	0	100	
Elderly	115	225	40	380	10	115	45	170	

		Re	enter		Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	
Other	180	130	0	310	50	15	0	65	
Total need by income	560	520	55	1,135	70	230	90	390	

Table 4 - Cost Burden > 50%

Data

2009-2013 CHAS

Source:

Crowding (More than one person per room)

			Renter					Owner		
	0-	>30-	>50-	>80-	Total	0-	>30-	>50-	>80-	Total
	30%	50%	80%	100%		30%	50%	80%	100%	
	AMI	AMI	AMI	AMI		AMI	AMI	AMI	AMI	
NUMBER OF HOUSEHOLDS										
Single family										
households	55	220	130	55	460	10	85	35	45	175
Multiple,										
unrelated family					/					
households	15	25	35	10	85	4	4	0	25	33
Other, non-family										
households	0	0	15	0	15	0	0	0	0	0
Total need by	70	245	180	65	560	14	89	35	70	208
income										

Table 5 – Crowding Information – 1/2

Data

2009-2013 CHAS

Source:

Overall, both renters and owners in elderly households and small-related households experience a similar degree of housing problems as well as cost-burden and severe cost-burden. Low income elderly households, low income small related rental households, and moderate income small related owner households were most impacted by cost burden. Extremely low income households across all categories experienced greater incidences of severe cost burden. Large related households is the group most disproportionately affected by housing problems. Although large related renter households is the group most impacted with cost burden, the level of cost burden and severe cost burden for large related households is proportionate to owners and renters in the other household types examined. This indicates that affordability is not the greatest obstacle for large households in Dalton.

Subsidized Multi-family Affordable Housing Stock

One of the ways to address fair housing choice is to provide a wide range of housing choices for residents. For communities that have a higher need for rental housing stock, multi-family housing developments for a variety of income groups and ages such as the elderly. Accessible housing needs can also be addressed by providing housing for persons with disabilities. However, in addressing these needs, there are concerns about racial and ethnic concentrations of housing. The following are some of the multi-family housing types that meet the needs of low income, elderly and persons with disabilities in the City of Dalton.

The City does not own or operate any public housing. The Housing Authority of the City of Dalton (HACD) is a separate legal entity that oversees public housing within the City's jurisdiction. While the Housing Authority does not currently have any public housing developments, the do operate and maintain affordable units. Most of the units operated by the Dalton Housing Authority are in desperate need of renovation. Many of the duplexes were built in the late 1960s and haven't had any major upgrades since they were built. The some of the units do not have central heat and air conditioning. In the last year, the Housing Authority has begun to conduct renovations to many of the units which included replacing doors, roof, windows, central heat and air, kitchen, bathrooms. Since 2005, the Dalton Housing Authority has not participated in an approved Public Housing Agency Plan through HUD.

Other subsided housing options within the City, include low income housing tax credit multifamily developments. According to HUD's Low Income Housing Tax Credit [LIHTC] database, the City has 213 low income units located throughout the City. The following is a listing of LIHTC properties.

City of Dalton Low Income Tax Credit Housing

HUD ID Number:	Project Name:	Project Address:	Project City:	Project State:	Project ZIP Code:	Total Number of Units:	Total Low- Income Units:
GA20040010	AUTUMN RIDGE	850 AUTUMN CT	DALTON	GA	30721	130	117
GAA20010045	DAWNVILLE MEADOWS	556 HORSESHOE WAY	DALTON	GA	30721	120	96

Source: HUD Low-Income Housing Tax Credit Database. http://lihtc.huduser.org

Rooty Face 1 Map Legend LIHTC Properties

Location of Subsidized Housing

Source: HUD CPD Maps, https://egis.hud.gov/cpdmaps/

Housing Stock Available to Persons with Disabilities

To determine if there is sufficient housing available for disabled persons you need to first determine the number of persons in the City that meet the definition of disabled. HUD defines a disabled person as "any person who has a physical or mental impairment that substantially limits one or more major life events (walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for one self); has a record of such impairment; or is regarded as having such an impairment.

The most recent data comprehensive data on disability status among Dalton's population was the U.S. Census 2017 American Community Survey. According to the 2017 ACS, 8.7% (2,891

persons) of civilian non-institutionalized population reported a disability. The data included the following breakdown of the disabled population by age group. The highest percentage of disabilities occurs in the 65 and over population group (22.4%) and then 35 to 64 category has the next largest number of disabled persons.

Disability Status of the Civilian Non-Institutionalized Population

	Total	With a disability	Percent with a disability
Total civilian noninstitutionalized population	33,211	2,891	8.7%
Under 5 years	2,378	7	0.3%
5 to 17 years	7,643	307	4.%
18 to 34 years	8,389	223	2.7%
35 to 64 years	11,444	1,212	10.6%
65 to 74 years	1,799	403	22.4%

Source: US Census, www.census.gov

The 2017 American Community Survey also provides information regarding type of disabilities within the Dalton population, as well as the incidence of two or more disabilities within age groups. Persons with ambulatory disabilities are the most common in the city, representing 4.9% of all disabilities in Dalton. The least common disability reported among Dalton residents was vision difficulty.

Disability Type

	With a Disability	Percent with a Disability
With a hearing difficulty	842	2.5%
With a vision difficulty	672	2%
With a cognitive difficulty	939	3%
With an ambulatory difficulty	1,508	4.9%
With a self-care difficulty	757	2.5%
With an independent living difficulty	993	4.3%

Source: US Census, www.census.gov

Housing Stock Available to Elderly Persons

According to the 2017 U.S. Census, there are 1,552 elderly persons (over 65 years of age) living in Dalton comprising 33.4% of the population. Of the 1,552 elderly persons, 571 persons (12.3%) are age of 75 and over and are considered to be extra elderly or frail elderly. The population over 55 years of age makes up a smaller percentage of the overall population however, this segment of the population has been growing significantly faster than the younger age groups.

Population Distribution by Age Group

	Total	Percent
Total:	11,224	100%
Owner occupied:	4,646	
Householder 15 to 24 years	0	0
Householder 25 to 34 years	316	6.8%
Householder 35 to 44 years	869	18.7%
Householder 45 to 54 years	969	20.9%
Householder 55 to 59 years	522	11.2%
Householder 60 to 64 years	418	9.0%
Householder 65 to 74 years	798	17.2%
Householder 75 to 84 years	571	12.3%
Householder 85 years and over	183	3.9%
Renter occupied:	6,578	100%
Householder 15 to 24 years	505	7.7%
Householder 25 to 34 years	2,000	30.4%
Householder 35 to 44 years	1,482	22.5%
Householder 45 to 54 years	1,225	18.6%
Householder 55 to 59 years	314	4.8%
Householder 60 to 64 years	270	4.1%
Householder 65 to 74 years	362	5.5%
Householder 75 to 84 years	356	5.4%
Householder 85 years and over	64	1.0%

Source: US Census, www.census.gov

Home Mortgage Disclosure Act (HMDA) Data and Analysis

To examine possible fair housing issues in the home mortgage market, Home Mortgage Disclosure Act (HMDA) data were analyzed. The HMDA was enacted by Congress in 1975 and has since been amended several times. It is intended to provide the public with loan data that can be used to determine whether financial institutions are serving the housing credit needs of their communities and to assist in identifying possible discriminatory lending patterns. HMDA requires lenders to publicly disclose the race, ethnicity, and sex of mortgage applicants, along with loan application amounts, household income, the Census tract in which the home is located, and information concerning prospective lender actions related to the loan application. For this analysis, HMDA data from 2015 through 2017 was analyzed, with the measurement of denial rates by Census tract and by race and ethnicity of applicants the key research objectives. These data were also examined to identify the groups and geographic areas most likely to encounter higher denial rates and receive loans with unusually high interest rates.

Since the 1970s, the federal government has enacted several laws aimed at promoting fair lending practices in the banking and financial services industries. A brief description of selected federal laws aimed at promoting fair lending follows:

- The 1968 Fair Housing Act prohibits discrimination in housing based on race, color, religion, and national origin. Later amendments added sex, familial status, and disability. Under the Fair Housing Act, it is illegal to discriminate against any of the protected classes in the following types of residential real estate transactions: making loans to buy, build, or repair a dwelling; selling, brokering, or appraising residential real estate; and selling or renting a dwelling.
- The Equal Credit Opportunity Act was passed in 1974 and prohibits discrimination in lending based on race, color, religion, national origin, sex, marital status, age, receipt of public assistance, and the exercise of any right under the Consumer Credit Protection Act.
- The Community Reinvestment Act was enacted in 1977 and requires each federal financial supervisory agency to encourage financial institutions in order to help meet the credit needs of the entire community, including low- and moderate-income neighborhoods.
- Under the Home Mortgage Disclosure Act (HMDA), enacted in 1975 and later amended, financial institutions are required to publicly disclose the race, sex, ethnicity, and household income of mortgage applicants by the Census tract in which the loan is proposed as well as outcome of the loan application. The analysis presented herein is from the HMDA data system.

The HMDA requires both depository and non-depository lenders to collect and publicly disclose information about housing-related applications and loans. Both types of lending institutions must meet the following set of reporting criteria:

- 1. The institution must be a bank, credit union, or savings association;
- 2. The total assets must exceed the coverage threshold;
- 3. The institution must have had an office in a Metropolitan Statistical Area (MSA);
- 4. The institution must have originated at least one home purchase loan or refinancing of a home purchase loan secured by a first lien on a one- to four-family dwelling;
- 5. The institution must be federally insured or regulated; and
- 6. The mortgage loan must have been insured, guaranteed, or supplemented by a federal agency or intended for sale to the Federal National Mortgage Association (FNMA or Fannie Mae) or the Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). These agencies purchase mortgages from lenders and repackage them as securities for investors, making more funds available for lenders to make new loans.

For other institutions, including non-depository institutions, additional reporting criteria are as follows:

- 1. The institution must be a for-profit organization;
- 2. The institution's home purchase loan originations must equal or exceed 10 percent of the institution's total loan originations, or more than \$25 million;
- 3. The institution must have had a home or branch office in an MSA or have received applications for, originated, or purchased five or more home purchase loans, home improvement loans, or refinancing mortgages on property located in an MSA in the preceding calendar year; and
- 4. The institution must have assets exceeding \$10 million or have originated 100 or more home purchases in the preceding calendar year.

HMDA data represent most mortgage lending activity and are thus the most comprehensive collection of information available regarding home purchase originations, home remodel loan originations, and refinancing. The Federal Financial Institutions Examination Council (FFIEC) makes HMDA data available on its website. While HMDA data are available for more years than are presented in the following pages, modifications were made in 2016 for documenting loan applicants' race and ethnicity, so data are most easily compared after that point.

Using the loan data submitted by the financial institutions, the Federal Financial Institutions Examination Council (FFIEC) creates aggregate tables for each metropolitan statistical area (MSA) or metropolitan division (MD) (where appropriate), and individual institution disclosure reports. The FFIEC provides the HMDA databases online as raw data and with retrieval software on compact disk.

Data can be retrieved or ordered at their website http://www.ffiec.gov/hmda/hmdaproducts.htm. The data contain variables that facilitate analysis of mortgage lending activity, such as race, income, census tract, loan type, and loan purpose.

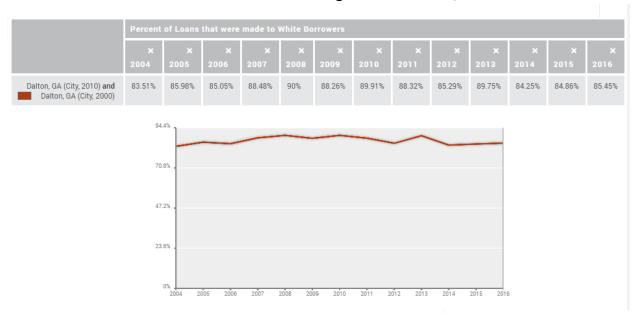
Median dollar amount of home purchase loans in 2016 was \$124,500 in Dalton. These loans were for the purchase of an owner-occupied, one-to-four family dwelling, as reported by HMDA.

Median Amount of Purchase Loans Dalton, \$110,500 \$120,000 \$118,000 \$109,000 \$125,000 \$124,000 \$124,500 (City, 2010) and Dalton, (City, 2000) \$131,250 \$65,625 \$32,812.50

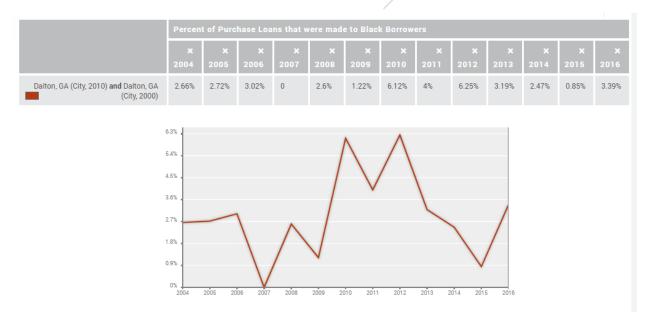
Source: Policy Map, https://www.policymap.com/tables

For the purposes of the AI, analysis of home lending data will be confined to trends in home purchase loans, and specifically "owner-occupied" home purchase loans. These loans, which are intended to finance the purchase in which the owner intends to live, provide the best index available in these data of the ability of homebuyers and prospective homebuyers to choose where they will live. More than 85% of all loan originations in 2016 were made to Whites, while only 3.3% of loans were made to African Americans.

Percent of Purchase Loans Originated to Whites, 2016



Percent of Purchase Loans Originated to African Americans, 2016



Source: Policy Map, https://www.policymap.com/tables

HMDA provided the disposition of various types of loan products at the Census Tract level, which were extracted and displayed for each individual tract that comprises the City of Dalton. These tracts were analyzed to identify those whose median income (in relation to the MSA) fell below that of the City as a whole, and those with a significantly higher minority concentration than the citywide rate. Specifically, data was analyzed pertaining to the disposition of loan applications by the minority and income characteristics of the census tract in which the subject property of the loan was located to identify if there were any discernible patterns that might suggest discriminatory lending practices based on race.

For purposes of this analysis, a "minority" tract is defined as a census tract where the minority concentration is at least 5% greater than that of the City of Dalton as a whole. In order to accurately portray HMDA data for the City, only those tracts that were either entirely within the City or whose area fell predominantly within City boundaries were utilized. Certain tracts where only a small area fell within the City boundaries were excluded from the calculations. It should be noted, discriminatory lending practices cannot be definitively identified by correlation of HMDA data elements; however, the data can display real patterns in lending to indicate potential problem areas. HMDA data is available for the three-year period, the most recent years, 2015-2017.

Loans Purchased, By Location of Property and Type of Loan, 2017

	Loans	on 1- to 4-Fa	mily and	Manufa	actured I	Home D	wellings	
	Hom	ne Purchase	Loans					
	FHA, FSA/RHS	, FSA/RHS & amp; VA Conventional Refinancing		Hor Improve Loa	ement			
	Α		В		С		D	
CENSUS TRACT/COUNTY NAME/TRACT NUMBER)	Number	\$000's	Number	\$000's	Number	\$000's	Number	\$000's
GA/Whitfield County/0001.01	9 /	1418	3	771	10	1650	0	0
GA/Whitfield County/0001.02	29	4019	14	2815	10	1286	2	586
GA/Whitfield County/0002.00	13	1439	2	351	3	305	0	0
GA/Whitfield County/0003.01	11	1388	4	469	7	890	0	0
GA/Whitfield County/0003.02	19	2192	5	646	7	1000	3	315
GA/Whitfield County/0004.00	8	894	6	355	1	177	0	0
GA/Whitfield County/0005.01	8	909	3	728	4	516	0	0
GA/Whitfield County/0005.02	7	712	0	0	2	147	0	0
GA/Whitfield County/0006.00	11	1260	1	166	1	69	0	0
GA/Whitfield County/0007.00	22	2621	5	1197	3	303	0	0
GA/Whitfield County/0008.00	23	3124	6	1174	8	1137	0	0
GA/Whitfield County/0009.00	6	1052	4	823	0	0	0	0
GA/Whitfield County/0010.00	2	236	0	0	0	0	0	0
GA/Whitfield County/0011.00	6	635	1	162	0	0	0	0
GA/Whitfield County/0012.00	15	1738	2	137	1	189	1	82
GA/Whitfield County/0013.00	2	243	2	326	0	0	0	0
GA/Whitfield County/0014.00	8	1122	5	657	9	1547	0	0
GA/Whitfield County/0015.00	22	2880	4	644	5	662	0	0
TOTALS	221		67		71		6	

Source: FFIEC Mortgage Reports, https://ffiec.cfpb.gov/data-publication/aggregate-reports/2017/GA/19140/2

After the owner-occupied home purchase loan application is submitted, the applicant receives one of the following status designations:

- "Originated," which indicates that the loan was made by the lending institution;
- "Approved but not accepted," which notes loans approved by the lender but not accepted by the applicant;
- "Application denied by financial institution," which defines a situation wherein the loan application failed;
- "Application withdrawn by applicant," which means that the applicant closed the application process; "File closed for incompleteness" which indicates the loan application process was closed by the institution due to incomplete information; or
- "Loan purchased by the institution," which means that the previously originated loan was purchased on the secondary market.

Among the tracts analyzed, there were 365 loan applications submitted for purchase, refinancing, improvement of owner-occupied homes, and FHA/VA loans. Of this total, 306 (83.3%) of all applications were denied. Our analysis will focus largely on the characteristics of those applications that were denied.

Reasons for Denial of Loan Applications by Race, Ethnicity, Gender and Income of Applicant, 2017

	Debt-to-In Ratio		Employi Histo		Credit Hi	istory	Collate	eral	Insuffic Casl		Unverifi Informa		Credit Incom	• • •	Mortgag Insurance De		Othe	er	Total			
APPLICANT CHARACTERISTICS	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%		
RACE																						
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	100	1	100	1	100
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black or African American	0	0	0	0	1	50	0	0	0	0	0	0	1	50	0	0	0	0	2	100	2	100
Native Hawaiian or Other Pacific Islander	1	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	100	1	100
White	9	16	3	5	14	25	9	16	4	7	5	9	5	9	0	0	6	10	55	100	55	100
2 or more minority races	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Joint (White/Minority Race)	0	0	0	0	0	0	0	0	0	0	0	0	1	100	0	0	0	0	1	100	1	100
Race Not Available	0	0	0	0	2	33	3	50	1	16	0	0	0	0	0	0	0	0	6	100	6	100
ETHNICITY																						
Hispanic or Latino	2	11	0	0	3	16	3	16	3	16	3	16	2	11	0	0	2	11	18	100	18	100
Not Hispanic or Latino	8	18	3	6	13	29	6	13	2	4	2	4	5	11	0	0	5	11	44	100	44	100
Joint (Hispanic or Latino/Not Hispanic or La	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ethnicity Not Available	0	0	0	0	1	25	3	75	0	0	0	0	0	0	0	0	0	0	4	100	4	100
MINORITY STATUS																						
White Non-Hispanic	8	19	3	7	11	26	6	14	2	4	2	4	4	9	0	0	5	12	41	100	41	100
Others, Including Hispanic	1	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	100	1	100
GENDER																						
Male	6	16	2	5	11	30	5	13	3	8	4	11	2	5	0	0	3	8	36	100	36	100
Female	3	14	1	4	3	14	4	19	2	9	1	4	4	19	0	0	3	14	21	100	21	100
Joint (Male/Female)	1	20	0	0	2	40	0	0	0	0	0	0	1	20	0	0	1	20	5	100	5	100
Gender Not Available	0	0	0	0	1	25	3	75	0	0	0	0	0	0	0	0	0	0	4	100	4	100
INCOME																						
Less than 50% of MSA/MD median	2	50	0	0	0	0	0	0	0	0	1	25	0	0	0	0	1	25	4	100	4	100
50-79% of MSA/MD median	4	18	2	9	6	27	4	18	2	9	2	9	1	4	0	0	1	4	22	100	22	100
80-99% of MSA/MD median	2	14	0	0	4	28	1	7	2	14	1	7	2	14	0	0	2	14	14	100	14	100
100-119% of MSA/MD median	0	0	0	0	3	42	1	14	1	14	0	0	1	14	0	0	1	14	7	100	7	100
120% or more of MSA/MD median	2	11	1	5	4	22	6	33	0	0	1	5	2	11	0	0	2	11	18	100	18	100
Income Not Available	0	0	0	0	0	0	0	0	0	0	0	0	1	100	0	0	0	0	1	100	1	100

Source: FFIEC Mortgage Reports, https://ffiec.cfpb.gov/data-publication/aggregate-reports/2017/GA/19140/8-1

Income characteristics for denials do not necessarily suggest discriminatory practices based on low income level but could mean that lower income households may be facing other challenges such as creditworthiness, low paying jobs, and higher debt and are unable to qualify for a loan. The concern about these challenges increase with the fact that Dalton's low income tracts have a high minority population.

Overall, the data indicates that the elevated denial rate among tracts appears to be based on the income and racial/ethnic characteristics of the tract. The HMDA data also suggests that there may be discriminatory lending based on race/ethnicity of property location within the City of Dalton as well as income characteristics. A definitive conclusion would require a greater degree of analysis taking into consideration additional data not available from HMDA at the geographic level specific to the City of Dalton.

FAIR HOUSING COMPLAINTS

Fair Housing Enforcement, Outreach Capacity, and Resources

The Federal Fair Housing Act refers to Title VIII of the Civil Rights Act of 1968. This Act protects individual's right to rent an apartment, buy a home, obtain a mortgage, or purchase homeowners insurance free from discrimination based on: race, color, national origin, religion, sex, familial status, and disability.

Typically, fair housing services for renters and homebuyers include the investigation and resolution of housing discrimination complaints, discrimination auditing/testing, and education and outreach, including the dissemination of fair housing information such as written material, workshops, and seminars. Tenant/landlord counseling is another fair housing service that involves informing landlords and tenants of their rights and responsibilities.

Every year, the National Fair Housing Alliance releases a report on trends in fair housing, including the most recent data on reported instances of housing discrimination in America. The 2018 Fair Housing Trends Report, provides a detail history of policies and practices of segregated communities and explores alternatives to combat housing discrimination. The report also provides recent data on fair housing complaints from private fair housing centers, Department of Justice (DOJ), HUD, and Fair Housing Assistance Program (FHAP) agencies. Highlights of this data include:

• More than half a million housing discrimination complaints have been processed since 1996, when NFHA first began collecting complaint data.

- Since 1991, more than 70,000 units of multi-family housing have been made accessible to persons with disabilities through litigation brought primarily by DOJ and private, nonprofit fair housing organizations.
- There were 28,843 complaints of housing discrimination in 2017.
- The three most common types of complaints in 2017 were based on disability (57 percent), race (19 percent), and family status (9 percent).

Disability-based discrimination is easier to detect because it is typically blatant and as such is reported at higher levels than other types of discrimination, which occur more subtly and are less often recognized.

Fair Housing Agency Complaints

HUD's Office of Fair Housing and Equal Opportunity (FHEO)

Complaints alleging housing discrimination can be filed at the Federal and State level. At the Federal level complaints can be filed with the HUD Office of Fair Housing and Equal Employment Opportunity (FHEO). FHEO administers the Fair Housing Assistance Program (FHAP) which awards and manages the Fair Housing Initiatives Program grants and proposes fair housing legislation. Complaints can be submitted to the central HUD office or to regional field offices located in each state.

Individuals who believe they are victims of housing discrimination can choose to file a fair housing complaint through the respective Regional FHEO. Typically, when a complaint is filed with the agency, a case is opened and an investigation of the allegations of housing discrimination is reviewed. If the complaint is not successfully mediated, the FHEO determines whether reasonable cause exists to believe that a discriminatory housing practice has occurred. Where reasonable cause is found, the parties to the complaint are notified by HUD's issuance of a "Determination", as well as a "Charge of Discrimination", and a hearing is scheduled before a HUD administrative law judge. Either party [complainant or respondent] may cause the HUD-scheduled administrative proceeding to be terminated by electing instead to have the matter litigated in Federal court.

Region IV of the Office of Fair Housing and Equal Opportunity (FHEO) receives complaints by households regarding alleged violations of the Fair Housing Act for cities and counties throughout Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee. The mission of the FHEO is to protect individuals from employment, housing, and public accommodation discrimination, and hate violence. To achieve this mission, the FHEO maintains databases of and investigates complaints of housing discrimination, as well as complaints in the

areas of employment, housing, public accommodations, and hate violence. According to HUD FHEO no complaints have been filed in the last five years for the City of Dalton.

Section 504 Compliance

Section 504 of the Federal Rehabilitation Act of 1973 prohibits discrimination based on disability in any program receiving Federal financial assistance. This includes provisions for providing reasonable modifications in all rules, policies, and procedures. Programs must be readily accessible to and useable by individuals with disabilities. Major alterations or construction of dwelling units must provide at least 5percent of units accessible to people with mobility impairments and at least 2 percent of units accessible to people with visual or hearing impairments. There were no recorded Section 504 complaints filed for Dalton from January 1, 2017 to December 31, 2017.

Hate Crime Data

Fair housing violations due to hate crimes occur when people will not consider certain neighborhoods, or have been run off from their homes for fear of harassment or physical harm. To a certain degree, hate crimes can also be an indicator of discrimination. The Georgia Hate Crimes Act, Chapter 411.046 of the Georgia Government Code, defines hate crimes as crimes that are motivated by prejudice, hatred, or advocacy of violence including, but not limited to, incidents for which statistics are or were kept under Public Law 101-275 (the Federal Hate Crimes Statistics Act). The federal law further defines Hate Crime as crimes that manifest evidence of prejudice based on race, ethnicity, sexual orientation, religion, disability, gender and gender identity. In an attempt to determine the scope and nature of hate crimes, the Federal Bureau of Investigation (FBI) Hate Crime Statistics Program collects statistics on these incidents.

A review of the data available through the Hate Crime Statistics Program between 2013 through 2017 Program revealed there were no incidents of hate crimes in Dalton in the last five years.

Impediments & Suggested Actions

The City of Dalton has identified impediments to fair housing choice and recommendations for specific actions that the City could take to reduce or remove those impediments. This section will review any current impediments identified through this 2019 study, discuss the issues related to the impediments and their impact on members of the protected classes and the community, and provide recommendations to the City.

The recommendations will consist of both reactive and proactive actions to address the impediments and ultimate acceptance and implementation of any or all recommendations will be done by the City's governing Council. This section will also review the impediments and action plan identified in the City's prior 2014 AI and the status of fair housing activities and whether the impediments then still need addressing.

One of the main implications of the July 2013 Proposed Fair Housing Rule is more of a focus on "affirmatively furthering fair housing" activities in the Consolidated Plan process. Fair housing planning will become one of the factors in setting Consolidated Plan priorities and how resources are to be committed including fair housing activities. Many of the recommendations contained in this report are based on a proactive or "affirmative" approach that reflects the goals and objectives of the proposed Fair Housing Rule up to its becoming a final rule.

In order to develop a viable implementation plan, the City may view the recommendations as a framework for addressing the impediments and a guide to facilitate further community dialogue, research, feasibility testing, and fair housing action planning.

Update to 2014 Previous Impediments and Recommendations

The City of Dalton's 2014 AI identified two (2) impediments to fair housing choice and provided recommendations for specific actions that the City could take to reduce or remove those impediments. This section will review the impediments and action plan identified in the City's 2014 AI and the status of those impediments.

Previous Impediment #1: Lack of Public Transportation

Planned Action/Goal #1: Continue to work with Whitfield review transportation planning efforts to advocate public infrastructure improvements that align with the goal of expanding of expanding housing choice.

Timeline: Annually, beginning FY 2014

Current status: The City is currently maintaining its efforts to review transportation planning for with the County.

Updated Recommendation(s): This impediment will continue to be addressed with the actions of the City and communication efforts will be maintained in the future.

Previous Impediment #2: Lack of Fair Housing Education

Planned Action/Goal #2: Annually reserve a portion of CDBG public service funding to be awarded as a competitive Fair Housing Grant to an organization that will carry out a comprehensive fair housing testing program in the City.

Timeline: Annually, beginning FY 2014

Current status: The City has awarded previous CDBG public service funds to local organizations to undertake Fair Housing Activities.

Updated Recommendation(s): This impediment has been addressed with the actions of the City. However, it is recommended that these activities should be held annually in the future.

Current 2019 Impediments and Recommendations

Impediment 1: Lack of affordable housing for Dalton residents.

Action: Increase the production and preservation of affordable housing units.

Recommendation

The City should increase the supply of affordable housing for renters and homeowners by supporting the development of inclusive housing projects by leveraging federal, state, and local public funding with private sector funding.

Status: The review of CHAS data and an analysis of housing affordability in the City of Dalton indicates that there is a shortage in the supply of affordable housing units for both owners and renters and that minorities are disproportionately impacted by housing cost burden as a result of economic pressures and other external conditions. In recent years, public funding, including CDBG funds have been declining and in order to increase the number of affordable housing units, the City shall work towards leveraging, as much as possible, with private sector funds and other government funds to increase the variety and affordability of housing suitable for different types of households.

Impediment 2: Inadequate fair housing education and awareness in community, especially for underrepresented and minority populations with Limited English Proficiency (LEP).

Action: Continue fair housing education and outreach and expand opportunities for fair housing training for underrepresented populations such as Asian Americans, persons with disabilities including the hearing impaired, the Lesbian, Gay, Bisexual, and Transgender (LGBT) community, and persons with LEP.

Recommendation

The City of Dalton should expand its fair housing education and outreach efforts to groups that are underrepresented in its pool of clients to help continue to keep the public informed of their rights and specifically targeting more efforts in minority areas.

Status: As part of the AI process, the City sought the input from several minority populations that are underrepresented groups. The City has also increased its outreach to minority populations especially persons of Hispanic/Latino ethnicity and the elderly. The City will also continue to increase education and awareness of the CDBG Program through partnerships with agencies that represent individuals and families with LEP.

PROCLAMATION



50TH ANNIVERSARY OF MUNICIPAL CLERKS WEEK May 5-11, 2019



WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk served as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state and professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby recognize the week of May 5-11, 2019 as "Municipal Clerks Week" and further extend appreciation to our Municipal City Clerk, Bernadette Chattam and Deputy City Clerk, Gesse Cabrera, for the vital services they perform and their exemplary dedication to the communities they represent.

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

Mayor _	
Date	May 6, 2019

PROCLAMATION



NATIONAL POLICE WEEK



WHEREAS, the President of the United States has designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of Dalton play an essential role in safeguarding the rights and freedoms of our community, unceasingly providing a vital public service; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, and by protecting the innocent against deception and the weak against oppression.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby call upon all citizens of our community and upon all patriotic, civic and educational organizations to observe the week of May 12 - 18, 2019 as "Police Week" and to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enduring reputation for preserving the rights and security of all citizens.

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

Mayor		
Date	May 6, 2019	

PROCLAMATION



NATIONAL TRAVEL & TOURISM WEEK May 5-11, 2019



WHEREAS, travel has a positive effect on Georgia and the nation's economic prosperity; and

WHEREAS, travel to and within the U.S. provides significant economic benefits for the nation, generating more than \$2.5 trillion in economic output in 2018, with nearly \$1.1 trillion spent directly by travelers; and

WHEREAS, travel is among the largest private-sector employers in the U.S., supporting 15.7 million jobs in 2018, including 8.9 million directly in the travel industry and 6.8 million in other industries; and

WHEREAS, traveler spending directly generated tax revenues of \$171 billion for federal, state and local governments, funds used to support essential services and programs; and

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors; and

WHEREAS, welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Dalton-Whitfield County.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim the week of May 5-11, 2019 as "National Travel and Tourism Week" and urge the citizens of our city to join me in this special observance.

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

Mayor _		
Date	May 6, 2019	

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES WORK SESSION APRIL 15, 2018

The Mayor and Council held a Work Session this evening beginning at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandi Vaughn and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the agenda items, in specific the following:

Dalton-Whitfield Planning Commission Recommendation

Ethan Calhoun explained to the Mayor and Council the amendment to the Whitfield County Unified Zoning Ordinance to allow warehouse distribution within the Transitional Commercial (C-4) zone district under certain conditions for Dalton and Varnell. Calhoun stated after further examination, the Planning Commission decided to change the permitted uses in warehouse distribution centers to be included in C4 with certain conditions being met. Calhoun further stated that warehouse distribution will only be permitted for existing industrial or commercial structures that are in the C4 zone district.

Contract with iVision for Network Storage Refresh

IT Director Darin Waldrop explain that the Contract with iVision for Network Storage Refresh should increase current storage to 250 to 300%. Waldrop stated the current system is over 6 years old and has reached capacity.

Contract for Services with C.W. Matthews Contracting Co, Inc. for the Waugh Street Bridge Header/Joint Reconstruction and Misc. Repairs Project

Assistant Public Works Director Andrew Parker stated this contract is for maintenance repairs to the Waugh Street Bridge, Parker stated the repairs include the Bridge Header/Joint Reconstruction and other Miscellaneous Repairs.

<u>Professional Services Agreement with Southeastern Engineering, Inc. (SEI) - Engineering Services for Emergency Slope Failure Stabilization Design on Botany Woods Drive</u>
Assistant Public Works Director Andrew Parker reported after consulting with Geoengineering, they decided the better approach would be to place dirt to load the slope and help provide lateral support. Parker stated the repair will be to flatten the slope.

Parker further stated that the Agreement with SEI Engineering Services is for them to develop a grading plan and all of the environment coordination that is required to place the pipe in the run off ditch as well as filling in the protected areas. Parker stated that once the plan is in place, it will be the basis for obtaining the quotes for the repair. Cost \$12,500.00.

Mayor and Council Work Session Page 2 April 15, 2019

Professional Services Agreement with Southeastern Engineering, Inc. (SEI) for Guardrail Replacements/Installations at Various Locations

Assistant Public Works Director Andrew Parker stated this Agreement is for the development of a Plan for replacement and installation of guardrails in four (4) locations. Parker stated the Plan will allow the Project to be bid out to a guardrail engineer. Parker stated this Agreement will be paid for with 2007 TPLOST Safety Fund.

Acceptance of Warranty Deed from Hamilton Medical Center

Public Works Director Benny stated the hospital discovered during their survey that the City's curb encroached on their designated property line. Dunn stated the small property donation will allow the City to maintain right-a-way and curb.

Resolution Recognizing Georgia Cities Week April 21-27, 2019

Administrator Jason Parker explained that the Resolution calls attention to the City of Dalton participating in Georgia Municipal Association's Georgia Cities Week.

ADJOURNMENT

There being no further business to come Adjourned at 5:52 p.m.	before the Mayor and Council, the meeting v	vas
	Bernadette Chattam City Clerk	
Dennis Mock, Mayor		

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES APRIL 15, 2019

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, Attorney Gandi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Crews, second Council member Goodlett, the Mayor and Council added the Oath of Office for the City Attorney approved the agenda. The vote was unanimous in favor.

OATH OF OFFICE

Municipal Court Judge Rob Cowan administered the Oath of Office to Gandi Vaughn as the City Attorney.

PUBLIC COMMENTARY

Octavio Perez addressed the Mayor and Council regarding several instances that he feels spot zoning" has been created. Spot zoning is the application of zoning to a specific parcel or parcels of land within a larger zoned area when the rezoning is usually at odds with a city's master plan and current zoning restrictions.

Mayor Mock asked Mr. Perez to submit the areas affected to the Mayor and Council in writing.

<u>CERTIFICATES OF APPRECIATION TO THE CONCERNED CLERGY OF</u> DALTON-WHITFIELD COUNTY

The Mayor and Council presented the following with Certificates of Appreciation:

Bishop Ruben Graham

Dr. Bennie Tibbs

Dr. Nicky Starling

Dr. Stephen Thomas

The Certificates were presented for many years of Ministry.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of April 1. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

<u>DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION – C-4 ZONE DISTRICT</u>

On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the Dalton-Whitfield Planning Commission recommendation to amend the Dalton, Varnell and Whitfield County Unified Zoning Ordinance to allow warehouse distribution within the Transitional Commercial (C-4) zone district under certain conditions

Mayor and Council Minutes Page 2 April 15, 2019

CONTRACT WITH IVISION FOR NETWORK STORAGE REFRESH

The Mayor and Council reviewed the Contract with iVision for Network Storage Refresh In the amount of \$99,143.31 for increase in current capacity and provide Disaster Recovery for critical data in the city. On the motion of Council member Harlan, second Council member Wood, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH C.W. MATTHEWS CONTRACTING CO, INC. FOR THE WAUGH STREET BRIDGE HEADER/JOINT RECONSTRUCTION AND MISC. REPAIRS PROJECT

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved the Contract for Services in the amount of \$109,902.93 to be paid with 2015 SPLOST. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH SOUTHEASTERN ENGINEERING, INC. (SEI) - ENGINEERING SERVICES FOR EMERGENCY SLOPE FAILURE STABILIZATION DESIGN ON BOTANY WOODS DRIVE

The Mayor and Council reviewed the Professional Services Agreement in the amount of \$12,500.00. On the motion of Council member Wood, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH SOUTHEASTERN ENGINEERING, INC. (SEI) FOR GUARDRAIL REPLACEMENTS/INSTALLATIONS AT VARIOUS LOCATIONS

The Mayor and Council reviewed the Professional Services Agreement for Guardrail Replacements/Installations at Various Locations in the amount of \$38,500.00. On the motion of Council member Goodlett, second Council member Harlan, the Agreement was approved. The vote was unanimous in favor.

ACCEPTANCE OF WARRANTY DEED FROM HAMILTON MEDICAL CENTER

The Mayor and Council reviewed the Warranty Deed from Hamilton Medical Center in the amount of .04 acres. A copy of the Warranty Deed and map is a part of these minutes. On the motion of Council member Crews, second Council member Goodlett, the Warranty Deed was accepted. The vote was unanimous in favor.

RESOLUTION RECOGNIZING GEORGIA CITIES WEEK APRIL 21-27, 2019

On the motion of Council member Woods, second Council member Harlan, the Mayor and Council adopted a Resolution recognizing Georgia Cities Week April 21-27, 2019. The vote was unanimous in favor.

ANNOUNCEMENTS

In celebration of Georgia Cities Week, the City of Dalton will host a Picnic in the Park on Thursday, May 2, 2019, 11AM-1PM at Burr Park. The public is invited to attend. Adjournment

Mayor and Council	
Minutes	
Page 2	
April 15, 2019	
ADJOURNMENT	
There being no further business to come before the	ne Mayor and Council, the meeting was
Adjourned at 6:20 p.m.	
	Bernadette Chattam
	City Clerk
Dennis Mock, Mayor	

Recorded

Approved: ______
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/20/2019

Agenda Item: The request of Margaret Herrin to rezone from Low-Density

Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School

Street (Parcel 12-220-10-008) (Dalton)

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.

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

MEMORANDUM

TO: City of Dalton Mayor and Council

Kim Witherow Jason Parker Gandi Vaughn Jean Price-Garland

FROM: Jim Lidderdale

Chairman

DATE: April 26, 2019

SUBJECT: The request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008) (Dalton) The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. 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 Margaret Herrin, the property owner and rezoning petitioner.

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-3 rezoning. There were no further questions for Mr. Calhoun from the Planning Commission.

Ms. Margaret Herrin, the property, owner confirmed the details of the staff analysis were correct in her desire to sub-divide the subject property into two residential tracts that would be reflective of the surrounding neighborhood.

With no other comments heard for or against this hearing closed at 7:18

Recommendation:

Chairman Lidderdale sought a motion on the requested R-3 rezoning. Mr. DeLay then made a motion to recommend the R-3 rezoning based on his agreement with the content of the staff analysis. Ms. McClurg seconded the motion and a unanimous recommendation to approve the requested R-3 rezoning followed, 4-0.

STAFF ANALYIS REZONING REQUEST Unified Zoning Ordinance

ZONING CASE: Margaret Herrin is seeking a rezoning on a parcel (12-220-10-008) located at 511 School Street. The parcel totals 0.43 acres and her request is to rezone from Low Density Single Family Residential (R-2) to Medium Density Residential (R-3). The parcel is presently developed with one single-family dwelling, but the petitioner would like to create one new lot approximately half the size of the subject property in order to be more reflective of the neighboring lots. This proposed subdivision cannot be achieved as the property is currently zoned.

The surrounding land uses and zoning are as follows: 1) To the north, is a single tract much larger than the subject property developed as the former jail zoned Limited Commercial C-1A; 2) To the east, are two adjacent tracts less than half the size of the subject property that are both developed with a single-family dwelling and zoned R-2; 3) To the south, is a slightly smaller tract than the subject property developed with a single-family dwelling zoned R-2; and 4) To the west, are two adjacent tracts that are each under half the size of the subject property, and each of the western adjacent tracts are developed with single-family dwellings.

The rezoning request is in the jurisdiction of the City of Dalton Mayor and Council.

ezoning request is in the jurisdiction of the City of Daiton Mayor ar	u Coui	1011.	
Administrative Matters	Yes	<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 5, 2019 (16 days notice)			
2. Property posted April 5, 2019 (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> _	
		<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			

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.

When comparing the character of the R-2 and R-3 zone districts one will note that they are quite similar with the exception of a significantly smaller minimum lot size permitted in R-3. The minimum lot size permitted in R-3 is 7,500 square feet less than the minimum lot size permitted in R-2 with sewer availability. With that being said the R-2 and R-3 zone districts both only allow one single-family dwelling per lot and neither R-2 or R-3 permit manufactured homes. When reviewing the surrounding zoning and land use one will see a mix of lot sizes ranging from large to small, but a very consistent majority of "site built" single-family detached dwellings is seen in the attached aerial photo. The larger lots in this are developed for civic or public structures like City Park Elementary School, the former jail and Harmon Field. The average lot density in this area is comparable to the petitioner's request.

(B) Whether the proposed (R-3) amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

It is clear that the R-2 zone district is a consistent in the small residential area surrounding the subject property. When reviewing the other adjacent zone districts and development in this area, like the former jail site and City Park Elementary, it is noticeable that this is an in-town neighborhood. Based on the average lot density of the adjacent and nearby residential properties the proposed rezoning and subdivision would be reflective of the area. Since the only permitted uses within the R-3 zone district are single-family detached site-built dwellings at a density of one dwelling per lot there is no expectation that the proposed R-3 rezoning or subdivision would have a negative impact on the surrounding 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 is zoned and developed for Low Density Single Family Residential and has been for some time now. The owner would have the ability to continue utilizing the subject property as it is currently developed or have the ability to build a new single-family dwelling on the subject property. There is no considerable hardship on the subject property under the current R-2 zone district other than requiring a larger minimum lot size than the majority of adjacent and nearby residential properties.

(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 (R-2) zoning.

N/A

(E) Whether the proposed (R-3) 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. The vicinity has all available services - water, sewer, fire, electricity, and close proximity to public schools. If the subject property is to be rezoned R-3 and a new lot is created, it would have street access along Vernon Avenue like several other adjacent properties. Each of the potential tracts would have a reasonable amount of room for one or two off-street parking spaces which should be sufficient for single-family dwellings of this size. There are adequate sidewalks along School Street, but one will note that sidewalks do not yet exist along the portion of Vernon Avenue adjacent to the subject property. This would make pedestrian walkability difficult for the new residential tract proposed to front Vernon Ave.

(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 19

plan recommendation, and if the plan has been amended, does this (R-3) rezoning request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a Town Neighborhood Character Area. residential areas in older parts of the community typically developed prior to World War II. Characteristics include pedestrian-friendly streets with sidewalks, street trees, on-street parking, small, regular lots, shallow yards (relative to newer suburban counterparts), less space between buildings, and some mixed-use elements such as small neighborhood businesses. Development patterns for this area should accommodate infill development that compliments the scale, style and setbacks of existing adjacent homes, promote single-family uses, increase pedestrian connectivity between neighborhoods and activity centers, maintain existing housing stock and preserve neighborhood character.

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

CONCLUSION: The staff recommendation is that the requested R-3 zone can be supported:

- 1) R-3 allows uses that are very similar to those residential uses existing in the vicinity of the subject property and it is not-likely to burden any public infrastructure;
- 2) R-3 here would directly implement the intent of the Town Neighborhood character area within the comprehensive plan; and
- 3) The staff does not feel there should be a concern for any negative economic impact of the adjacent or nearby tracts.





FEET 200 Herrin Rezoning Request R-2, Low Density Single Family Residential to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction





Herrin Rezoning Request R-2, Low Density Single Family Residential to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction





Herrin Rezoning Request R-2, Low Density Single Family Residential to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction







Herrin Rezoning Request R-2, Low Density Single Family Residential to

R-3, Medium Density Single Family Residential City of Dalton Jurisdiction

A Connector **OLD JAIL** SITE School ST SITE **CITY PARK SCHOOL** 196 W Crawford ST

FEET 200



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/6/19

Agenda Item: Renewal of Spectra Agreement

Department: Human Resources

Requested By: Greg Batts

Reviewed/Approved

by City Attorney?

No

Cost: \$4945.92

Funding Source if Not Budgeted

in Budget

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

Carpet cleaning and break room floor stripping and waxing for City Hall.

Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring - Georgia 6684 Jimmy Carter Blvd Norcross, GA 30071 Suite 500



Phone: (770) 729-2700

Fax: (770) 263-8812

None

\$4,945.92

198

None

Proposal Submitted To Attention Phone Fax Date (706) 278-9500 City of Dalton (706) 278-8245 05/01/19 **Greg Batts Job Name** Job# PCDA/ City Hall Cleaning Maintenance 165370 Proposal ID Street Job Street P.O. Box 1205 P.O. Box 1205 310278 Job City, State and Zip City, State and Zip Architect Date of Plans Add # Customer Job # **Customer PO**

DALTON, GA 30722

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 (2019 - 2020) 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 des	cribed above for the SU	JM of:

Tony Gladson Cell: (706) 463-3958

Email: tony.gladson@spectracf.com

Conditions of Proposal:

Signature: Tony Gladson

Dalton, GA 30722

- 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, spe	ecifications, and conditions are satisfactory and are h	ereby 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: 5-6-19

Agenda Item: Budget Amendment 2018 Final

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved

by City Attorney?

No

Cost: N/A

Funding Source if Not N

in Budget

N/A

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

Final budget amendment for audit submittal for year ending 12/31/18 for various funds.

2018 Budget Amendment Budget Amendment #5

	Increase
Revenues & Transfers-In	(Decrease)
Bond Rebate Revenue	\$ 960
	\$ 960 \$ 960
Expenditures & Transfers-out	<u> </u>
Administrative Fees - Bond	\$ 960
	\$ 960 \$ 960
Net Increase (Decrease) Budgeted Fund Balance	<u>\$</u> -
Budget to reflect increase in bond administrative fee and rebate re	evenue
ECONOMIC DEVELOPMENT FUND	Increase
Revenues & Transfers-In	(Decrease)
Payment in Lieu of Taxes	ć 45 E00
r ayment in bled of raxes	\$ 46,500 \$ 46,500
	+ 15,555
Net Increase (Decrease) Budgeted Fund Balance	\$ 46,500
Budget to reflect PILOT payment for PILOT Deal #15	
TAX ALLOCATION DISTRICT #1	Increase
Revenues & Transfers-In	(Decrease)
Property tax	\$ 2,820
Transfer in general fund	(10,000)
·	\$ (7,180)
Expenditures & Transfers-out	
Contract services	\$ (7,180)
	\$ (7,180)
Net Increase (Decrease) Budgeted Fund Balance	\$ -
Budget to reflect the Carpentry TIF transactions & property tax allo	ocation
TAX ALLOCATION DISTRICT #3	Increase
Expenditures & Transfers-out	(Decrease)
Legal fees	ל בחבח
Legal lees	\$ 6,950 \$ 6,950
	9 0,000
Net Increase (Decrease) Budgeted Fund Balance	\$ (6,950)
Budget to reflect legal fees associated with the Mall TIF	
HOTEL MOTEL TAX FUND	Increase
Devenues 9 Transfers to	(Decrease)
Revenues & Transfers-In Tax revenue	t 100.000
TON TEVERING	\$ 166,020 \$ 166,020
Expenditures & Transfers-out	\$ 166,020
Transfer to general fund	\$ 170,620
Tourism events	(4,600)
	\$ 166,020
Net Increase (Decrease) Budgeted Fund Balance	\$ -
f	

2018 Budget Amendment Budget Amendment #5

Budget Amendment #5		
CAPITAL PROJECTS (BONDED 2015)	1	Increase
	<u>(C</u>	Decrease)
Revenues & Transfers-In		
Interest income	<u>\$</u> \$	1,575
	\$	1,575
Expenditures & Transfers-out		
Administrative fees	\$	1,020
Transfer to capital projects pay-go		555
	\$	1,575
Net Increase (Decrease) Budgeted Fund Balance	\$	-
Budget to reflect interest earned, administrative fees, & transfer		
CAPITAL PROJECTS (PAY-GO)	ı	ncrease
	(0	ecrease)
Revenues & Transfers-In	_	
State contract income - LMIG	\$	393,674
Interest income		108,530
Transfer from capital projects bonded		555
	\$	502,759
Expenditures & Transfers-out		
Bank fees		2,500
Public Works - paving		393,674
Haig Mill Lake project		106,585
	\$	502,759
Net Increase (Decrease) Budgeted Fund Balance	\$	
Budget to reflect LMIG, interest, transfer and allocation to projects		

2018 Budget Amendment

Budget Amendment #5 (Continued)

		Increase
GENERAL FUND		(Decrease)
Revenues & Transfers-In		
Property tax	\$	773,000
Title tax fee		405,000
Sales tax		510,000
Insurance premium tax		170,000
Stormwater permit		(523,000)
Municipal Court fines		100,000
Municipal Court fees		100,000
Interest		125,000
Donations		100,000
Proceeds from sale of assets		182,000
Hotel-motel transfer fee		170,620
Dalton Utility transfer fee		(47,000)
	\$	2,065,620
Expenditures & Transfers-out		
Elections	\$	1,400
Legislative		(11,000)
Administrative		(25,000)
City Clerk		125
IT		(47,825)
Building & Grounds - General Government		(32,000)
Municipal Court		(1,345)
Fire Department		(172,000)
Police Department		(123,000)
Public Works		(464,655)
Infrastructure		164,500
Recreation		(235,175)
Contingency		(222,890)
Transfer to TAD		(10,000)
	_\$	(1,178,865)
Nethorne (Demon 15 to 15 to 15		
Net Increase (Decrease) Budgeted Fund Balance	\$	<u>3,244,485</u>

Final budget amendment FYE 2018



CITY COUNCIL AGENDA REQUEST

Meeting Type: Choose an item.

Meeting Date: 5-6-19

Agenda Item: Budget Amendment #2 FY 2019

Department: Finance

Requested By: Various Departments

Reviewed/Approved

by City Attorney?

No

Cost: \$20,000

Funding Source if Not

in Budget

Confiscated Asset Fund Surplus

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

Refer to attached documents for detail regarding departmental requests.

2019 Budget Amendment Budget Amendment #2

GENERAL FUND	_	Increase Decrease)	
Revenues & Transfers-In			
Donations - Restricted	\$	1,000	(1)
Insurance Reimbursements		570	(2)
Miscellaneous - Tampico Way		94,730	(3)
Sale of capital assets		299,625	(4)
	\$	395,925	• •
Expenditures & Transfers-out			
Equipment repairs - Fire Dept.	\$	1,000	(1)
Vehicle expense - Police Dept.		570	(2)
Infrastructure - Tampico Way		94,730	(3)
Radio subscription - Fire		120	(5)
Radio subscription - Public Works		(120)	(5)
Contract services		28,000	(6)
Infrastructure - Botany Woods project		319,360	(7)
Contingency		(150,000)	(, ,
Unfunded departmental positions		(179,700)	(8)
Capital acquisition fund		281,965	(9)
	\$	395,925	1-1
Net Increase (Decrease) Budgeted Fund Balance	\$	•	

- (1) Wal-Mart donation earmarked for training expenses
- (2) Insurance reimbursement for damage to patrol vehicle
- (3) Public works costs associated with Tampico Way and billed back to owner
- (4) Sale of Dalton Depot
- (5) Reallocation between departments for radio subscriber fees
- (6) Evergreen Solutions, LLC contract for compensation study
- (7) Estimated cost for Botany Woods Drive slope failure stabilization
- (8) Shortfall to be taken from vacant-unfunded positions for 1st quarter 2019
- (9) Transfer excess to fund capital asset purchases due to failure of SPLOST

CONFISCATED ASSET FUND Revenues & Transfers-In		Increase (Decrease)		
Revenues	\$	9		
	Ś			
Expenditures & Transfers-out				
Capital outlay < \$5,000	\$	20,000	(10)	
	\$	20,000		
Net Increase (Decrease) Budgeted Fund Balance	\$	(20,000)		

(10) Funds to be taken from fund balance for purchase of 95 Glock Model 45's Fund balance = \$139,461

Cindy Jackson



From:

Todd Pangle

Sent:

Tuesday, March 19, 2019 2:33 PM

To:

Cindy Jackson

Cc:

Melissa C. Russell; Ricky Busby

Subject:

Walmart #5173 Training/Equipment Grant

Attachments:

2019 WALMART GRANT #1.pdf

Cindy,

Attached is a copy of the check we received from one of the grants that we received from Walmart. I am requesting the funds be placed into the account below. Any questions or issues let me know.

141400 000400

Equipment Maintenance and Repair

\$1,000.00

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720

Phone: 706-278-7363 x222

Fax: 706-272-7107

901C27S2CETECHTO2"2"SN" dY2TTEODE64TOD1C2TODCGGE9LDDJ

DALTON FIRE DEPARTMENT WALMART# 5173 404 SCHOOL STREET DALTON GA 30720



MIPAYMENT OF INVOICES TO · Walmart 702 8.W. 8th DT. BENTONVILLE, ASI 72718

. INCITIOES ADCO BAN'S CLUB CUO'S CUTLET STOREO

CHECK DATE:

03-13-19

DATE	INVOICE	STORE	DOCUMENT	TYPE	GROSS	AMOUNT	DISCOUNT/	HERE AL CLASS
	MUMBER	HUMBER	HUMBER	CODE*			ALLOWANCES	
3 11 1	54330825	05-09000	81940087			1000.00	0.00	1000.0
						· · · · · · · · · · · · · · · · · · ·		
	3					Market . Look by		
				5		de de		

DOR: /9999999975 DALTON FIRE DEPARTMENT

VENDOR: Deduction codes are described on the reverse side of this statement

FORWARD SERVICES

THE FACE OF THIS TO CHMENT HAS A COLORED BACK GROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Walmart:

WELLS FARGO BANK, N.A. CHARLOTTE, NC 28288-0013

NON-NEGOTIABLE AFTER 180 DAYS

66-156

702 S.W 8th St. BENTONVILLE, AR 72716

Vendor Number	Check Date	Check Number
999999975	03-13-19	0056962

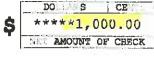
PAY

ONE THOUSAND DOLLARS AND NO CENTS

TO THE DALTON FIRE DEPARTMENT ORDER WALMART# 5173 404 SCHOOL STREET OF

DALTON GA 30720

0056962



WALMART, INC.

Executive Vi . President and Treasurer

44-17

MEMO

TO:

Cindy Jackson

Finance

FROM:

Alethea Brown

Police Department

DATE:

February 14, 2019

SUBJECT:

Insurance Payment - Vehicle Damages Repaired

Insurance Claim #P655-18-13580-01

I am attaching a copy of PO #15190138 for the full payment of \$2,159.59 to Dalton Carstar South for the repair to vehicle #44-17; damaged in accident #18-008632.

I have also attached the e-mail stating that our insurance company has paid the city for this claim (minus our deductible); check #77933 dated 1/28/19in the amount of \$568.25.

Please advise if Chief Cason needs to do a budget amendment or submit a memo to move this money to our Patrol/Vehicle Expenses (141503/000130) line.

Thanks,

Attachment

Alethea Brown

From:

John Helton

Sent:

Tuesday, February 12, 2019 10:57 AM

To:

Alethea Brown

Subject:

FW: claim P655-18-13580-01

Below represents the insurance payment related to the accident on 122218 involving our patrol car 44-17. The amount, \$568.25, represents the insurance payment based on the original estimate – our deductible.

From: Andrea T. Baird [mailto:Andrea.Baird@ascrisk.com]

Sent: Wednesday, February 06, 2019 9:42 AM
To: John Helton < JHelton@cityofdalton-ga.gov>

Cc: Greg Batts < GBatts@cityofdalton-ga.gov>; Andrea T. Baird < Andrea.Baird@ascrisk.com>

Subject: RE: claim P655-18-13580-01

Hi John,

Yes, we issued payment in the amount of \$568.25 on 1-28-19 - check # 77933

The check was mailed to Greg Batts attention (in HR) since he is usually our primary point of contact for claims matters.

Greg, can you please confirm receipt of this claim payment to the City of Dalton related to damage to a police vehicle on 12-22-18?

Thanks,





Andrea Baird

Senior Claims Adjuster, Property and Casualty

2501 McGavock Pike, Suite 802

Nashville, Tennessee 37214

Office Phone: 615-360-0241 Office Fax: 877-721-1855

andrea.baird@ascrisk.com www.ascrisk.com

From: John Helton < JHelton@cityofdalton-ga.gov > Sent: Wednesday, February 06, 2019 7:46 AM



05/01/2019 12:22 | The City of Dalton

FUND 0010

628cjack

ACCOUNT TRIAL BALANCE FOR FY19/JAN TO EOY

|glatrbal

ACCOU ACCOU PER	INT NAME	BEG, BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
14480	00 521210 20241					
CONTR	MACT SVC - TAMPICO	.00				
2	234 API 02/15/19 000611 122884	MASHBURN EQUIPM	5,450.00	.00	5,450.00	
2	234 API 02/15/19 000611 122885	MASHBURN EQUIPM	250.00	.00	5,700.00	
2	234 API 02/15/19 000611 122882	MASHBURN EQUIPM	5,450.00	.00	11,150.00	
2	234 API 02/15/19 000611 122883	MASHBURN EQUIPM	250.00	.00	11,400.00	
2	368 API 02/22/19 042227 123266	DALTON WHITFIEL	83,230.01	.00	94,630.01	
3	180 API 03/08/19 131820 123560	THE MINOR FIRM	100.00	.00	94,730.01	
	144800-521210	.00	94,730.01	.00	94,730.01	94,730.01
тот	ALS FOR FUND 0010					
	AL FUND - OPERATING	.00	94,730.01	.00	94,730.01	94,730.01
	REPORT TOTALS	.00	94,730.01	.00	94,730.01	94,730.01

^{**} END OF REPORT - Generated by Cindy Jackson **



05/01/2019 11:43 628cjack

The City of Dalton
YEAR-TO-DATE BUDGET REPORT

FOR 2019 13

ACCOUNTS FOR: 0010 GENERAL FUND OPERATING	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141400 FIRE DEPARTMENT							
141400 001665 RADIO SUBSCRIBER	10,100	0	10,100	10,219.30	.00	-119.30	101.2%*
TOTAL FIRE DEPARTMENT	10,100	0	10,100	10,219.30	.00	-119.30	101.2%
141501 PD ADMINISTRATION							
141501 001665 RADIO SUBSCRIBER	22,460	o	22,460	21,561.60	.00	898.40	96.0%
TOTAL PD ADMINISTRATION	22,460	0	22,460	21,561.60	.00	898.40	96.0%
142060 PW ADMINISTRATION							
142060 001665 RADIO SUBSCRIBER	13,365	0	13,365	13,363.70	.00	1.30	100.0%
TOTAL PW ADMINISTRATION	13,365	o	13,365	13,363.70	.00	1.30	100.0%
TOTAL GENERAL FUND - OPERATING	45,925	0	45,925	45,144.60	.00	780.40	98.3%
TOTAL EXPENSES	45,925	o	45,925	45,144.60	.00	780.40	

WHITFIELD COUNTY

Invoice No. 2019-DALRSAF

PO BOX 248 DALTON, GA 30722-0248 706-275-7500 fax 706-275-7501

Customer

Name City of Dalton Address P.O. Box 1205

	INVOICE	1
Date Order No.	1/10/2019	de la

City Phone	Dalton Stat	e Ga. ZIP 30722	Rep FOB	
Qty	Radio Subscr	cription iber Access Fees 3 - Dec 2019)	Unit Price	TOTAL
91 192 119	Dalton Fire Department Dalton Police Department Dalton Public Works	141400 - 00 141501 - 00 42060 - 00	\$112.30 \$1665 \$112.30 \$112.30	\$10,219.30 \$21,561.60 \$13,363.70
	ayment Details Cash		SubTotal Shipping & Handling TaxesState	\$45,144.60 \$0.00
Name CC #			Office Use Only	\$45,144.60



City of Dalton, GA 300 W. Waugh Street Dalton, GA 30720

Mr. Greg Batts, Human Resources Director

Evergreen Solutions, LLC

2878 Remington Green Circle Tallahassee, FL 32308



Date	Invoice #
3/28/2019	0676-1

APR 0 2 2019 Bill To

> P.O. No. Terms Project

> > Payments/Credits

Balance Due

0676- Compensation... Item De cription Est Amt Prior Amt Amount Professional Cons... Compensation Study 28,000.00 9,240.00 Invoice # 1 - 33% - upc umpletion of Tasks 1-2 of our work plan - \$9,240.00 **Total** \$9,240.00

\$0.00

\$9,240.00

Cindy Jackson



From:

Andrew Parker

Sent:

Monday, April 29, 2019 4:26 PM

To:

Cindy Jackson

Cc:

Jason Parker; Benny Dunn

Subject:

Cost Estimate for Botany Woods Drive Slope Failure Stabilization Project

Attachments:

Cost Estimate - Botany Woods Drive Slope Repair - 04-29-2019.pdf; Cost Estimate -

Botany Woods Drive Slope Repair 04-29-2019.xlsx

Cindy,

Jason asked us to prepare a preliminary budget for the subject project which I've attached. We are starting to have a much clearer understanding of where this project is headed now that a preliminary plan has been finalized.

I'm hoping we can have a contractor start work in the week of May 13th which is when our nationwide permit with the US Army Corp of Engineers will hopefully receive final approval.

The construction estimate is the biggest variable at this point. SEI put together a detailed engineers estimate, but the construction bidding market is so volatile these days it could vary up or down slightly compared to what's shown on the budget spreadsheet.

In separate emails, I'll go ahead and forward you a couple of invoices for payment. Please let me know if you have any questions or concerns.

P. Andrew Parker, P.E.
Assistant Public Works Director
Public Works Department | City of Dalton
PO Box 1205 | 535 Elm Street
Dalton, GA 30722
Office: (706) 278-7077
EAN. (706) 278-1047

FAX: (706) 278-1847

^{**}My email address has recently changed to: aparker@daltonga.gov. Please update my email address in your contacts. **

Botany Woods Drive Slope Failure Stabilization Project Budget for Investigation, Plan Development, and Repair

	Slope Failure I	Slope Failure Investigation and Analysis	lysis
Item #	Vendor	Amount	Description
1	Geo Hydro Engineers	\$ 4,350.00	Site review, three (3) soil test borings, standard penetration testing, soil classification, geotechnical engineering report
2	Lowery and Associates	\$ 5,060.00	Full topographical survey of site; staking of easement/construction limits
က	Structural Engineering Solutions, LLC	\$ 1,050.00	Onsite review and coordination with geotechnical engineer to study retaining wall feasibility
	Subtotal	\$ 10,460.00	

	Plan Development	Plan Development and Easement Coordination	Ination
Item #	Vendor	Amount	Description
4	Southeastern Engineering, Inc.	\$ 12,500.00	Civil/drainage design, plan development, quantity takeoff, and environmental permitting
5	Geo Hydro Engineers	\$ 1,000.00	Additional coordination with civil designer, onsite meeting with Structural Engineer, review of civil plan set, preparation of geotechnical construction details
9	Mitchell and Mitchell - Gandi Vaughn	\$ 900.00	Easement drafting and coordination
	Subtotal	\$ 14,400.00	

	Slope Stabilization Project, Mitigation, and Testing	roject, Mitigation, an	d Testing
Item #	Vendor	Amount	Description
7	Construction estimate*	\$ 245,000.00	*Engineers estimate by SEI plus required replanting/landscaping of slope
∞	Stream mitigation credits**	\$ 32,000.00	**Potentially required by US Army Corps of Engineers - 1,598 credits @ \$20 per credit
6	Geo Hydro Engineers	\$ 17,500.00	Geotechnical testing and onsite inspection
	Subtotal	\$ 294,500.00	

Cost Estimate Grand Total \$ 319,360.00

Lapsed Funded Positions 3/31/2019



<u>Department</u>	<u>Positions</u>	<u>Estimat</u>	ted Savings
Fire Department	3 firefighters	\$	28,500
Public Works	Project engineer, laborer, truck driver		31,400
Police Department	9 vacancies		101,800
Recreation	Fully staffed		-
IT	1 vacancy		18,000
		\$	179,700

Notes:

1st quarter payroll contained 14 weeks = 560 hours for regular employees & 784 for fire
Estimated savings doesn't contain FICA, pension, health insurance, or over-time costs
Amounts based on hourly wage budgeted in 2019
Fire, Police, and Public Works reduced to 98% during budget process so amounts reflect reductions

Cindy Jackson

From:

Todd Pangle

Sent:

Tuesday, April 23, 2019 10:40 AM

To:

Cindy Jackson

Subject:

RE: Vacant Positions

Good Morning,

Currently and during that period of time we were short 3 firefighters.



As a side note, we plan to hire 5 new employees this fall. The two extra are to replace Deputy Chief Busby who is retiring May 31st, and Engineer Macon who plans to retire this November/December. Assuming we finish the Fall Recruit Class with all 5, we would end the year full staff.

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720

Phone: 706-278-7363 x222

Fax: 706-272-7107

** Please note: The City of Dalton has adopted a new Domain and my email address has changed. My Primary address is tpangle@daltonga.gov. I can still be reached at tpangle@cityofdalton-ga.gov, however all outgoing email will use the new domain

From: Cindy Jackson

Sent: Tuesday, April 23, 2019 10:05 AM

To: Benny Dunn; Cliff Cason; Todd Pangle; Mike Miller

Cc: Jason Parker

Subject: Vacant Positions

Good Morning Gentlemen,

Will you please send me a list of vacant full-time approved positions for your department for the period of January – March 2019?

Thank you!

Cindy

Cindy Jackson, CPA,

Chief Financial Officer City of Dalton, GA (706) 529-2460 cjackson@daltonga.gov

From:

Benny Dunn

Sent:

Wednesday, April 24, 2019 9:01 AM

To:

Cindy Jackson

Cc:

Andrew Parker; Tosha Haynes

Subject:

RE: Vacant Positions

Cindy,

From January thru March 2019 we had the following funded, vacant, full-time positions:

Project Engineer (Administration)

\$30/hr.

3.75 per bullion

Laborer (Street Maintenance)

\$12/hr.

\$13,3°

Single Axle Truck Driver (Street Maintenance)

ain wook and are along on the D

Please be aware that we have filled the **Laborer** position this week and are close on the **Project Engineer** position. We also have a possible candidate for the **Single Axle Truck Driver**.

Pease let me know if you have any questions concerning these positions. Thanks.

Benny J. Dunn

Public Works Director

City of Dalton, GA

Office: 706-278-7077 Cell: 706-280-3565 bdunn@daltonga.gov

**My email address has recently changed to: bdunn@daltonga.gov. Please update my email address in your contacts. **

From: Cindy Jackson

Sent: Tuesday, April 23, 2019 10:05 AM

To: Benny Dunn; Cliff Cason; Todd Pangle; Mike Miller

Cc: Jason Parker

Subject: Vacant Positions

Good Morning Gentlemen,

Will you please send me a list of vacant full-time approved positions for your department for the period of January – March 2019?

Thank you!

Cindy

Cindy Jackson, CPA, Chief Financial Officer City of Dalton, GA

Sent:	Faye Pennington Tuesday, April 23, 2019 3:53 PM Cindy Jackson	
Subject:	FW: Vacant Positions	
As of March 21, 2019, the	police department had 9 vacancies.	
From: Cliff Cason Sent: Tuesday, April 23, 20 To: Faye Pennington <fpe fwd:="" posi<="" subject:="" td="" vacant=""><th>nnington@daltonga.gov></th><td></td></fpe>	nnington@daltonga.gov>	
Can you send this to	Cindy?	
Sent from my Verizon, Sams		
From: Cindy Jackson < Control Date: 4/23/19 09:59 (GM To: Benny Dunn < BDur	CJackson@daltonga.gov> MT-05:00) n@daltonga.gov>, Cliff Cason < CCason@daltonga.gov>, Todd Pangle y>, Mike Miller < MMiller@daltonga.gov> er@daltonga.gov>	
Good Morning Gentlem	en,	
Will you please send me January – March 2019?	a list of vacant full-time approved positions for your department for the period	d of
Thank you!		
Cindy		
Cíndy Jackson, CP	A,	
Chief Financial Officer		_

From:

Chris Crossen

Sent:

Wednesday, April 24, 2019 1:54 PM

To:

Cindy Jackson; Jason Parker

Cc:

Cliff Cason

Subject:

YTD Lapse Salaries

These are the numbers through 4/19. I did not calculate CID or support because they have been almost fully staffed for the first part of the year.

	Budget amount	Projected needs on 4/19	Actual expended on 4/19	Lapse amount on 4/19
ADMIN Salary \$397,971		\$118,846	\$96,002	\$22,844
Patrol Salary	\$3,287,945	\$982,090	\$805,310 \$20	\$176,780

Chris Crossen Assistant Chief of Police Dalton Police Department 706-278-9085 x 9310 FBINA 263

^{*}This message, including any attachments, may contain confidential, privileged and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any unauthorized review, use, disclosure or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the message."

^{**} Please note: The City of Dalton has adopted a new Domain and my email address has changed. My Primary address is ccrossen@daltonga.gov. I can still be reached at ccrossen@cityofdalton-ga.gov, however all outgoing email will use the new domain.

From:

Mike Miller

Sent:

Tuesday, April 23, 2019 7:35 PM

To:

Cindy Jackson

Cc:

Benny Dunn; Cliff Cason; Todd Pangle; Jason Parker

Subject:

Re: Vacant Positions

I looked at what we budgeted for and have all full time position filled. In all divisions. Golf and Senior Center.

Mike Miller Director Dalton Parks and Recreation 706-278-5404

On Apr 23, 2019, at 9:59 AM, Cindy Jackson < CJackson@daltonga.gov > wrote:

Good Morning Gentlemen,

Will you please send me a list of vacant full-time approved positions for your department for the period of January – March 2019?

Thank you!

Cindy

Cindy Jackson, CPA,

Chief Financial Officer City of Dalton, GA (706) 529-2460 cjackson@daltonga.gov

Please Note: My email address has changed due to a Domain change. I am able to continue to receive emails at cjackson@cityofdalton-ga.gov; however, outgoing emails will use new domain.

	January - March						
	2019	2018	2017	2016			
Number of Weeks	14	14	14	12			
Fire				_			
Regular	68,329	71,237	69,904	61,099			
Over-time	4,273	4,181	4,913	4,184			
Part-time			= 3				
	72,602	75,419	74,818	65,283			
Average hours per week	5,186	5,387	5,344	5,440			
Full-time equivalent	92.60	96.20	95.43	97.15			
Police							
Regular	54,402	57,017	54,641	47,529			
Over-time	801	965	865	675			
Part-time	241		439	291			
	55,443	57,983	55,945	48,496			
Average hours per week	3,960	4,142	3,996	4,041			
Full-time equivalent	99.00	103.54	99.90	101.03			
Public Works							
Regular	39,918	40,263	40,219	33,049			
Over-time	701	639	936	508			
Part-time		234	328	279			
	40,619	41,135	41,482	33,837			
Average hours per week	2,901	2,938	2,963	2,820			
Full-time equivalent	72.53	73.46	74.08	70.49			
Recreation							
Regular	16,967	15,236	15,260	13,137			
Over-time	442	324	405	183			
Part-time	8,997	7,667	7,374	5,980			
	26,406	23,227	23,039	19,300			
Average hours per week	1,886	1,659	1,646	1,608			
Full-time equivalent	47.15	41.48	41.14	40.21			
Total hours	195,070	197,763	195,284	166,916			
Average hours per week	13,934	14,126	13,949	13,910			
Full-time equivalent	311.30	314.67	310.55	308.88			



MEMO

TO:

Cindy Jackson, CPA

Chief Financial Officer

FROM:

Cliff Cason

Police Chief

DATE:

April 2, 2019

SUBJECT:

Budget Amendment for Firearms Purchase

The following is a request for a budget amendment to reallocate funds from the Dalton Police Department State Drug Seizure Account #2175403498 to the Confiscated Fixed Assets Capital Outlay <5000 budget line 210415 039980.

The transfer is to cover the purchase of 95 Glock Model 45 pistols for use as the primary duty weapon of Dalton Police Department Officers. The purchase was recently approved by the public Safety Commission and will be made completely with seized funds. The amount of the transfer will be \$20,000 as reflected in the included spreadsheet.

ORG.#	OBJ.#	PROJECT#	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
3498					-20,000
210415	039980	STATE	1,700	21,700	20,000
	3498	3498	3498	ORG.# OBJ.# PROJECT# BUDGET 3498	ORG.# OBJ.# PROJECT# BUDGET BUDGET 3498

Thanks, Cliff



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/6/19

Agenda Item: Purchasing

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved

by City Attorney?

Yes (Minor Firm)

Cost: NA

Funding Source if Not NA

in Budget

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

Change to Purchasing Policy to reflect HB 489 for posting bids and proposals on the Georgia Procurement Registry. Implemented change 7/1/18, but policy not changed to reflect change in law.

CITY OF DALTON, GEORGIA

PURCHASING POLICY AND MANUAL TABLE OF CONTENTS

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O.C.G.A. § 36-37-6	E
O.C.G.A. § 36-80-26 & HB489	F

POLICY SCOPE

The policy of the City of Dalton is to provide fair and equitable treatment of all persons involved in public purchasing with the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

These policies and procedures are designed to ensure that all City funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Dalton (City).

This purchasing policy will apply to all City departments and to other agencies, authorities, commissions, and joint-ventures as the governing authority may deem appropriate.

GENERAL POLICIES

A. FULL AND OPEN COMPETITION

The City will make every effort to obtain high quality goods and services at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with the avoidance of any impropriety. All purchasing transactions are subject to the State of Georgia's Open Records Act.

B. GRATUITIES AND GIFTS

To reduce the potential for conflicts of interest, abuse of position, or even the appearance of impropriety, the City limits gifts employees or officials may receive from organizations, business concerns, or individuals with which they have (or may have in the future) official relationships concerning the business of City government. Employees may receive an occasional meal, promotional items routinely distributed by vendors, and de-minimis holiday gifts. Refer to City's Conflict of Interest Policy in Exhibit A.

C. INTEREST OF OFFICIALS OR EMPLOYEES IN EXPENDITURE OF PUBLIC FUNDS

All transactions of the City that involve the use of public funds will be in compliance with the requirements of the City's Code of Ethics ordinance Chapter 2, Article VIII of the City Code, and applicable state law. Refer to City's Code of Ethics ordinance in Exhibit B.

D. DISCLAIMER OF RESPONSIBILITY

The City will not be responsible or liable for any expenditure or agreement for expenditure made by a City employee, City official, or an employee of any department utilizing public funds who fails to follow this purchasing policy and procedures. It is considered a "breach of duty" on the part of any employee who procures goods or services not consistent with the purchasing policy. Any breach will be reported to the City Administrator or Chief Financial Officer in writing.

The Mayor and Council may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement of goods or services made in its name, in the name of any governmental department under its fiscal authority, by an unauthorized person acting outside these policies. The cost of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

SPECIFIC POLICIES

A. DECENTRALIZED PROCUREMENT CONTROL

- 1. Each department head is responsible for the enforcement of these policies and procedures within their respective department(s). The department head may delegate the purchasing responsibility to employees within their department. A list of employees authorized to make purchases on behalf of the City will be submitted to the Finance Department on or before January 1st of each year.
- 2. Departments are restricted from purchasing or contracting with vendors for goods or services until the vendor is set up in the accounting system by the Finance Department. Departments desiring to utilize a new vendor not set up in the system will have that vendor complete a City of Dalton vendor packet and submit to the Finance Department. The Finance Department will review the vendor packet for completion and notify the department of incomplete submissions. Once all information is received, the vendor will be set up in the system and the department may conduct business with the new vendor.
- 3. Departments are responsible for entering the purchase order (PO) in the accounting system at the point of ordering or purchasing the goods. Purchase order numbers are the computer generated sequential number provided by the accounting software. Once the goods and the invoice are received, the PO, packing slip (or other form of documentation showing date received and initials or signature of person receiving goods), and invoice will be matched and sent to accounts payable for processing. Goods and services should not be purchased without a purchase order number. In certain circumstances, such as office staff is not available to obtain sequential PO number, a series of PO numbers may be issued to departmental purchasing agents and subsequently entered into the system in a timely manner. For credit card purchases, a PO number may be issued at the beginning of the statement cycle and used for all purchases with that vendor (Home Depot, Wal-Mart, etc.) until the month end. Recurring purchases are covered in section C.
- 4. Accounts payable (Finance Department) will review for proper documentation, proper budget coding, and accuracy. Any discrepancies will be reported to the person signing the purchase order before payment is made to the vendor.
- 5. It is the responsibility of the departments to reconcile vendor statements specific to their department. The Finance Department will assist in this process on an as needed basis.
- 6. The City Administrator, or his/her designee, will have the authority to review all invitations to bid issued on behalf of the City and to question the quality, quantity, and type of commodity or service requested. The Chief Financial Officer, or his/her designee, will be responsible for periodic review of purchases on behalf of the City for compliance with the purchasing policy. Non-compliance will be reported to the City Administrator and/or the Finance Committee.

B. BUDGET ALLOCATION AND CONTROL

Unless a budget appropriation is available, no procurement will occur which obligates the City to pay for goods or services. Each respective department head or designee has the responsibility of reviewing the budget availability prior to beginning the ordering of goods or services. The budget can be overridden by the Chief Financial Officer only in the event of an emergency purchase (as strictly defined in this

document) and when a contract or bid has been approved by vote of the Mayor and Council, but a budget amendment has not yet been obtained. It is the responsibility of the department head to request a budget amendment in writing to the Chief Financial Officer for submission to council for approval. The department head is authorized to request operating budget transfers within departmental budgets at his/her discretion by submitting the request in writing to the Chief Financial Officer.

C. PROCUREMENT THRESHOLDS

Policy pertaining to the amount of a purchase determines how the purchase will be handled. Listed are general minimums for quotes, bids, and proposal guidelines for supplies and capital expenditures. These thresholds apply to *aggregate purchases*. For example, purchase 10,000 screws for \$1 each, the aggregate price is \$10,000, not the individual price of \$1. Purchase orders may not be split to avoid following these threshold requirements. The Finance Department will strictly monitor these requirements. The City Administrator has the authority to question all purchases including the vendor selection.

Please note that any federal or state grant-contract procurement requirements preempt local policy. It is the responsibility of the department administering the grant or contract to follow stated contractual procurement. Non-compliance can result in the City paying back funds to the federal-state agency.

AMOUNT	REQUIREMENTS
\$2,499.99 or less	Department purchase order and no quotes required. If quotes were used by the department to determine price, attach the quote form to the PO.
\$2,500.00 - \$19,999.99	Department purchase order and three written quotes from qualified vendors. Quote form must accompany the PO before payment will be made. Documentation supporting Internet or email quotes will be accepted.
\$20,000.00 - \$99,999.99	Formal sealed bid or request for proposal process with a minimum of two (2) weeks public advertisement prior to opening dates required. Road construction contracts performed by private contractors (estimated cost \$20,000 - \$200,000) must follow O.C.G.A. §32-4-113.
\$100,000 or greater	Equipment, supplies, and contracts not falling under Public Works contracts, as defined below, require a purchase order, sealed bids or request for proposals with a minimum of four (4) weeks advertisement prior to opening date.
	"Public Works" construction contracts (building, altering, repairing, improving, or demolishing of any kind to any public structure, building, or other public real property other than those projects covered by Chapter 4 of Title 32) are required to comply with O.C.G.A. §36-91-1 through §36-91-95 as it relates to advertising, bidding, and general requirements outlined in this bill. Refer to Exhibit C. These contracts

require bid (5%), performance (100%), and payment bonds (100%).

These requirements may be waived if prior favorable experience justifies allowance of cash deposit or bank letter of credit in lieu of bonding requirements. Such allowances <u>must</u> be approved by mayor and council.

Fuel Fuel is exempt from the formal bid policy due to the quantity, time

factor of demand, and the daily pricing volatility. The departments are

required to obtain three written quotes from qualified vendors.

Seized Funds This policy does not apply to seized money. Seized money is governed

by Federal and/or State regulation. "Seized money" will be designated

on PO.

Recurring Purchases Recurring purchases such as utilities, debt service, contracted services

(e.g. backflow testing, exterminating, printing, security monitoring, routine maintenance, cleaning, and advertising) are exempted from this policy. Recurring purchases may be subject to annual formal sealed bidding procedures on a city-wide basis if deemed necessary by the City

Administrator.

BIDDING PROCESS AND PROCUREMENT PROCESS

A. FEDERAL AND STATE CONTRACTS

Whenever goods or services are available to the City through a contract with the federal or state government, and when such items or services meet the requirements of the using department, such item or service will be deemed to have met the requirements of competitive bidding. The vendor will be subject to ability to complete a City vendor packet as with all City purchases. Any purchase requiring a signed contract (services, construction, etc.) will be given to the City Attorney for review and the City Clerk for inclusion in the agenda of the Mayor and Council. Once approved, the City Clerk will archive the contract in the official City records.

B. COOPERATIVE PURCHASING AGREEMENTS

The City is authorized to enter into cooperative purchasing agreements with other units of government when it is in the best interest of the City. *The cooperative purchasing agreement must have been competitively bid by the issuing government entity to be used by the City.* Departments desiring to enter into these agreements will send the information to the Finance Department for review. The Finance Department will complete the setup process and send the information out to the departments. The Finance Department will maintain a list of agreements on file for the benefit of the departments. The vendor will be subject to the ability to complete a City vendor packet as with all City purchases. Any purchase requiring a signed contract (services, construction, etc.) will be given to the City Attorney for review and the City Clerk for inclusion in the agenda of the Mayor and Council. Once approved, the City Clerk will archive the contract in the official City records.

C. ROAD AND PUBLIC WORKS CONTRACTS

Road and public works contracts will be governed by state law, and shall preempt this policy.

D. PROFESSIONAL SERVICES

Professional services are not required to be competitively procured, but when determined to be in the best interest of the City, requests for proposals may be issued for professional services. Negotiated contracts for professional services are typically utilized when additional services are needed on an existing contract or when recurring services are needed and a relationship has been established with an existing vendor and the cost associated with changing vendors may be more than any savings realized through the procurement process.

A professional service is defined as any service performed by a person or firm that is registered with the Georgia Secretary of State and required to maintain a valid State of Georgia license to provide their respective service, including, but not limited to: engineering, architectural, surveying, testing and special studies, audit and accounting, insurance, financial advisor, court reporting, and legal.

Projects funded or partially funded with federal or state funds may require professional services to be procured according to procedures outlined in the funded activity. The City is required to follow federal and state procurement procedures when funding dictates. The department receiving the funds or the grant administrator is responsible for proper procurement in relation to the contract or grant administered by the department.

E. REQUEST FOR PROPOSALS (RFP)

Formal sealed proposals may be used when clear specifications are not available or when a service is required. In this procurement method, qualifications will normally be the primary issue and price may or may not be used in the evaluation of the proposal. The basis of the award is the criteria outlined in the proposal. At the public opening, only the name of the vendors offering proposals will be read. Because negotiations are still possible, the contents of the proposal will not be released until the item or service has been evaluated and awarded.

F. INVITATION TO BID AND REQUEST FOR PROPOSAL PROCEDURES

- 1. The requesting department is responsible for:
 - a. Preparation of the bid document or request for proposal will include:
 - 1. Place, time, ability to meet City vendor requirements, and date when bid/RFP will be received, opened, and/or publically read.
 - 2. Notice that bids be clearly marked with a departmental bid number on the outside of package and submitted to the City of Dalton Finance Department as custodian of all City bids/RFP's.
 - 3. Delivery requirements (responsibility for shipping, etc.).
 - **4.** Person to contact for clarification of specifications.
 - 5. Special conditions not included in specifications.
 - 6. Contract conditions and terms.
 - 7. Any applicable federal or state requirements in regards to City grants or contracts.
 - 8. Statement that the City reserves the right to reject all bids.
 - b. Submission of bid documents to Finance Department as bid custodian.
 - c. Advertisement of bid and RFP's:
 - 1. Georgia Procurement Registry (§36-80-26)
 - 1. All non-public works construction bids and proposals expected to be \$10,000 or greater are required to be place on the registry.

- 2. All public works construction bids and proposals are required to be placed on the registry.
- 3. Submit to Finance Department for placement on the registry.

2. Local Newspaper and City Hall bulletin board:

- 1. <u>All</u> public works construction contract bids and RFP's are required to be placed in the local newspaper and on the bulletin board at City Hall (refer to page 4 for definition of public works contracts).
- 2. Non-public works contracts and RFP's <u>are not required</u> to be placed in the local newspaper and on the bulletin board at City Hall.
- **3.** Each department is responsible for submission of the bid/RFP advertisement to the newspaper.
- 4. Submit to Finance Department for placement on City Hall bulletin board.

3. City Website:

 At the department's discretion, bids and RFP's may be placed on the City's website.

2. The Finance Department will be responsible for:

- **a.** Receipt of bid/RFP between 8:00 a.m. and 5:00 p.m. Monday through Friday at Dalton City Hall during period of open bid.
- **b.** Stamp the date and time bid/RFP received on the outside of the envelope/package submitted by bidder.
- **c.** Maintain unopened bids in vault until responsible department retrieves for bid opening on the date and time as stated in bid/RFP advertisement package.
- **d.** All bids received after the specified date and time in the bid advertisement will be rejected for consideration and returned to issuing department for return to vendor.

G. PREFERENCE FOR GEORGIA PRODUCTS

In accordance with O.C.G.A. §36-84-1, the City, when contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced within the State of Georgia. Such preference will not sacrifice quality.

H. LOCAL VENDOR ALLOWANCE

In acknowledgment that local vendors contribute the City tax base and promote the local economy, the Mayor and City Council, have determined that under certain instances, such local vendors will be provided an additional concession when bidding against non-local vendors. If the local vendors bid, meets all the bid specifications and is not more than 4% greater than the lowest bid submitted by the non-local vendor, then the lowest local vendor will be given the opportunity to notify the Chief Financial Officer or the department head of the bidding department in writing, 1 business day after the bid opening, that it agrees to match the lowest bid price. If that local vendor doesn't agree, then the next lowest local bidder will be given the same opportunity to match the low bid and so on until all local vendors have had the opportunity to match the low bid.

This will not apply to road construction and public works projects governed by Georgia Laws or to the

purchase of any other goods and/or services, for which such preference is prohibited by Georgia or Federal Law (for example, grant awards).

A local vendor must maintain a physical presence within Whitfield County, including, but not limited to the maintenance of 1 or more offices and the employment of 2 or more persons prior to the submission of the bid. A post office box maintained within Whitfield County does not qualify as a local vendor. The vendor must also be current on property taxes and occupation taxes (for businesses located within the City limits).

I. CANCELLATION OR REJECTION OF BID OR PROPOSAL

The Mayor and Council reserves the right to cancel any outstanding formal sealed bid or proposal prior to the opening of the bid or proposal and also reserves the right, after the bid opening, but prior to the award of a bid, to reject, in whole or in part, any bid or proposal. Any cancellation or rejection will be consistent with the procurement policies and procedures.

J. SOLE SOURCE VENDOR

A sole source situation exists when there is only one vendor who can provide the product or service or a particular brand is required for compatibility or repair. Sole source procurement is permissible if a required good or service is available from only a single supplier. To determine that a sole source situation exists, research must be performed by the user department providing proof that vendor is truly a sole source. The documentation will be sent to the Finance Department for recording keeping purposes. Finance will maintain sole source files containing, department justification, research documentation, and manufacturer documentation.

K. EMERGENCY PURCHASE

An emergency purchase is one in which a situation exists where there is a threat to health, welfare, or safety that does not allow time for normal, competitive purchasing procedures. Examples are flooding, power outages, or other natural disasters including, but not limited to, unusual inclement weather. All emergency purchases will require the City Administrator to "sign off" on the purchase order prior to payment by the Finance Department. Items that a department did not realize it would need to operate throughout the year is not deemed an emergency purchase.

L. COMPUTER HARDWARE AND SOFTWARE PURCHASES

Proposed purchases of computer hardware and software must be reviewed by the IT Department to ensure compatibility with the City's equipment and network system, as failure to follow this policy could result in unsupported hardware and software. Requests to purchase computer hardware or software must follow the purchasing policy guidelines.

M. CITY CREDIT CARD PURCHASES

Purchases made and charged to the City's credit card should be infrequent and used primarily for travel related expenses and certain internet purchases. Normal purchasing procedures should apply when using the City's credit card. The credit card is simply a payment method. Under no circumstances shall the City's credit card be used for personal purchases, even to be reimbursed later by the employee. Refer to the City's credit card policy. Refer to Credit Card Policy in Exhibit D.

CONTRACTS, LEASES, AND CHANGE ORDERS

A. CONTRACTS FOR GOODS AND SERVICES

- 1. Must be reviewed by the City attorney.
- Must be approved by the Mayor and Council and signed by the mayor except for contracts for goods or services <u>\$0 - \$5,000</u> can be signed by the department head, but <u>MUST</u> be ratified by the mayor and council at the next scheduled council meeting.

B. SHORT-TERM LEASE (RENTAL) AGREEMENTS FOR GOODS AND SERVICES

Leases and/or agreements less than one year in term and within the fiscal year without a
purchase option can be signed by the department head or City Administrator. Such
agreements include but are not limited to equipment rental, routine maintenance
agreements and service agreements, and license agreements for computer software.

C. MULTIYEAR CONTRACTS FOR GOODS AND SERVICES

- 1. Must be reviewed by the City attorney.
- 2. Unless contract approved by voter referendum, the contract must contain provision payable only from funds appropriated in current fiscal year, lessor only has recourse against funds appropriated in current fiscal year, lessor retains title to property subject to contract in the event contract is terminated, and no recourse against any other assets or funds of lessee.

D. CHANGE ORDERS

The department head or City Administrator may make written changes to the plans, specifications, scheduling, and performance period of any contract (purchase order) and is responsible for the documentation of those changes to the original contract (purchase order). However, any changes that increase the total dollar amount of the original contract or makes a material change to the scope of the project must be approved by the Mayor and Council in a public meeting.

CITY PROPERTY DISPOSAL

A. OVERVIEW AND PROCEDURE

Disposal of municipal real and personal property is governed by O.C.G.A. §36-37-6 (Exhibit E). Annually, or on an "as needed basis", the departments will determine any equipment, materials, and other goods determined to be surplus and/or damaged with an estimated market value of greater than \$500. For financial record keeping and audit purposes, a list is to be maintained by the department of all assets disposed of, method of disposal, and cash received or trade-in value allowed. Assets may be sold through public auction, formal sealed bids, or over the internet using www.govdeals.com. Per Georgia Code, the method of disposal will be advertised once in the official legal local organ of the county or a newspaper of general circulation in the community, not less than 15 days nor more than 60 days preceding the day of the auction, placement on GovDeals.com, or last day for receipt of proposals.

B. CLASSIFICATIONS

- Scrap Any material or item that can be used for re-melting to produce iron, steel, or its alloys.
- Waste All non-metallic refuse which has a marketable value.
- Worn or Damaged May be scrap or waste material or item that can be sold or used for trade-in.

- Obsolete and Surplus Any material or item that is of no use to the City,
- Excess Any item that doesn't have an essential or vital purpose for the operations of a particular department. The item may have value and may be utilized by another department within the City.

C. METHODS OF DISPOSAL

- Sealed Bids or Gov.Deals Used when a material or item is of insufficient quantity to
 justify the cost of a public auction.
- **Public Auction** Used when there are a variety of items available in sufficient quantities to justify the cost of a public auction.
- Trade-In Should only be used in situations where it is economically advantageous to do so (i.e. trade – in equivalent to market value, comparison of cash deal to cost with tradein less fair market value, etc.).
- Negotiated Sales to Other Public Entities or Individuals Available only when fair market value of item is deemed \$500 or less. Documentation must accompany item for sale estimating fair market value.
- D. ADDITIONAL RULES APPLY TO SALES AND EXCHANGES OF CITY OWNED REAL PROPERTY REFER TO GEORGIA CODE IN EXHIBIT E.

MANUAL OF CITY OF DALTON GEORGIA PURCHASING POLICY

This document shall be viewed as a manual to be referred to and relied upon by departments of the City. It is to be referred to by the city departments in its acquisition or purchase of goods and services. Each city department will maintain a copy of this document, including all subsequent amendments to said policy, for reference in making such purchases for goods and services. Each person making purchases, preparing bids and RFP's, and/or any other procurement function on behalf of the City, is required to read and understand the City Purchasing Policy and Manual.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/6/19

Agenda Item: Travel Policy

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved

by City Attorney?

Pending

Cost: NA

Funding Source if Not

in Budget

NA

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

To change the in state travel to the annual per diem rates as published by US General Administrative Services Administration.

CITY OF DALTON TRAVEL POLICY AND PROCEDURE

PURPOSE:

To provide guidelines for authorization and administration of travel expense reporting by City employees and elected officials. Objectives of these guidelines are: uniformity and fairness to all travelers, conservation of public funds, and a level of comfort while traveling that allows City business to be conducted in a professional manner.

SCOPE:

These policies and procedures apply to all of the City's elected officials, employees, members of the advisory boards, and all others who are authorized to travel on City business.

DEFINITIONS:

As used in this statement of policy, "City Business" shall pertain to either of the following:

- 1. "Business Travel" travel for the purpose of conducting official City business.
- 2. "Professional/Educational Travel" travel to attend meetings, conferences, and training programs for professional growth and development for the mutual benefit of the employee and City.

"Authorizing party" - individual authorized to approve or disapprove all travel-related requests. Individual is assumed to be in a level of authority such that they can accurately evaluate the need for and the cost and benefit of such travel.

"Requesting party" - individual who will be reimbursed for travel costs incurred.

ADMINISTRATION:

- 1. Employees are expected to search out the most reasonably priced arrangements for their travel event taking into consideration their personal safety and a reasonable level of comfort.
- 2. The City does not contract with a specific travel agent. Employees may book travel arrangements through an agent of their choosing or by utilizing one of the many Internet sites available for such purposes.
- 3. Travel arrangements that include air, lodging and/or car rental should be made as far in advance as possible, preferably at least 30 days prior to the travel event, to insure the most economical and desirable arrangements.
- 4. Employees that have not been issued a City credit card are urged to use their personal credit card for payment of travel expenses, thereby reducing/eliminating the need for cash advances. Timely submission of approved requests for reimbursement will provide employees with reimbursement funds in time to pay their credit card charges as they become due.

GUIDELINES FOR TRAVEL AUTHORIZATION:

- 1. Decisions as to which travel is authorized begin with the budgetary process. Travel needs must be anticipated and submitted in the annual budget for approval by the Mayor and Council.
- 2. The authorizing party's responsibility is to stay within his/her departmental budget's travel allocation as approved by the Mayor and Council.
- 3. Prior to approving a travel request, the authorizing party is responsible for determining that a sufficient unexpended appropriation remains in the travel and training budget to reimburse all expected costs of the travel.

- 4. Personal items, alcoholic beverages, and expenses of family members are not authorized. Expense reports must be prepared to reflect only actual expenses essential to the conduct of City business by the employee. The City will not pay for such items as movies, room service, pay per view, sporting events, and any other nonessential expenses.
- 5. Requests for travel, travel advances, and actual expense reimbursement should be authorized as follows:

Requesting Party Authorizing Party

Employee other than department head Department Head

Department Head City Administrator

City Administrator Chief Financial Officer or Mayor

Elected Officials City Administrator or Mayor

Boards, Commission, Authority City Administrator or Mayor

EXPENSE REIMBURSEMENT POLICIES:

The following reimbursement guidelines are intended to set forth maximum standards. Employees and officials of the City are expected to spend funds prudently and in best interest of the City.

Lodging

Reimbursement for lodging is authorized when the individual's travel requires overnight accommodation. Overnight accommodations must be approved by the authorizing party. Receipts are required for all lodging costs.

- 1. Employees and officials are reimbursed for the cost of a standard hotel-motel room available in the travel vicinity. The minimum corporate, governmental, or lowest special rate should be requested along with any other discounts which you might be entitled to receive (i.e. Senior citizen/AARP).
- 2. Advance registration, prepaid by City check, will be used whenever possible.
- 3. For in state travel, employees are responsible for obtaining a tax-exempt certificate from the Finance Department prior to travel. This certificate is to be presented at the time of check-in. In some instances if lodging is not prepaid by City check, as noted above in (2), the hotel-motel may not accept the exempt tax certificate. It is the responsibility of the employee to ensure the necessary steps are taken to receive tax exempt status for lodging. Employees and officials will not be reimbursed for taxes eligible for exemption. If paid with City credit card, the employee or official will be required to reimburse the City.
- 4. The City will pay only actual room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons. The employee is responsible for submission of the receipt and failure to do so will result in the employee or official not being reimbursed by the City. If paid with City credit card, the employee or official will be required to reimburse the City.
- 5. When two employees or officials share a room, one employee or official will pay and request reimbursement for the full lodging charge. The second employee or official shall not be entitled to any reimbursement since he/she did not incur any expense. In the rare instance where the hotel agrees to split the bill, each employee will be responsible for their share and each entitled to reimbursement.

Meals

Employees are entitled to a per diem rate for meals and incidentals when traveling for City business. Actual receipts are not required when requesting reimbursement at the per diem rates. These are approved maximum per diem rates.

If an employee is attending training at a facility where meals are provided at a cost lower than per diem rate, the per diem rate can be reduced, at the discretion of the authorizing party.

Overnight Travel

1. Overnight travel prior to 7/1/19, the per diem rate for overnight travel within the state of Georgia is \$46 per full day of required overnight travel. Employees are entitled to reimbursement for meals on a per diem amount of forty-six dollars (\$46) per day, based on the following breakdown:

Breakfast	\$11.00
Lunch	\$12.00
Dinner	\$23.00

<u>EFFECTIVE 7/1/19 AND AFTER</u>, the per diem rate for overnight travel within Georgia will be the per diem Georgia rate as published by the U.S. General Administrative Services Administration and can be found at <u>www.gsa.gov/perdiem</u>.

If meals are included in the conference cost, then the per diem rate will be reduced accordingly (i.e. lunch then subtract \$12.00 from the per diem rate).

For travel *outside of Georgia*, the federal per diem rate from the U.S. General Administrative Services Administration can be used at the discretion of the authorizing party. Rates can be found at www.gsa.gov/perdiem. The employee will attach a printout of the webpage and attach to the Travel Expense Report.

2. Day of travel to and from event will be paid at 75% of the per diem rate which is \$38.00, if the event is more than 150 miles from Dalton. If less than 150 miles, then at 50% of per diem which is \$23.00. Substantiation of mileage is required for reimbursement.

Single Day Trips Outside Whitfield County

Travel outside of Whitfield County for a conference, training, or other authorized City business is eligible for *actual meal expenses* of up to 75% of per diem rate which is \$38.00, at the discretion of the authorizing party. Actual receipts will be required and attached to the Travel Expense Report.

Business Meals

Management is required to meet with persons of other governments and professional associations in which the exchange of information will prove to be beneficial to the City. In this situation, it may be deemed appropriate to pay for the cost of the meals for the employee or official and the guest of the City.

Reimbursements are subject to the following:

- a. The requesting part is a Department Head, City Administrator, or Elected Official.
- b. A receipt is provided.
- c. A Travel Expense Report is submitted.

Transportation

It is the responsibility of each employee and official to choose the least expensive mode of transportation that conforms to this policy.

Air, Rail, and Bus

Air, rail, and bus Is acceptable for destinations not within reasonable driving distance. Transportation will be obtained at the most economical rate. "Economy" or "tourist" level shall be obtained at the most economical mode of travel where available. Receipts are required for reimbursement or payment of transportation cost. City Vehicles

The use of a City vehicle is authorized for City business purposes only. City vehicles can only be driven by City employees or officials.

- 1. City employee responsibilities as driver of a City vehicle:
 - a. Must possess a valid Georgia driver's license.
 - b. Be insured by the City's vehicle insurance policy.
 - c. Be the only person to drive/operate the vehicle.
 - d. Seat belts must be worn at all times during operation of vehicle.
 - e. Forbidden to operate vehicle while under the influence of alcohol, drugs, or any medication that may impair the ability to operate the vehicle.
 - f. The use of tobacco in any form is prohibited in City vehicle.
 - g. Employee is required to immediately report any damage to the vehicle to his/her immediate supervisor or department head.
- 2. When more than one City employee is attending the same conference, meeting, training, etc. City employees will ride-share in City vehicles that are assigned to that department when feasible. If space is available in a City vehicle, but employee chooses to use personal vehicle, then that employee will not be reimbursed for mileage.
- 3. "Gas cards" assigned to City vehicles should be used for all gas and oil purchases while traveling. No other purchase, such as food or drinks, is allowed to be charged on the gas card.

Personal Vehicle

Use of a personal vehicle is allowed for employees with authorized monthly auto allowances or when a City vehicle is not available within the department.

- The reimbursement rate is the per diem business rate published by the Internal Revenue Service as a
 cents per mile reimbursement. This amount changes periodically and can be found on the Internal
 Revenue Service website. This rate covers fuel, maintenance, and liability and physical damage
 insurance costs of the personal vehicle.
- 2. Employees receiving a monthly auto allowance will not be reimbursed per mileage since the employee is being compensated for business use of vehicle on a monthly basis.
- 3. When more than one employee is attending a particular function, separate car allowances are not approved unless separate arrival and departure times are dictated by other City business or the vehicle will not accommodate the number of people attending the function (normally four persons) and another City vehicle is not available. It is the responsibility of the authorizing party to document and approve.
- 4. The employee must submit a Travel Expense Report documenting mileage driven for City business before reimbursement will be made. Reimbursement requests should be made at least on a monthly basis. The authorizing party is responsible for ensuring that the total number of miles is correct.

Rental Cars

Rental vehicles are not to be used unless the cost is less than that of other available transportation such as taxis, shuttles, or mass transit.

1. The use of a rental car must be justified as an economical need and not as a matter of personal convenience. Vehicles may be rented when:

- a. Local transportation is not available.
- b. The cost of local transportation equals or exceeds the cost of renting an automobile.
- 2. When renting a vehicle:
 - a. Rentals will be limited to "mid-size" cars with standard accessories, unless special circumstances dictate a larger vehicle.
 - b. Rentals will be covered by appropriate insurance, as required by applicable state laws.
 - c. City policies and procedures governing the use of vehicles will apply to rental vehicles.
 - d. Receipts are required for reimbursements of all rental car costs, including gasoline. The rental agreement must accompany the reimbursement request.

Local Ground Transportation and Parking

Local transportation and parking costs incurred while out of town for City business will be reimbursed. All reimbursement requests must have a receipt and be submitted with the Travel and Reimbursement Request.

REGISTRATION

Registration fees for conferences, seminars, continuing professional education, and training events associated with City business and the professional development of employees in regards to their employment are reimbursable when supported by proper documentation. Proper documentation is that which provides information about the course (date, place, time) and course attendee. The following are examples of proper documentation:

- a. Registration form
- b. Brochure or agenda
- c. Screenshot from vendor website detailing event
- d. Email from agency conducting event

NON-ALLOWABLE EXPENSES

It is the policy of the City to reimburse the City employee or official for all reasonable and necessary costs incurred while transacting City business; however, there are specific types of expenses which are considered personal in nature and not reimbursable. These expenses specifically include, but are not limited to:

- Air travel and other personal trip insurance
- Barber, manicurist, shoe polish
- Briefcases or other items of personal use
- Entertainment expenses (airline headsets, theater or movie tickets, sporting events)
- Personal reading materials
- Repairs, maintenance, or insurance on personal vehicles
- Traffic fines or court costs
- Unauthorized trips, gifts, donations, or club memberships
- Lost or stolen personal property while traveling on City business

PROCEDURES

Travel Advances

Travel advances for lodging, meals, travel, registration, and incidentals will not be granted for authorized travel. The prepayment for hotels and registration as well as the provision of per diem reimbursement as stated herein alleviates the need for the use of travel advances.

Expense Reimbursement Procedures:

Upon returning from the properly authorized trip, the employee will present to the authorizing party a complete
itemization of all trip expenses on a Travel Expense Report. This final expense statement, with all required receipts
and deductions of any prepayments (registration fee, hotel, per diem amounts, etc.), will be submitted to the
authorizing party within thirty (30) days after returning from the authorized trip. The authorizing party will review,

sign, date, and properly submit the itemization of expenses to the Finance Department.

Guidelines for completing the Travel Expense Report:

- a. Overnight travel:
 - Must have a hotel receipt even if lodging prepaid by City check or credit card.
 - Any exception must be noted on report (stayed in training facility, stayed with relative, etc.)
- b. Registration:
 - Must have documentation of registration even if prepaid by City check or credit card (registration form, brochure, agenda, etc.).
 - If no registration fee applies (i.e. training provided free of charge), it must be noted on report along with documentation (i.e. email from agency, agenda, etc.).
- c. Meals:
 - If claiming meal reimbursement or per diem associated with an event, must provide supporting documentation for event that evidences date, time, and place (brochure, agenda, registration form, etc.).
 - If claiming per diem rate for out of state travel, must provide print out of GSA website for that state and city/region evidencing rate.
 - If claiming a per diem rate less than maximum (meal included in registration, training facility provides food at lessor cost, etc.), it must be noted on report.
- 2. The Finance Department will audit Travel Expense Reports to determine mathematical accuracy, cross-reference amounts to receipts, and review appropriateness of expenses within guidelines of this policy. Upon determination of accuracy, the reimbursement request will be processed and payment made to employee or official.
- 3. Submission of an inaccurate Travel Expense Report will be returned to the department for correction and resubmission.
- 4. Any employee who knowingly submits a false claim for reimbursement may be subject to disciplinary action up to and including termination.



FY 2019 Per Diem Rates for Georgia

Meals & Incidentals (M&IE) Breakdown

Meats & incluentals (M&I	L) Di Caraowi					3r 3r - pho-	
Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25
Athens	Clarke	\$56	\$13	\$15	\$23	\$5	\$42.00
Atlanta	Fulton / Dekalb	\$66	\$16	\$17	\$28	\$5	\$49.50
Augusta	Richmond	\$61	\$14	\$16	\$26	\$5	\$45.75
Jekyll Island / Brunswick	Glynn	\$76	\$18	\$19	\$34	\$5	\$57.00
Marietta	Cobb	\$61	\$14	\$16	\$26	\$5	\$45.75
Savannah	Chatham	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5-6-19

Agenda Item: Contract for CDBG Administrative Services

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved

by City Attorney?

Yes (Minor Firm)

Cost: \$62,487

Funding Source if Not

in Budget

Covered by CDBG Grant Funding

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

Request for proposals were obtained with one response only by BluLynx Solutions. They are our current administrative provider.

2019 CONSULTING AGREEMENT BETWEEN THE

CITY OF DALTON and BLULYNX SOLUTIONS for CONSULTING SERVICES FOR THE CDBG PROGRAM

This	Agreement	made	this	_ day of		, 2019	by an	d between	BLULYNX
SOL	UTIONS (he	reinafte	er referred	to as "Co	nsultant")	having its o	offices	and place o	f business a
8343	Roswell Rd,	Ste 15	4, Atlanta (3A 30350,	and the CI	TY OF DA	LTON,	300 West V	Vaugh Street
Dalto	on, GA 30720), (here	inafter refe	rred to as	"City"), as	follows:			

WHEREAS, the City of Dalton deems it desirable and necessary to obtain the services of a consultant to provide professional management and administrative services related to the implementation of a Community Development Block Grant (CDBG) entitlement program funded by the U. S. Department of Housing and Urban Development and the Consultant's proposal, annexed hereto as Exhibit "A", hereinafter referred to as the "Service".

Now, THERFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the partied as follows:

- A. <u>Scope of Services:</u> The Consultant agrees to perform the services as described in Exhibit "A", which is annexed hereto and made a part hereof.
- B. <u>Term:</u> The term of this Agreement will commence as of May 1, 2019, and end April 1, 2020 with two (2) one-year renewal terms.
- C. <u>Compensation:</u> The cost for this service shall be a total of <u>\$62,487.00</u>. 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).
- D. <u>United States Department of Housing and Urban Development's (HUD) Rules,</u>

 Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the CDBG funds, as well as HUD's rules, regulations and requirements as currently in

use or as amended by HUD from time to time. Any conflict between this Agreement and HUD's rules, regulations and requirements shall be resolved by the application of HUD's rules, regulations and requirements.

- E. <u>Consultant's Staff:</u> Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to provide for timely, professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform these services under the laws of the State of Georgia.
- F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on —the-job training.
- G. <u>Compliance with Labor Statues and Rules:</u> The Consultant agrees to comply in all respects with the laws of the State of Georgia respecting labor and compensation and with all labor statues, ordinances, rules and regulations.
- H. <u>Conflict of Interest:</u> No person who is a member of the governing body of the Consultant, an officer, or an employee, or the immediate family members of such person will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of any person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.
- I. Representations of the Consultant:

- (1) The Consultant represents that it is a duly organized and validly existing corporation under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement.
- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of the Consultant.
- (3) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by the Consultant, which(a) questions the validity of this Agreement, or any action take or to be taken under it, or (b) is likely to result in any material adverse change in the authority, properties, assets, liabilities, conditions (financial or otherwise) of the Consultant which would materially and substantially impair the Consultant's ability to perform any of the obligations imposed upon the Consultant by this Agreement.
- (4) The representations, statements, and other matters contained in the application, were true and complete in all material respects as of the date of filing. The Consultant is aware of no event, which would require any amendments to the application in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. Consultant is aware of no event or other fact, which should have been and has not been reported in the application as material information.
- (5) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Georgia law.
- (2) That it is validly existing and in good standing under the laws of the State of Georgia, and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This agreement, the consummation of the transactions herein contemplated and their performance, observance and fulfillment by the City of all the terms and conditions hereof on its part to be performed, observed and fulfilled, have all been approved and authorized by the City Council. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the performance for, fulfillment of and compliance with

- the terms and conditions hereof by the City do not and will not (either immediately or with lapse of time, or with notice, or both) conflict with any of the provisions applicable authorizing City Council resolution(s).
- (4) This agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this agreement, subject to a permissive referendum.
- K. <u>Indemnification by Consultant:</u> The Consultant shall indemnify and hold the City, its directors, agents, servants, officers and employees harmless from any and all claims and judgments for damages and from costs expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and responsible to each other for any intentional or negligent acts, which cause damage to the other.
- L. <u>Termination:</u> This agreement may be terminated upon the happening of any of the following events:
 - (1) By mutual written consent of the contracting parties;
 - (2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination give the other written notice setting forth with reasonable detail and specifically the party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective in thirty (30) days from mailing or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said twenty (20) day period;
 - (3) If the City in its sole discretion deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination would be effective in the same manner as (2) above;

- (4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or
- (5) If the Consultant fails to comply with any of the material requirements of this Agreement.
- (6) By the Consultant if the CDBG funds become unavailable or if for whatever reason the City fails for a period of sixty (60) days to compensate the Consultant for services rendered in accordance with this agreement. In the event of termination of this agreement, the Consultant shall return all computer software, computer discs containing program information and tapes, documents, records, and all other materials or very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for services authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of the agreement by the City is pursuant to Paragraph N hereof. Further the Consultant will return all unused City owned supplies and City owned furniture and equipment.
- M. <u>Notification:</u> Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.
- N. <u>Completion of Authorized Work:</u> At the option of the City, any work authorized by this agreement and not completed at the end or earlier termination of this agreement shall be completed under the terms and conditions of this agreement. The Consultant shall receive payment for all such work done.
- O. <u>Consultant Assistance:</u> The Consultant agrees, with regard to this agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in preparations associated with legal actions arising there from and to testify on behalf of the City should the same be requested by the City. The cost will be as set forth on the Exhibit "B" (Fee Schedule) and will be in addition to the compensation provided by paragraph "C".

- P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the proposal submitted by the Consultant for this agreement are named therein, and that no person other than whose mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and was prepared and secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.
- Q. <u>Safety Equipment:</u> The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement. Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.
- R. <u>Assignment:</u> The Consultant shall not assign, transfer, convey sublet or otherwise dispose of this Agreement or of its right, title, benefit, advantage, or interest in or to it, any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.
- S. <u>Successors and Assigns:</u> This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its partners, successors, assigns and legal representatives.
- T. <u>Severability:</u> In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.
- U. <u>Notice</u>: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement.

V. <u>Modification:</u> The agreement and the exhibits annexed hereto constitute the entire agreement

between the parties and supersede all prior oral and written agreements between the parties hereto. It

is understood and agreed that this agreement and the exhibits annexed hereto may be amended in

writing only, and that all understandings and agreements heretofore had between the parties hereto

are merged into this agreement, which alone fully and completely express their agreement, and that

the same is entered into after full investigation, neither party relying upon any statement or

representation, not embodied in this agreement, made by the other.

W. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not

part of this agreement and will not be deemed to affect the meaning or construction of any of its

provisions.

X. <u>Independent Contractor</u>: Nothing contained in this agreement is intended to, or shall be

construed in any manner, as creating or establishing an employer/employee relationship between the

parties. The Consultant shall at all times remain an independent contractor with respect to the services

to be performed under this agreement and the City and the consultant shall remain separate legal

entities. The City shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life and/or medical insurance and Worker's Compensation Insurance as the Consultant is

an independent contractor.

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:	
FIRST NAME LAST NAME, TITLE	

Date: _____

BLULYNX SOLUTIONS, INC.

BY:

KIMBERLY ROBERTS, PRINCIPAL

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The consultant scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

1. Prepare Annual Submission to HUD

- Undertake necessary grant planning activities related to CDBG to include preparation and development of the City's Annual Action Plans, identification of proposed objectives, budgets, planning research and completion of final document for submission to IDIS.
- Ensure Citizen Participation Plan updates annually with Annual Action Plan.
- Conduct all public hearings and postings related to Annual Action Plan.
- Undertake necessary grant planning activities related to facilitation of applications.

2. Prepare Environmental Review Records

- Prepare the Environmental Review Record, including assisting the City in complying with National Environmental Protection Agency (NEPA) requirements.
- Prepare and certify site specific environmental review assessments for each CDBG projects approved for funding and determine the level of environmental review necessary for release of HUD funds for each project.
- Prepare all supporting documentation, preparation of public notices for publication distribution of notices to appropriate State and Federal offices, and provision of original final documents which will meet all statutory and regulatory requirements, and as needed to identify any required mitigation.
- Prepare State Historic Preservation Office (SHPO) site specific review.

3. Conduct Internal Monitoring and Compliance

- Conduct internal monitoring to ensure compliance with all applicable CDBG federal, State, local laws including, and City regulations and policies.
- Coordinate with City staff to gather all necessary documentation for CDBG program monitoring and audit preparation.
- Monitor all project activity to ensure compliance
- Review change orders for compliance
- Review project amendments for compliance
- Monitor files for Davis-Bacon (prevailing wages) and HUD/Section 3 compliance for construction projects

4. Prepare Subrecipient Agreements

- Prepare annual Subrecipient Agreements to ensure each agreement fulfills the legal requirement by presenting a concise statement of the rules of the CDBG program and the conditions under which funds are provided.
- Develop Agreement to be used as a mechanism for verifying regulatory compliance and monitoring program performance.

- Ensure all Agreements include a yardstick for monitoring subrecipient performance.
- Prepare any local and/or formal amendments as necessary during the duration of the project.

5. Conduct Program Monitoring of Subrecipients and HUD Monitoring

- Assist City in annual monitoring of Subrecipient performance and compliance.
- Ensure that CDBG funds are used in accordance with all program requirements.
- Assist City in developing a monitoring plan at the beginning of the program year to effective match available resources with the needs and capacity of subrecipients.
- Prepare risk assessments for CDBG subrecipients to easily identify which subrecipients require comprehensive monitoring.
- Ensure the City's monitoring process examines the correct items for the activity area in question, as well as to promote thoroughness and consistency in monitoring.

6. Provide Case Management & Implementation Services for CDBG Projects

- Review contract documents.
- Monitor contractor performance for timeliness and quality.
- Perform debarment checks for prime contractors and all subcontractors.
- Review final change order documentation.
- Prepare documents for administrative/financial close out.
- Review final construction documentation.
- Ensure file documentation and organization by client for each project.
- Assistance with procurement, selection and award of contracts for construction and/or professional services.

7. Prepare Publication and Public Notices

- Assist City with publication of amendments, annual program budget changes and conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, maintain sign-in sheets, etc.
- Provide assistance with compliance with public notice documentation in accordance with HUD regulations.

8. Attend Public Hearing/Staff Meetings

Attend meetings with City personnel, City Council and owner for informational purposes and public hearings.

9. Prepare CAPER, Annual Applications, & Required Reporting

- Prepare and complete U.S. Department of Housing and Urban Development (HUD) CAPER, Annual Applications, and required reports and documents.
- Assist City in establishing and maintaining one Section 3 plan and appropriate reports.
- Assist City in preparing Semi-Annual reports to include Minority Business Reports and Labor Reports.

Prepare and submit for approval CDBG Amendments reports in IDIS as necessary and conduct public hearings if required.

10. Prepare Analysis of Impediments to Fair Housing Choice (AI)

- Initiate planning process to ensure the development of the City's AI is fully compliant with the requirements of the AFFH Rule.
- Prepare maps, graphs, charts, tables and other graphic representations that will be utilized in the development of the Fair Housing Assessment.
- Utilize the HUD Fair Housing Assessment Tool, available HUD-provided data, Census data and local data to incorporate in the AI Plan.
- Establish target dates for preliminary, rough, and final draft AI Plan product submissions.
- Conduct formal public hearings and draft public notices to receive comments during the development of the AI.

11. Prepare City's Five-Year Consolidated Plan

- Ensure the Five Year Consolidated Plan incorporates a Comprehensive Housing Affordability Strategy [CHAS] with the most recent Census data.
- Coordinate with the City to establish annual grant priorities and recommended budgets.
- Assess and update, if necessary, the City's Citizen Participation Plan to ensure strict compliance with the citizen participation processes and procedures.
- Follow regulations set forth by Title 24 CFR Part 91 et seq., and, in accordance with instructions prescribed by HUD for preparation of all Plans.
- Upon completion, we will coordinate with the City's staff to submit final documents into IDIS
 E-Con Planning System.
- Review all HUD comments related to the City's planning documents and prepare response letters as required.

12. Administer and provide technical advice and assistance in connection with the daily operation of the CDBG Housing Rehabilitation Program including;

- Process owner applications on existing log and if necessary, utilize homeowner waiting list;
- Provision for review and screening of owner applications relative to compliance with basic program requirements as described in the approved City of Dalton CDBG Housing Rehabilitation Program Guidelines, including income and asset eligibility;
- Provision for initial inspection to identify building, electric and plumbing code violations, and health and safety conditions requiring repair;
- Working with the City inspector in the preparation of work write-up for each task including an
 estimate of the required amount for each task, total rehab cost and bid bracket;
- Notification to owners and local construction officials of detailed work write-up without cost information;
- Notifications to contractors of rehabilitation program requirements including bidding, contract award, preconstruction, work write-up and City payment procedures;

- Public solicitation of contractor bids (either grouped or individually) for work;
- Selection of contractor and execution of all necessary agreements and financing documents with owners related to CDBG Housing Rehabilitation Program funding;
- Provision for periodic inspection for construction work and monitoring of Program requirements, control and documentation of contract change orders, scheduling and completion of the final inspection, and case record completion;
- Ensure compliance with the requirements set forth in any pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines.

13. Provide General Consulting and Technical Assistance

- Provide CDBG general consulting and advisory services throughout the term of the contract relative to management practices.
- Provide assistance in compiling eligibility documentation in accordance with CDBG regulations for funded projects, including National Objective determinations.
- Provide assistance in preparing or revising written CDBG procedures manual outlining implementation procedures.

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE	
DATE BILLED	AMOUNT
May 1, 2019	5,207.25
June 1, 2019	5,207.25
July 1, 2019	5,207.25
August 1, 2019	5,207.25
September 1, 2019	5,207.25
October 1, 2019	5,207.25
November 1, 2019	5,207.25
December 1, 2019	5,207.25
January 1, 2019	5,207.25
February 1, 2020	5,207.25
March 1, 2020	5,207.25
April 1, 2020	5,207.25
TOTAL BILLED	\$62,487.00



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: May 6, 2019

Agenda Item: Insurance Renewals

Department: HR (Various)

Requested By: Greg Batts

Reviewed/Approved

by City Attorney?

Cost: Total of all coverage: \$323,489

No

Funding Source if Not Budgeted

in Budget

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

Automobile/Vehicle -	\$110,214.00	
Property/Liability -	\$167,981.00	
Excess Earthquake -	\$13,728.00	
Cyber Coverage -	\$15,288.00	
* Trolley -	\$1,320.00	
* Trolley (umbrella) -	\$2,284.00	
* Airport Equipment -	\$3,545.00	
* Fiduciary Liability -	\$9,129.00	



-----INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205

Dalton, GA 30722

Named Insured: City Of Dalton

Invoice Date 05/01/19 Invoice No. 4334187 Bill-To Code

13CITYDAL

Client Code

13CITYDAL Inv Order No. 13*5908883

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Coverage Descrip	tion	Transaction Amount
05/01/19	to Policy	National Insurance C y No. BINDERBPFAU1011 al - Automobile CL	Company Inc.	110,214.00
	Invoid	ce Number: 4334187	Amount Due:	110,214.00
*				

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

JMBAR Page: 1

INVOICE COPY

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----- INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722

Named Insured: City Of Dalton

Invoice Date 05/01/19
Invoice No. 4334186
Bill-To Code 13CITYDAL
Client Code 13CITYDAL
Inv Order No. 13*5908882

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/01/19	l to	State National Insurance Company Inc. Policy No. BINDERBPFPK10118104 Renewal - Package CL Property / Liability	167,981.00
		Invoice Number: 4334186 Amount Due:	167,981.00

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

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----- INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722

Invoice No. Bill-To Code 13CITYDAL Client Code

Invoice Date 05/02/19 4334625 13CITYDAL

Inv Order No. 13*5909534

Named Insured: City Of Dalton

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/01/19	to	State National Insurance Company Inc. Policy No. BINDERH18D4282 Renewal - Excess Earthquake CL	13,000.00
		Policy Fee - Excess Earthquake CL	200.00
		Surplus Lines Tax - Excess Earthquake	528.00
		Invoice Number: 4334625 Amount Due:	13,728.00
	10		

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

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----- INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722

Invoice Date 05/01/19 Invoice No. 4334192 Bill-To Code 13CITYDAL Client Code 13CITYDAL

Inv Order No. 13*5908890

Named Insured: City Of Dalton

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period		Coverag	ge Descri	ption		Transaction Amount
05/01/19	05/01/19 to 05/01/20	Policy 1	No. BINDI	ERBPFUM10: lla CL	Company I 118204	nc.	2,284.00
		T			7	<u> </u>	0.004.00
		Invoice	Number:	4334192	Amount	Due:	2,284.00
	15						

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

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----- I N V O I C E -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722

Bill-To Code 13 CITYDAL Client Code 13 CITYDAL Inv Order No. 13*5908887

4334189

Invoice Date 05/01/19

Named Insured: City Of Dalton

Amount Remitted: \$

Invoice No.

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Cove	rage Descrip	tion	Transaction Amount
05/01/19	to	State Nationa Policy No. BI Renewal - Aut Trolley	NDERBPFAU1011	Company Inc. 18204	1,320.00
		Invoice Numbe	er: 4334189	Amount Due:	1,320.00
		-			

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

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-----INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722 Invoice Date 05/02/19
Invoice No. 4334635
Bill-To Code 13CITYDAL
Client Code 13CITYDAL
Inv Order No. 13*5909545

Named Insured: City Of Dalton

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	C	overage	Descripti	o n		Transaction Amount
05/01/19	05/01/19 to 05/01/20	Hartford (Policy No. Renewal -	BINDER	Insurance 15904087 nt Floater	Company		3,545.00
		Invoice Nu	ımber: 4	334635	Amount	Due:	3,545.00

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

JMBAR Page: 1

ORIGINAL INVOICE



-----INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205

Dalton, GA 30722

Named Insured: City Of Dalton

Invoice Date 05/01/19 Invoice No. 4334019 Bill-To Code 13CITYDAL Client Code 13CITYDAL Inv Order No. 13*5908639

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/01/19	05/01/19 to 05/01/20	Lloyds Policy No. BINDERESG00568338 Renewal - Cyber Coverage CL	14,500.00
		Policy Fee - Cyber Coverage CL	200.00
		Surplus Lines Tax - Cyber Coverage CL	588.00
		Invoice Number: 4334019 Amount Due:	15,288.00
			¥

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

JMBAR Page: 1

ORIGINAL INVOICE



-----INVOICE -----

City Of Dalton Attn Greg Batts P O Box 1205 Dalton, GA 30722

Invoice No. Bill-To Code 13CITYDAL Client Code 13CITYDAL Inv Order No. 13*5908655

Invoice Date 05/01/19 4334032

Named Insured: City Of Dalton

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/01/19	05/01/19 Fed	eral Insurance Company	
	to Pol	icy No. BINDER82495267	
	05/01/20 Ren	ewal - Fiduciary Liability CL	9,129.00
	Inv	oice Number: 4334032 Amount	Due: 9,129.00
		111104116	3,123.00
	1		

******Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later.*****

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ORIGINAL INVOICE

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CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 05/06/19

Agenda Item: Airport Hangar Lease Agreements

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney?

Yes

Cost:

Funding Source if Not in Budget

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

Hangar rent was increased by \$10.00/per month and CPI was instituted, therefore new lease agreements were signed by tenants.

Hangared Aircraft at DNN

N Number	<u>Customer Name</u>	<u>Location</u>	Aircraft Type	Lease Rate	Cust #
999SF	Forsee	Hangar A	BE9L	\$395	2227
8004	Forsee	Hangar A	Helio Courier	\$265	3327
101SU	D&J	Hangar A	C-401	\$265	3313
89KB	Don Finkle	Hangar B #1	Tur Bonanza	\$365	4561
40ZM	Tony Armour	Hangar B #2	Mooney M20	\$255	4095
215CH	Robert Plaster	Hangar B #3	BE-55	\$255	4707
410ET	Vickery	Hangar B #4	PA-28-181	\$310	3315
101KT	Gary Holmes	Hangar B #5	C-182	\$365	3663
65SG	Randall, Martin	Hangar B #6	Glasair	\$255	3887
173DT			Velocity		3887
8735U	Everitt, Jerry	Hangar B #7	C-172	\$255	3317
84342	Rick Holder	Hangar B #8	C-172	\$310	3312
3414B	Kevin Hoffman	Hangar 1 #10	Bonanza	\$310	3725
11QT	Chester Clark	Hangar 1 #11	Comanche	\$225	3704
	Brian Long	Hangar 1 #12		\$225	3378
2692V	Rodney Lock	Hangar 1 #13	C-177	\$225	3293
3851Y	Travis Mckie-Voerste	Hangar 1 #14	C-210	\$225	3662
542CT	Bob Fischer	Hangar 1 #15	Experimental	\$225	3892
81BS	Don Fairchild	Hangar 1 #16	Starduster	\$225	3294
166RW	Roger Rollins	Hangar 1 #17	Maule	\$225	3295
8500T	Eddy Parson	Hangar 1 #18	C-182	\$215	3308
project	Kevin Hoffman	Hangar 1 #19	Bonanza	\$225	3725
	Larry Brown	Hangar 2 #20	Experimental	\$225	3449
5833K	Randy Bates	Hangar 2 #21	Bonanza	\$225	4232
661W	Brian Mathis	Hangar 2 #22	Saratoga	\$225	5608
823TH	Justin Garrison	Hangar 2 #23	Glasair	\$225	
	Chris Franklin	Hangar 2 #24	C-172	\$215	5730
629HP	Steve Herndon	Hangar 2 #25	SR-22	\$300	
440LW	Big Dawg LLC	Hangar 2 #26	Bonanza	\$225	5547
7592S	JLD Aero	Hangar 2 #27	C-182	\$225	3307
75788	Ken White	Hangar 2 #28	C-172	\$225	4375
914BL	Brian Long	Hangar 2 #29	Experimental	\$225	3378

Rev. 5-3-19

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY between THE CITY OF DALTON, GEORGIA ("Landlord"), and Forset Aviation ILC ("Tenant")

LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar A

TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term"). 3.

RENT:

- Tenant agrees to pay to Landlord, the sum of \$ 395 Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers - South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the
- Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in
- Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-
- Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- And Indemnify And Insurance: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

P.O. Box 2686 Dalton GA 30722

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

By: Kevin W. Harris CFO

LANDLORD:
CITY OF DALTON, GEORGIA

By:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY , 20 19 , between THE CITY OF DALTON, GEORGIA ("Landlord"), and Forsce Aviation U("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{265}{} per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Helio Aircraft LTD

Model: H800
Year: 1983
Registration No. N8004
Serial No. H-4
Registered Owner: Forsee Aviation LLC
Owner
Tel. No.: 423-413-0230
Email: Jan. 5 h7+ Res Arc- NA. Com

-41

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

P.O. Box 2686 Dalton, Gt

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

rues hereto have executed this Lease as of
TENANT:
By: Kenni W. HARRIS (Fo
LANDLORD: CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

LEASE AGREEMENT

LLICATION, GEORGIA (Landiord), and Sold Art Call Sold Ichanic)	THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY between THE CITY OF DALTON, GEORGIA ("Landlord"), and Oq 3 Aug at Set To	20_19 enant")
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1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar	Α	-	Community	Hangar
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TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- 18

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{3}{265}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord

- 4. USE OF PREMISES. The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Cessna
Model: 401A
Year: 1969
Registration No. N101SU
Serial No. 401A0112
Registered Owner: D & J AIRCRAFT SALES LLC DBA
Owner
Tel. No.: 106-277-4000
Email: 9500 00 Lil wh Ws

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- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition, and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205 Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

P.O. Box 9 888 160 DALHON, 90 30720

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT	
D& J sinco of + sole	
By: H. Dreet John for	
LANDLORD:	
CITY OF DALTON, GEORGIA	
Ву:	
AUTHORIZED SIGNATURE	

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of	MAY , 20 19 ,
between THE CITY OF DALTON, GEORGIA ("Landlord"), and Do. FIOWLE	("Tenant")
APPALICHMAN STAXIONAL FLOORS, LLC	

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 365 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

 Make: BEECH

 Model: AIRTO

 Year: 1980

 Registration No. N 39KB

 Serial No. EA-SH

 Registered Owner: APPLICATION FLOORS WE

 Owner

 Tel. No.: 364 304 7586

 Email: Con. Finkell & grazil Com
- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

ROCKY FACE, 43 30740

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

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

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- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENA	NT:			
APPS	MEHAN	STI WOUND	PLUONS	N
By:	12	# am	<i>UGD</i>	
LAND	DLORD:			
CITY	OF DALTO	N, GEORGIA		

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19, between THE CITY OF DALTON, GEORGIA("Landlord"), and Tony Armour ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{1}{2} per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Just

Model: Superstol JA30

Year: 2015

Registration No. N874CB

Serial No. JA403-08-14

Registered Owner: Tony Armore

Owner

Tel. No.: 423-902-1982

Email: tarmore@catt.com

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

TONY Armour 2060 EAGLE Abint Dr Dalton GA 30720

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
TONY Armour
By: Jones Armon
8
LANDLORD:
CITY OF DALTON, GEORGIA
·
Ву:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY , 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Robert Plaster ("Tenant")
1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\scrt{S}}{255}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

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Э.	AIKCRALL:	The aircraft that will be stored on the Premises is described as follow	WS.

Make: Beech
Model: <u>E-55</u>
Year: 1977
Registration No. 215CH
Serial No. TE-1116
Registered Owner: Plaster Robert W
Owner
Tel. No.: 423-421-9276
Email: rplaster73@yahoo.com

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hercunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205 Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

362 Hidden Trace Pr.
Ringgold CA 30736

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
Robert Player
By: Polit Plato
LANDLORD:
CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 27 day of All., 20/9, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Andrews True. ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):



2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{3}{0}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

AIRCRAFT: The aircraft that will be stored or	n the Premises is described as follows:
Make: Pipe	
Model: Aach 32	
Year:	
Registration No. NHIOFT	
Serial No. 28-7650391	
Registered Owner: Andre Vick, Ivc.	
Owner	
Tel. No.: 706-259-5927 Email: Navry Wicksun & Gonzile Con	
Email: NANTY . Vicken & Gmail . con	•

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS ORIMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Blanz Vicksay 466 Grines Rd SE DAITON GA 30721

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENTANTE.

TENANT:
Blen Vilan
By: Blass Victory
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of M	<u>AY, 20_19</u> ,
between THE CITY OF DALTON, GEORGIA("Landlord"), and Grany Holon	es ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{365}{265}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Cessa
Model: 187
Year: 1978
Registration No. 101 KT
Serial No. 18246264
Registered Owner: Gary Holmes
Owner Coay Holme's
Tel. No.: 706-934-7953
Email: Holmes wolding @ Ophi Link. US

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS ORIMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Gary Holmes 4406 Crestwood way Columba Gar 20710

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
By:
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and MARTIN RANALL ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\$ 255}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

49 ALDEN CT # 9559 ELLIJAY, GA 30540

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:
Make: VELOCITY
Model: 173 RG
Year: 1997
Registration No
Serial No. OO
Registered Owner: MARTIN RANDALL
Owner
Tel. No.: (412) 344-7030 Email: 0544-7030
Email: acumanhauka Vahan. COM

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

Marty a Rudull
BY: MARTIN RANDALL
LANDLORD:
CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 20 19, between THE CITY OF DALTON, GEORGIA ("Landlord"), and ChemSouth Technical Services Inc. ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{255}{} per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

 Make: CESSNA

 Model: 172 F

 Year: 1965

 Registration No. N8735U

 Serial No. 1752639

 Registered Owner: Chembouth Technical Services, Inc.

 Owner

 Tel. No.: 106-278-4950

 Email: Chembouth @ windstream, net
- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, I andlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Chem South Technical Services Inc. POBOX 8457 Dalton GA 30722

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

MISCELLANEOUS PROVISIONS: 15.

- Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

LANDEORD:

Note:	Business needs &
	Expects Monthly invoirs

ChenSouth Technical Services, Inc.

By: Row Decides

CITY OF DALTON, GEORGIA

By: AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY , 20 19 , between THE CITY OF DALTON, GEORGIA ("Landlord"), and RECENTURE ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar #8

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 310 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: CESSNA

Model: 172

Year: 1969

Registration No. 84342

Serial No.

Registered Owner: Psex Holose

Owner

Tel. No.: 423-354-3992

Email: 1: 424-1d -r o derkel.com

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

POBOX 90019 CHATT TN 37412

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
RECK HOLDER
By: Chr
LANDLORD:
CITY OF DALTON, GEORGIA
Ву:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE	E AGREEMENT	("Lease") is	entered into	this 1 day of	May	, 20 <u>19</u> ,
between THE CITY C	F DALTON, GE	ORGIA("Lane	dlord"), and $_$	<u>Kevin Hoffman</u>		("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1#	10	

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\\$}{310}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

mises is described as follows:

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Revin Mothman 281 Brookwalk Dr Chatsworth, 6A 30705

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
Kevin Hoffman
By: //www///
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Chester Clerk III ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):



2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: PIPER

Model: PA30

Year: 1969

Registration No. NIIQT

Serial No. 30-1780

Registered Owner: Chester Clark III

Owner

Tel. No.: (501) \$20 - 1315

Email: Chester Van Clarke Jmail. Lam

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Adm

City Administrator

P.O. Box 1205 Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Chester Clark II

206 Auburn Dr

Dallan 6A 30720

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:	
Ву:	_
LANDLORD:	
CITY OF DALTON, GEORGIA	
By:AUTHORIZED SIGNATURE	

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Roan Long ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Enropa XS
Model: XS
Year: 2005
Registration No. 7124
Serial No. NO N914BL
Registered Owner: Bring Long
Owner 706 7(0 612)
Tel. No.:
Email: branlong 400 gmd, com
· · · · · · · · · · · · · · · · · · ·

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Dalton Grisonzo

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

By:

LANDLORD:

CITY OF DALTON, GEORGIA

By:

AUTHORIZED SIGNATURE

Lease agreement

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Resour Lock ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #13

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$225.00per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

disconformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landford and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be stored on the Premises is d	escribed as follows:
Make: CESSIA IA	
Model: 177 RG	
Year: 1975	
Registration No. N.2692V	Ì
Serial No. 177RG0658	İ
Registered Owner: Poliney Lock	
Owner	
Tel. No.: 706-463-1272	
Email: Rodlock & Hotmail. com	
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- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (a) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE. Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly intenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any mosthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termbercof, or for such longer or shorter periods; as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred cutting Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice;

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Kodney Lock 2856 Old Genle RD DAlton GA 3072

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landford of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landford, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landford may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement, Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative; but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:

Rodney Lock

By: Rodney Lock

CITY OF DALTON, GEORGIA

By:

AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Travis Mckie-Voerste ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #14	

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\\$}{225}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

 Make: Cessaa

 Model: 210 D

 Year: 1964

 Registration No. N3351Y

 Serial No. 21053351

 Registered Owner: Mckie Voerste Travis K

 Owner

 Tel. No.: 870-219-4086

 Email: amckie @mac.com
- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS ORIMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

By: Tross Alcke Volst
LANDLORD:
CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this day of between THE CITY OF DALTON, GEORGIA ("Landlord"), and	f <u>May</u> , 20 19, ("Tenant")
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1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangas #15	
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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: _	Flight Design
Model:	CTSW
Year:	2007
Registra	tion No. NS42 CT
Serial N	0
Register	ed Owner: Bus Fischer
Owner	
Tel. No.	: 706-463.0494
Email:	fischer 200 a

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS ORIMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between L andlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

1304 Valencia Way Dulton, GA 30720

706.463.0494

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

15. MISCELLANEOUS PROVISIONS:

- Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT: By:
LANDLORD: CITY OF DALTON, GEORGIA
By:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 20 19 between THE CITY OF DALTON, GEORGIA("Landlord"), and Don Fairchild ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 - #16

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one days prior to the end of the term then in effect at the time notice of termination at least thirty (30) Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

J. RENT:

- Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorate amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all if the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date, it is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: STA SUSTE Model: SA - 300
Year: 9-17 87
Registration No. 5185
Serial No. 284
Registered Owner: Decide Translet
Owner
Tel. No.: 123 204 6578
Email: Decide Roll Com-

- TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alternions.
- INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landford shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord, Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant falls to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landford may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arcarages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEPAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Dearld Frincheld LOE Prince Hought Ringgold CA 30736

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties herero shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- Quiet Enjoyment, If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shalf be cumulative, but not restrictive to those given by law.
- Time is of the Essence. Time is of the essence of this Lease in each and all of its (h) provisions.
- Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

Down of French]
LANDLORD:
CITY OF DALTON, GEORGIA
By:

AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY , 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and LLC ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

HANGAR 1-17

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Mau E
Model: MEISOC
Year: 1984
Registration No. Section No. 166 RW
Serial No. 8041 C
Registered Owner: Butters LLC
Owner
Tel. No.: 706-200-5999
Email: Vrolling 25To gmail-con
- 0

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Dolla 30720 Rike Dd.

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENIANT.

IENANI.
By: Ryn & Relt
LANDLORD:
CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

THIS LEASE between THE CITY O	AGREEMENT	("Lease") is	entered into	this \(\sum_{\text{day}} \)	of May	, 20_19,
between THE CITY O	F DALTON, GEO	ORGIA("Land	dlord"), and $_$	Kevin Hoffm	nan '	("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Llancar	1	#1	o
Hangar	1	#1	ソ

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{225}{25}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

AIRCRAFT: The aircraft that will be stored or	the Premises is described as follows:
Make: Beechgraft	
Model: 35	
Year: 1947	
Registration No. N2882V	
Serial No. 0-287	
Registered Owner: Kevin Hoffman	
Owner	
Tel. No.: 706-270-4895	
Email: Kevin 3267c@hotmail.com	

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE ORASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

281, Brookwalk Or Chatsworth, GA 30705

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT: Kevin Hollingan By: 1 kin ff
LANDLORD: CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 20 19 between THE CITY OF DALTON, GEORGIA("Landlord"), and Larry Brown ("Tenant")
1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):
Hangar 1 #20

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 225 ______ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

the Premises is described as follows:

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

499 Crystal Dr. Madeira Beach FL 33708

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

LANDLORD:

Larry J Brown

By: Jany J Brown

CITY OF DALTON, GEORGIA

By: AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this	_1_ day of	f <u>MAY</u> _	, 20 <u>_19</u> ,
between THE CITY OF DALTON, GEORGIA("Landlord"), and J.	Raymond	Bates Jr	("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Ha	ngar 1 #21	

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{225}{25}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: BEECH
Model: <u>\$35</u>
Year: 1965
Registration No. N5833K
Serial No. <u>D-7844</u>
Registered Owner: BATES JESSE R.
Owner
Tel. No.: 746 - 278 - 0525
Email: <u>irbates@optilink.us</u>

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 1. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:	City Administrator P.O. Box 1205 Dalton, GA 30722-1205	
DALTON 30722 Such notice to Tenant shall be mailed to:		

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

By:

LANDLORD:

CITY OF DALTON, GEORGIA

By:

AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of May, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Brian Mathis ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #22	

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\\$}{225}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be sto	red on the Premises is described as follows:
Make: Poev	
Model: PA 32	
Year: 1984	
Registration No. N661W	
Serial No.	
Registered Owner: 661W Aw Inc.	
Owner	
Tel. No.: 770 597 7953	
Email:	

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

P.O. Box 3187 Dalton, Ga 30719

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
N661W AN Inc.
By:
LANDLORD:
CITY OF DALTON, GEORGIA
By:AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Justin Georgia ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar #23

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$22 \int Depr month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

 Make: 6 L 1 5 L

 Model: 7 L

 Year: 7003

 Registration No. N 135 RC

 Serial No. 3355

 Registered Owner: 7 UST 10 (16115 on Owner

 Tel. No.: 706 960 413 L

 Email: 7 UST 10 960 413 L

 Email: 7 UST 10 960 500 Com
- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

SBrothers Low doiton GA 30720

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

Tustin Garison
Ву: Д/ 4-
LANDLORD:
CITY OF DALTON, GEORGIA
Ву:
AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Big Dawg Air LLC ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #26

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

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- (a) Tenant agrees to pay to Landlord, the sum of \$\\$225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10thof each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

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	Vo. 40				
	red Owner:		Dowed	Air	LLO
Owner			-		
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Email:			Heass-G	or	

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

88 Uidden Ridge Dr. Ringgold, 64 30736

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT: Big Dawy Air 11C
By: Jeff Cass
7
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this see day of April 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Jin April ("Tenant")

1 LEASE OF PREMISES. Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May I, 2019 and ending on January 31, 2028, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless entire party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then so effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3 RENT:

- Original Term as the rental for the Promises (the "Base Rental") payable to advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month. Tenant shall pay for such month a promta amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustments. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tensor shall also pay to Landford a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landford to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landford may send monthly tent invoices to Tenant. Such invoices are sent as a coursesy only and sent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tensot agrees to outcomain rent payments, and Tennot shall execute and deliver to Landford a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain as updated and valid Recurring Payment Authorization Form with Leadford.

- USE OF PREMISES: The Pramises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for communicial operations (including but not limited to any acronantical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and selvents is prohibited except that such materials may be kept and stored in an aircraft in the proper seceptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, is which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: CESNA Model: 1828 11 SKYLANE
Vent. 1977
Registration No. N75925
Serial No. 18265271
Registered Owner JLD ASPO TAC
Owner
Tet No: 706-280-2894
Email. 60 dmorgan@ 3mod 1.00m

- 6. TENANT COVENANTS. Tenant covenants and agrees, tal to use the Premises in a safe, careful and lawful manner, (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair, (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs). (d) to keep the Premises in a clean and orderly condition, and (c) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the perposes of making repairs, inspecting the Premises and making agreed upon alternations.
- INDEMNITY AND INSURANCE. Tenant shall indemnify Landlord from and hold Landlord haraless against all claims, demands and judgments for loss, damage or injury to person or property, resolving from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the englogenee or willful acts of Tenant, its agents officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord Tenant agrees to earry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, at an amount periodically adjusted to conform with the then current standard business practices pertoning to ziroraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any tone in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landford shall not be hable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without hability to Tenant.

- REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs sendered necessary by the negligence of Tenant, its agents, employees, and invitees, landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Faiture by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 4. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may at permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temperary alterations or improvements shall be made in accordance with applicable ordinances, endes and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising berounder, shall terminate as of the date of such destruction, and remail shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, reat shall about in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises as substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly unterminable, or damage to the extent that full repairs cannot be made solely from the processes of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- II. SUBLEASE OR ASSIGNMENT. Tenant may not sublease all or any portion of the Premises without the prior written pennission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant. (a) Tenant fails to pay any monthly installment of remarked and does not remedy such default within five (5) days of written notice thereof. (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Promises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of sent and fads to care such breach within ten (10) days of written notice of breach from Landlard.

Upon the occurrence of any event of default, Landford shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tonant.

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Ferant shall reimburse Landlord as additional tent for any cost and expenses that Landlord may incur to our such default. Landlord shall not be hable to Tenant for any loss or damage that Tenant may sestain by massn of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landford may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant zor any person clarating under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landford (2) Landford may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remody which Landford may have for possession or arreamges in rent; or (3) continue this Lease in full force and effect. Should Landford following default as aloresaid elect to continue this Lease in full force. Landford shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landford shall deem advisable. Tenant acknowledges that Landford shall have no obligation to rent the Premises. Tenant shall remain hable for payment of all rentals and other charges and costs imposed on Tenant berein, in the amounts, and at the times and upon the conditions as landford from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering preparing, and refinishing the Premises for reletting, and reletting the Premises.

- NON-WAIVER OF DEFAULT. The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or either provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by I andford of less than the full rest due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be decined an accordand satisfaction, and Landlord may accept such payment without projudice to Landlord's right to recover the halance of the rent due or to pursue any other remedies provided in this Lease.
- 14. NOTICES: Any notice required or permutted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by cortified mail, return receipt requested, postage propaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be maded to

JID AERO I DE 2073 Lake Frances Road

Deltan GA 30724

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Supernor Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall more to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the poor written consent of the Landord

- (c) Severability of invalid Provisions. If any provision of this Luase shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full furce and effect.
- (d) Quiet Engoyment If and so long as Tenant pays the presented rent and performs of observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder. Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (a) Surrender of Premises. Upon the expiration of earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease. Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean candition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such candition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the terms so removed.
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties bereto, it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Camulative. All rights, powers, and privileges conferred becaused upon the parties beauto shall be camulative, but not restrictive to those given by law.
- (h) Time is of the Essence Time is of the essence of this Lease in each and all of its provisions.
- (t) Attorney Fees iff any rent or other debt owing by Tenant to Landlord hereuzder is collected by or through an attorney at law, Tenant agrees to pay an additional amount ogsal to fifteen percent (15%) of such som as attorney fees.

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

TENANT

LANDLORD.

CITY OF DALTON, GEORGIA

BY.

AUTHORIZED SIGNATURE

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of	of <u>May</u> ,	20 <u>19</u> ,
between THE CITY OF DALTON, GEORGIA("Landlord"), and Ken white	("Tenant")	

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #28	
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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$\frac{\$225}{25}\$ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make:	6.255M	a			
Model:	C17'	2			
Year:		7			
Registrat	ion No	N7	5788		
Serial No),				
Registere	ed Owner:	W	1M5		
Owner	-				
Tel. No.:	706	260	7402	OV	6099
Email:	Kens	white	egma	11,0	om

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Ken White 1855 Tunnel Hill Hornel Rd Tunnel Hill 30755

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:
whims
By: Ken White
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY , 20 19 , between THE CITY OF DALTON, GEORGIA ("Landlord"), and bran Long ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

29

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

- (a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.
- (b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.
- (c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.
- (d) Tenant agrees to automatic rent payments; and Tenant shallexecute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

- 4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.
 - 5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows: Make: 2100

Make: 2000

Model: 1964 C210D

Year: 1964 C210D

Year: 1964 C210D

Year: 1964 C210D

Year: 1964 C210D

Wegistration No. N 3921Y

Serial No.

Registered Owner: Bran Loy

Owner

Tel. No.: 706 260 6171

Email: 6000 4000 gmml. Con

- 6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.
- 7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

- 8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.
- 9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.
- 10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.
- 11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.
- 12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.
- (b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

- 13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,
- 14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Drian Long 2625 5. Direce My Dalton GA-20728

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

15. MISCELLANEOUS PROVISIONS:

- (a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.
- (b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

- (c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.
- (e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,
- (f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.
- (i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

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

TENANT:

Stran Long
By:
LANDLORD:
CITY OF DALTON, GEORGIA
By:
AUTHORIZED SIGNATURE



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/6/19

Agenda Item: Contract for July 4th Fireworks Display

Department: Recreation

Requested By: Mike Miller

Reviewed/Approved

by City Attorney?

Yes

Cost: \$18,500

Funding Source if Not in Budget

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

This is the agreement for the July 4th fireworks display.

This years fireworks display will cost \$18,500. This will be about a 20 minute display.

This agreement has been approved by the Recreation Commission at the April meeting.

It has also been approved by City Attorney with his changes listed in the packet.



City of Dalton Parks & Recreation Dalton, GA July 4, 2019





OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM





Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operations Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Southern Regional Sales Manager - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Justin Pruett - Show Producer - jpruett@pyrotecnico.com

Justin services client accounts, making sure that all aspects of your program are completed in a timely manner.

Marsha LeFebvre - Sales Assistant - mlefebvre@pyrotecnico.com

Marsha aids Justin in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client: City of Dalton Parks and Recreation

Event Date: July 4, 2019

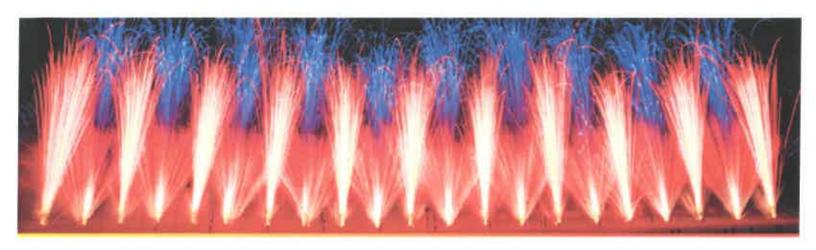
Prepared for: Mr. Greg Walker - Superintendent of Recreation

Contract Terms: 50% deposit due by May 24. Balance due within 10 days of completed display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

20 3-inch Titanium Salutes

20 3-inch Color Changing Star Shells

12 4-inch Assorted Color Changing Star Shells

52 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

200 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

144 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

90 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

54 6-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

488 Total Body Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

100 3-inch Titanium Salutes

200 3-inch Assorted Color Star Shells

42 4-inch Assorted Color Star Shells

20 5-inch Assorted Color Star Shells

362 Total Finale Shells

*No low-level, barrage or ground display type effects will be used in this program





PRICING



DETAILS

\$18,500.00 Aerial Fireworks Display

- *Includes County Permit fee

 **Does not include local FD fees if applicable

 ***Recommended duration of 20-25 minutes

GRAND TOTAL

\$18,500.00

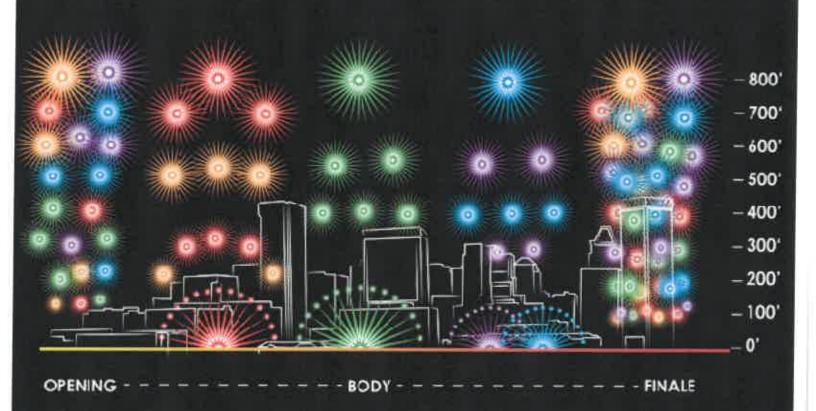




YOUR SHOW



We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.

*On average, shells will reach 100' of elevation for every inch in shell diameter.

(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHEDINNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creetive team has won many international awards for our unique choreography and impedcable synchronicity, including the coveted Gold Jupiter award among others.

T E A M

Our exceptional learn will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.







THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

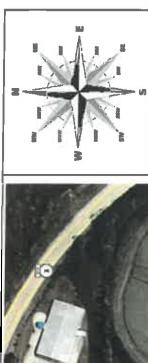
Thank you again and we look forward to hearing from you very soon.

Justin Pruett | Show Producer

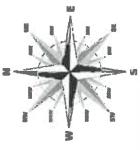
800. 854. 4705 (Office) 803. 271. 5944 (Cell)







17 m



Gity of Darhon

1275 Cross Plains Trail Dalton, GA

REVISED DATE: 4/23/19

DRAWN BY: Justin Pruett

approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable. Site plan is drawn to an NOTES:



600' Safety Fall Out Radius

- Safety Fallout Zone

ilillii. Closed

Radius

200824 - Audience

6" Maximum Device Per Pyrotecnico 100' Per Inch Policy

MITCHELL & MITCHELL, P.C.

ATTORNEYS AT LAW ESTABLISHED 1924

TERRY L. MILLER
G. GARGANDI VAUGHN
WILLIAM J. KIMSEY
W. CODY NEWSOME

108 S. THORNTON AVE.
POST OFFICE BOX 668
DALTON, GEORGIA 30722-0668
TELEPHONE: (706) 278-2040
FACSIMILE: (706) 278-3040
www.mmfirmlaw.com

D. WRIGHT MITCHELL (1895 – 1970) DOUGLAS W. MITCHELL, JR. 1923 – 1984) NEIL WESTER (1944 – 2006)

May 2, 2019

Mike Miller
Director of Parks and Recreation
City of Dalton

RE: Changes to Pyrotecnico contract for Fireworks display

Dear Mike:

The following constitutes the recommended changes to the Pyrotecnico contract for Fireworks display:

- 1.) Page 1 Pre-Show Advance require payment via EFT and that Pyrotecnico shall qualify as a Vendor of the City.
- 2.) Page 1 Pre-Show Advance delete requirement that City must pay attorney's fees of Pyrotecnico for any legal action. Please see Item *** that provides for award of attorney's fees as permitted by Georgia law for frivolous, abusive, or bad faith litigation.
- 3.) Page 1 Display Responsibilities added language that final responsibility for contract is Pyrotecnico except as stated.
- 4.) Page 2 Scripted Show added language that City is responsible for any copyright fees unless music or video is selected by Pryotecnico.
- 5.) Page 2 Cancellation deleted broad provision for Pyrotecnico to be paid "for reasons outside its control".
- 6.) Page 2 Indemnification deleted language that prevents claims for consequential damages, punitive damages, etc.
- 7.) Page 3 added Choice of Forum clause.
- 8.) Page 4 added Attorney's Fees clause that is applicable for both parties.

 Should you need any additional information or clarification of these recommended changes please feel free to contact my office.

Sincerely,

MITCHELL & MITCHELL, P.C.

G. Gargandi Vaughn

GGV:jh



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and City of Dalton ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2019
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the	\$18,500.00 (includes up to \$70 in County Permit fees. Does
Services ("Compensation"):	not include fire department fees if applicable.)
Pre-Show Advance:	\$9,250.00
Pre-Show Advance Due Date:	May 24, 2019
Payment Terms:	Net 10
Postponement Fee:	\$4,625.00
Cancellation Fee:	\$13,875.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay Interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by Elctronic Funds Transfer (EFT) or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. Pyrotecnico shall qualify as an approved Vendor of Sponsor prior to payment of the contract sums identified above.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display; however, Pyrotecnico shall have final responsibility for completion of all tasks except as specifically provided herein below. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s)
 overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the
 fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

Pyrotecnico Fireworks	Display	Agreement	2018
Sponsor Initials:			

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 46 days prior for 4th of July shows). If Sponsor falls to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property, for any music or video that is provided by or pre-approved by Sponsor.

<u>POSTPONEMENT</u>

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to compty with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

Pyrotecnico Flreworks	Display Agreement 2018
Sponeor Initials:	

MISCELLANEOUS

- For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- if either Party falls to enforce any of its rights under any provision of this Agreement or falls to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The fallure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.
- N) The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court."
- In any action at law or in equity to enforce or interpret the terms of this Agreement, each party shall pay its respective attorney's fees and costs except as may be provided by applicable Georgia law.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:	SPONSOR:	
By (sign):	By (sign)_:	
Name:		
Title:		
Date:		
Address: PO Box 149		
	New Castle PA 16103	
Phone:(724) 652-9555	Phone:	
Email: contracts@pyrotecnico.com	Email: :	
Pyrotecnico Fireworks Display Agreement 2018		Page 3 of 4
Sponsor Initials:		



CONTACT/INSURANCE INFORMATION FORM
You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.
If a section is not applicable, please write n/a in that section.

Sponsor Name:	
Sponsor Contact Name:	
Address:	
City, State & Zip:	
Phone:	Fax:
Email:	
Accounts Payable Contact:	
Accounts Payable Email:	
Show Date:	Show Time:
Rain Date:	•
Day-of-Show Contact Name:	
Day-of-Show Mobile Phone Number:	
Day-of-Show Email:	
Display Site Location and Address:	
describe:	peography changed? I.e, new structures, new terrain, etc. If yes, please
Additionally Insured – If Applicable:	

PLEASE RETURN THIS COMPLETED FORM TO
FAX: +1.724.652.1288
EMAIL: IDTUSTION DYNOSECULO.COM

Pyrotecnico	Fireworks	Display	Agreement	201
Sponsor Init	tals:			



Northwest Georgia Regional Library System

Dalton-Whitfield Calhoun-Gordon Chatsworth-Murray

April 24, 2019

CITY OF DALTON Mayor Dennis Mock 300 W. Waugh Street, #317 Dalton, Georgia 30722-1205

Dear Mayor,

The Dalton-Whitfield County Public Library Board of Trustees met February 21, 2019. At this meeting, the library board reviewed board vacancies, re-appointments, etc. The library board noted that Ms. Julie Cowan's term expired. Due to family responsibilities, Ms. Cowan will not serve another term at this time.

I wish to recommend the City of Dalton consider appointing Mrs. Judy Jolly to serve the library as a board member and trustee.

As this board position serves at the pleasure of your agency, I would appreciate your consideration of this appointment request. I believe she could well represent the wishes of the citizens of Dalton and your agency.

Sincerely,

Darla Chambliss Library Director -----Original Message-----From: Tyree Goodlett

Sent: Monday, April 29, 2019 3:00 PM
To: Jason Parker < <u>JParker@daltonga.gov</u>>;
Subject: Housing Authority Resident Member

Jason,

At our next council meeting 5/6/19 will you please add the appointment of Scott Tibbs to the Housing Authority Board as the resident member. The name was submitted by David McKone, Director at the Housing Authority. Please let me know if you have any questions.

Tyree Goodlett City of Dalton (Alderman Ward 3)