



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 20, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Minutes:

- [1.](#) Mayor and Council Minutes of March 16, 2020
- [2.](#) Mayor and Council Minutes of March 23, 2020
- [3.](#) Mayor and Council Minutes of March 24, 2020
- [4.](#) Mayor and Council Minutes of March 25, 2020
- [5.](#) Mayor and Council Minutes of March 26, 2020
- [6.](#) Mayor and Council Minutes of March 27, 2020
- [7.](#) Mayor and Council Minutes of April 1, 2020

New Business:

- [8.](#) 2020 New Alcohol Beverage Application

- [9.](#) **Ordinance 20-07**

The request of Julia Garcia for a special use permit for a medical clinic on a tract of land totaling 1.53 acres located at 1906 Shields Road, Dalton, Georgia. Parcels (12-260-07-010) (12- 260-07-016) and (12-260-07-009)

- [10.](#) Professional Services Task Order 002 with Arcadis U.S., Inc.
- [11.](#) Agreement with Lowery and Assoc. for Topographical Survey of Prater Alley Drainage Basin
- [12.](#) Authorization of Public Works Equipment Purchases
- [13.](#) Traffic Control Change - 'No Parking - This Side of Street' for Rucky Drive
- [14.](#) Renewal of Cummins Maintenance Agreement for Backup Generator at City Hall
- [15.](#) Renewal of EMCOR HVAC Maintenance Agreement for 100 S. Hamilton Street
- [16.](#) Grant Signature Authorization for Dalton Fire Department GEMA Grant

- [17.](#) Resolution 20-10 Authorizing the Purchase of Real Property at 310 West Waugh Street
- [18.](#) Resolution 20-11

Resolution Of The Mayor And City Council Of The City Of Dalton, Georgia, Authorizing A Substantial Amendment To The 2019-2023 Consolidated Plan, 2019 Action Plan, And Citizen Participation Plan Under The Community Development Block Grant (CDBG) Program

Supplemental Business

Announcements

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 16, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Crews, the Mayor and Council approved the March 16, 2020 agenda and added (2) items, (1) Approval –Transfer of Funds, (2) DCA Approval Forms – NWGA Family Crisis Center. The vote was unanimous in favor.

PROCLAMTION - "Census Day" - April 1, 2020

The Mayor and Council proclaimed April 1, 2020 as Census Day in recognition of the importance of the 2020 Census and pledge full support to achieving a complete and accurate Census Count.

MINUTES

The Mayor and Council reviewed the Mayor and Council Regular Meeting Minutes of March 2, 2020. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

ORDINANCE 20-06

The Mayor and Council discussed at length the request of John Stafford to rezone from General Commercial (C-2) to Medium Density Single Family Residential (R-3) a tract of land totaling .23 acres located at 445 N. Hamilton Street, Dalton, Georgia. Parcel (12-200-15-030). There was no motion made.

2019 Final Budget Amendment #7

CFO Cindy Jackson presented the Final FY2019 Budget Amendment #7 to the Mayor and Council. On the motion of Council member Waugh, second Council member Harlan, the Final FY2019 Budget Amendment was approved. A copy of this amendment is a part of these minutes. The vote was unanimous in favor.

2020 Budget Amendment #1

CFO Cindy Jackson presented the Amendment #1 of the FY2020 Budget to the Mayor and Council. On the motion of Council member Goodlett, second Council member Waugh, the Amendment was approved. A copy of this amendment is a part of these minutes. The vote was unanimous in favor.

GDOT Contract for LIDAR Obstruction Survey, Airspace Analysis, and Land Acquisition Plan at Dalton Municipal Airport

The Mayor and Council reviewed GDOT Fy2020 Contract for LIDAR Obstruction Survey, Airspace Analysis, and Land Acquisition Plan at Dalton Municipal Airport. This project contains \$30,771.90 of federal funds and \$1,709.55 of State funds with a local share of the cost being \$1,709.55. On the motion of Council member Waugh, second Council member Harlan, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

CROY ENGINEERING RUNWAY GEOTECH SERVICES PROJECT AT DALTON MUNICIPAL AIRPORT

The Mayor and Council reviewed the Croy Engineering Runway Geotech Services Project at Dalton Municipal Airport to determine pavement conditions of various surfaces for the purposes future runway, taxiway and ramp rehabilitation projects at a cost of \$4599.00 with 90% future federal reimbursement, 5% State, 5% local. On the motion of Council member Waugh, second Council member Goodlett, the Council approved the request for funding. The vote was unanimous in favor.

MASTER SERVICES AGREEMENT WITH ARCADIS, U.S., INC. FOR ENGINEERING CONSULTING SERVICES

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the Master Services Agreement with Arcadis, U.S., Inc. for Engineering Consulting Services contingent upon the City Attorney's approval. The vote was unanimous in favor.

PROFESSIONAL SERVICES TASK ORDER 001 WITH ARCADIS U.S., INC. FOR PRATER ALLEY AREA DRAINAGE STUDY

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the Task Order 001 with Arcadis, U.S., Inc. for Prater Alley Area Drainage Study contingent upon the City Attorney's approval of the Master Services Agreement, at a cost not to exceed \$72,544.00 to be paid for from the 2015 SPLOST. The vote was unanimous in favor.

PROPOSAL FOR PROJECT PLANNING SERVICES WITH GOODWYN MILLS CAWOOD

The Mayor and Council reviewed the Proposal for Project Planning Services with Goodwyn Mills Cawood for Master Planning in the area around the Walnut Avenue/I-75/Market Street Interchange Area; and in surrounding the Chattanooga Road/I-75 Interchange at a cost of \$325,000. On the motion of Council member Crews, second Council member Goodlett, the Mayor and Council approved the proposal. The vote was unanimous in favor.

PROPOSAL TO SUPPORT GEORGIA FORWARD/GA YOUNG GAMECHANGER

The Mayor and Council reviewed the Proposal to Support Georgia Forward/GA Young Gamechanger to work persistent community issues and provide written recommendations. On the motion Council member Harlan, second Council member Goodlett, the Mayor and Council

approved the proposal. The vote was unanimous in favor.

Mayor and Council
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March 16, 2020

RESOLUTION 20-07

The Mayor and Council reviewed Resolution 20-07 concerning transfer of funds from the Dalton/Whitfield Regional Solid Waste Management Authority in the amount of \$2,500,00.00 to the City of Dalton general fund for economic development. On the motion of Council members Goodlett, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

CERTIFICATION OF CONSISTENCY WITH THE LOCAL HUD CONSOLIDATED PLAN - DALTON-WHITFIELD CDC

The Mayor and Council reviewed the DCA Certification of Consistency with the Local HUD Consolidated Plan for Dalton-Whitfield CDC for the Northwest Georgia Family Crisis Center. On the motion of Council member Waugh, second Council member Goodlett, the forms were approved. The vote was unanimous in favor.

MISCELLANEOUS

- The Mayor and Council announced all meetings of City Boards, Authority and Mayor and Council meetings will be postponed that may have more than 10 or more people per CDC guidelines to lessen the spread of the Coronavirus.
- Council member Annalee Harlan asked the public to please support Downtown Dalton.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:38 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 23, 2020

The Mayor and Council held a live streamed meeting at noon in the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Derek Waugh, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn.

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus.

Joe Yarbrough, Chairman of the Carpet and Rug Institute (CRI), updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

JOINT RESOLUTION DECLARING STATE OF EMERGENCY

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved a Joint Resolution with Whitfield County declaring a State of Emergency in the Cities of Dalton, Tunnel Hill, Varnell, and the Town of Cohutta in Order to Mitigate the Spread of COVID-19 by limiting all Voluntary Social Gatherings, Dine-in Restaurant Services and Exposure at Nursing and Retirement homes, and providing flexibility regarding the sale of alcohol for off premise use and for other purposes. The vote was unanimous in favor.

The Mayor and Council further outlined City Services that would be either closed or limited:

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:25 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded _____
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 24, 2020

The Mayor and Council held a live streamed meeting at noon in the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Derek Waugh, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn.

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures and guidelines citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus.

Joe Yarbrough, Chairman of the Carpet and Rug Institute (CRI), updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:23 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 25, 2020

The Mayor and Council held a live streamed meeting at noon in the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Derek Waugh, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn.

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures and guidelines citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus.

Joe Yarbrough Chairman of the Carpet and Rug Institute (CRI) updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:23 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 26, 2020

The Mayor and Council held a live streamed meeting at noon in the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Derek Waugh, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn. Council member Annalee Harlan teleconferenced.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Crews, the Mayor and Council approved the March 26, 2020 agenda as presented. The vote was unanimous in favor.

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus. Both Council member Crews and Harlan stressed “social distancing”.

Joe Yarbrough, Chairman of the Carpet and Rug Institute (CRI), updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

LICENSE AGREEMENT WITH COURTSWARE SOLUTIONS, INC.

The Mayor and Council reviewed the License Agreement with Courtsware Solutions, Inc. which changes the processing fee from \$4 per citation to \$5 per citation. On the motion of Council member Goodlett, second Council member Waugh, the Agreement was approved. The vote was unanimous in favor.

CHANGE ORDER 1 - ADDITIONAL MATERIALS FOR GUARDRAIL CULVERT ATTACHMENT – 2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS

The Mayor and Council reviewed Change Order 1 regarding the 2019 Guardrail Project for Various locations with the contractor Gracie Gray Contractors Inc. The Change order is for additional material for guardrail culvert attachments and will not exceed the amount of \$27,360. On the motion of Council member Crews, second Council member Goodlett, the Change Order was approved. The vote was unanimous in favor.

RESOLUTION 20-08 SALE OF UTILITY PROPERTY TO 3P SERVICES, INC.

On the motion of Council member Crews, second Council member Waugh, the Mayor and Council adopted Resolution 20-08 Sale of Utility Property to 3P Services, Inc. a total of 5.35 acres which is currently located within the City of Dalton but lies within a flood plain. The vote was unanimous in favor.

LOCAL GOVERNMENT DCA APPROVAL FORMS FOR DALTON-WHITFIELD CDC

The Mayor and Council reviewed the Local Government DCA Approval Forms for Dalton-Whitfield CDC Certification of Consistency for Emergency Solutions Grants 2020 (DWCDC), Action Ministries, and HOPWA. On the motion of Council member Waugh, second Council member Goodlett, the forms were approved.

2020 BUDGET AMENDMENT #2

CFO Cindy Jackson presented a Financial Report to the Mayor and Council and also presented FY2020 Budget Amendment #2. On the motion of Council member Goodlett, second Council member Waugh, the Budget Amendment was approved. A copy of both of these items are a part of these minutes. The vote was unanimous in favor.

MISCELLANEOUS - CENSUS

The Mayor and Council reminded everyone to please complete their census forms.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:22 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded _____
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 27, 2020

The Mayor and Council held a live streamed meeting at noon in the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Derek Waugh, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn. Council member Annalee Harlan teleconferenced.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Waugh, second Council member Crews, the Mayor and Council approved the March 27, 2020 agenda as presented. The vote was unanimous in favor.

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus.

Joe Yarbrough, Chairman of the Carpet and Rug Institute (CRI), updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:05 p.m.

Gesse Cabrera
Deputy City Clerk

David Pennington, Mayor

Recorded _____
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 1, 2020

The Mayor and Council held a meeting at noon on the 3rd Floor Conference Room of City Hall. Present were Mayor David Pennington, Council members Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney Gandi Vaughn. Council members Derek Waugh and Annalee Harlan teleconferenced into the meeting.

APPROVAL OF THE AGENDA

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

COVID-19 UPDATE AND DISCUSSION

The Mayor and Council updated the public by disseminating information from the local health industry and also leaders from the business and manufacturing communities in an effort to mitigate the impact of the virus and outlined several safety measures and guidelines citizens should take to remain safe from illness and to limit the spread of the COVID-19 virus.

Joe Yarbrough, Chairman of the Carpet and Rug Institute (CRI), updated the Mayor and Council on behalf of the floor covering industry regarding measures taken to insure the safety of workers inside facilities.

JOINT RESOLUTION 20-2 LIMITING CERTAIN ACTIVITIES TO MITIGATE THE SPREAD OF COVID -19 AND FOR OTHER PURPOSES

The Mayor and Council reviewed the Joint Resolution of Whitfield County and the Cities of Dalton, Tunnel Hill, Varnell, and the Town of Cohutta limiting certain activities to mitigate the spread of COVID -19 and for other purposes. On the motion of Council member Goodlett, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

The Mayor and Council reviewed the Families First Coronavirus Response Act (FFCRA) which outlines job protected leave and emergency paid sick leave. The Act will be in effect from April 1, 2020 until December 31, 2020. On the motion of Council member Goodlett, second Council member Waugh, the Act was approved. The vote was unanimous in favor.

ACCEPTANCE OF GEICO INSURANCE SETTLEMENT AND RELEASE OF CLAIMS

On the motion of Council member Goodlett, second Council member Waugh, the Mayor and Council approved the Geico Insurance Settlement and Release of Claims in the amount of \$23,558.98 for full and final settlement of any property damage claim including but not limited to vehicle damages, personal property damages, loss of use and any rental expense for damages caused by a vehicle accident to repair all headstones, graves and other cemetery property damages at West Hill Cemetery. The vote was unanimous in favor.

Mayor and Council
Minutes
Page 2
April 1, 2020

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 12:51 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 04/20/2020
Agenda Item: 2020 Alcohol Application
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

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

(1) Alcohol Application

2020 ALCOHOL BEVERAGE APPLICATION

M&C MONDAY APRIL 20, 2020

(1) 2020 ALCOHOL APPLICATION

- | | |
|--------------------|-------------------------|
| 1. Business Owner: | Second Step, Inc. |
| d/b/a: | Road Runners Carniceria |
| Applicant: | Heta Patel |
| Business Address: | 532 Underwood St. |
| Type: | Package Beer |
| Disposition: | New |



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	4/20/2020
Agenda Item:	The request of Julia Garcia for a special use permit for a medical clinic on a tract of land totaling 1.53 acres located at 1906 Shields Road, Dalton, Georgia. Parcels (12-260-07-010) (12- 260-07-016) and (12-260-07-009)
Department:	Zoning
Requested By:	Ethan Calhoun
Reviewed/Approved by City Attorney?	Has been sent
Cost:	N/A
Funding Source if Not in Budget	N/A

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

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

CITY OF DALTON
ORDINANCE
Ordinance No. 20-07

An Ordinance Of The City Of Dalton To Grant A Special Use Permit For A Medical Clinic Within The City Of Dalton Within A C-1 Neighborhood Commercial District To Be Located At A Tract Of Land Totaling 1.53 Acres Located At 1906 Shields Road Identified as Parcel Nos.: 12-260-07-009, 12-260-07-010, and 12-260-07-016; To Provide An Effective Date; And For Other Purposes.

WHEREAS, Julia Garcia (Owner) has filed an application with the City for a special use permit for the operation of a Medical Clinic on property described as 1906 Shields Road identified as Parcel Nos.: 12-260-07-009, 12-260-07-010, and 12-260-07-016 (the Property);

WHEREAS, the Property is currently zoned Neighborhood Commercial (C-1);

WHEREAS, the application for the special use permit appears to be in proper form and made by all owners of the Property;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed special use permit for the Property at a duly noticed public hearing held on April 13, 2020 and subsequently forwarded its favorable recommendation to the Mayor and Council without conditions;

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

-1-

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

-2-

The Property located at 1906 Shields Road identified as Parcel Nos.: 12-260-07-009, 12-260-07-010, and 12-260-07-016 (the Property) is hereby approved for a special use permit for use of a Medical Clinic.

-3-

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

approved herein.

-4-

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

-5-

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

-6-

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

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

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

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

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: April 16, 2020

SUBJECT: The request of Julia Garcia for a special use permit for a medical clinic on a tract of land totaling 1.53 acres located at 1906 Shields Road, Dalton, Georgia. Parcels (12-260-07-010) (12- 260-07-016) and (12-260-07-009) (City)

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

The petition was represented by Dr. Julia Garcia.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested special use permit for a medical clinic. Mr. Sanford asked staff why medical clinics were required to obtain a special use permit when other commercial uses were permitted outright in C-1. Ms. Price-Garland stated that the special use permit was intended to address opioid treatment centers and allow staff to ensure that the clinics are legitimately operated and that hours of operation would not negatively impact adjacent residential neighborhoods.

Dr. Garcia had no additions after hearing the staff analysis.

With no other comments heard for or against this hearing closed at 7:40

Recommendation:

Chairman Lidderdale sought a motion on the requested special use permit for a Medical Clinic. **Mr. Sanford then made a motion to recommend an approval for the special use permit for a Medical Clinic. Mr. DeLay seconded the motion and a unanimous recommendation to approve the requested special use permit for a Medical Clinic followed, 4-0.**

SPECIAL USE ANALYSIS

SPECIAL USE CASE: *Julia Garcia is seeking a Special Use Permit in order to operate a medical clinic in an existing structure within the C-1 Neighborhood Commercial zone district. The City of Dalton Mayor and Council have jurisdiction in this matter. The site totals 1.56 acres and is located at 1906 Shields Road and contains a single-family detached dwelling.*

The uses and zoning of adjacent properties surrounding the subject tract follow: 1) to the north, are three adjacent tracts that are undeveloped and zoned C-1; 2) to the east, are two tracts zoned C-1. One of these tracts contains a small business and parking lot; 3) to the south, is a 2.8-acre tract zoned R-7 (Multi-Family) that contains six condominiums; and 4) to the west, is a single tract zoned C-1 containing a single-family detached dwelling that also appears to house a home office. Zone districts and land uses surrounding the subject property are low intensity in nature with varying lot sizes, but there are a number of multi-family residential properties as well as commercial properties along Shields Road.

The petitioner is proposing to convert the existing single-family dwelling into a small medical clinic.

CONSIDERING FACTORS FOR A SPECIAL USE ANALYSIS

(A) Whether the proposed use would impact upon anticipated traffic volume and/or traffic flow and/or pedestrian safety within the vicinity.

When observing the size of the subject property's existing structure along with the proposed medical clinic, trip generation should be no more than typical C-1 uses within the C-1 zone district which already exists in this area. The petitioner has explained that their practice has been established in Dalton for some time now, but they wish to move to a new location within the city to continue operations. The petitioner stated that the proposed clinic would care for approximately twenty patients per day. Although there is significant multi-family development along Shields Road along with commercial businesses, pedestrian infrastructure is nonexistent along Shields Road. Since the structure on the subject property was constructed and utilized as a single-family detached dwelling, there is no official parking lot on the subject property. In order to be compliant with the Unified Zoning Ordinance, the proposed medical clinic will be required to create a minimum of 15 parking spaces. This estimation is based on section V-5 of the Unified Zoning Ordinance that requires medical and dental offices to have a minimum of 5 parking spaces per 1,000sf of gross floor area. Since the existing dwelling on the subject property is approximately 3,000sf, a minimum of 15 parking spaces will be required. Parking spaces must be a minimum of 8.5'X18' on a clearly striped asphalt or concrete surface. There appears to be sufficient area on the subject property to accommodate the additional parking spaces while respecting the required setbacks, and the petitioner understands that the parking lot improvements are necessary.

(B) Whether the hours and manner of operation of the proposed use would impact upon nearby properties and uses within the vicinity.

The operation of a typical medical clinic, when observed from a nearby property, would

be similar to that of most any small business. While there are certainly medical clinics with 24-hour operation, the proposed clinic will have regular daytime business hours. Monday thru Wednesday: 8:30 am - 5:30 pm. Thursday: 8:30 am-1 pm and Friday: 8 am-4 pm. Some Saturdays: 9 am -12 noon (2 Saturdays per month)

(C) Whether parking, loading/service, and/or refuse areas of the proposed use would impact upon nearby properties and uses within the vicinity, particularly with regard to noise, light, glare, smoke, and/or odor.

Based on the proposed hours of operation for a medical clinic, it is not necessary for the parking area to be lighted. All of the activities associated with the proposed medical clinic will take place in doors and will likely go undetected by any of the surrounding properties in this area. The refuse area will be no different than a typical dumpster station at any small business or office. Since there will be biohazardous waste generated from this use, the disposal of said waste will be stored and disposed of separately. This clinic will also have an internal laboratory waived by CLIA (Clinical Laboratory Improvement Amendments). Since the lab will be housed inside the building and will be required to follow hazardous waste disposal regulations, no impact to the surrounding properties is expected.

(D) Whether the height, size, and/or location of any proposed structure is compatible with the height, size, and/or location of structure(s) upon nearby properties and uses within the vicinity.

The petitioner plans to utilize the existing single-family detached dwelling by remodeling the interior of the building to serve as the medical clinic. The existing dwelling on the subject property blends rather well with the other properties along Shields Road as a single-story ranch style single-family detached dwelling of approximately 3,000 square feet in size (according to the Whitfield County Tax Assessor's information).

(E) Whether the size of the lot or parcel is sufficiently large for the proposed use, and for reasonable growth opportunity of such proposed use, within the parameters of the Zoning Ordinance and within the probable limits of the soils thereon if an on-site sewage system is to be installed.

This area is served by sewer, which would be able to sustain reasonable growth of the proposed medical clinic more efficiently than areas lacking sewer access. There is sufficient area on the subject property to create more parking spaces while remaining within the required setback areas if a future expansion is sought at this location.

(F) Whether the benefits of and need for the proposed use are, on balance, greater than reasonable anticipated depreciating effects and/or damages, if any, to nearby properties within the vicinity.







Staff do not anticipate the requested use to have a depreciating affect on the surrounding and nearby properties based on the existing neighborhood commercial character existing in this area.

CONCLUSION: *The staff recommendation is that the requested special use permit can be approved for the proposed medical clinic based on the fact that no conflicts with traffic generation, existing surrounding land uses, or the Comprehensive Plan's future development map.*

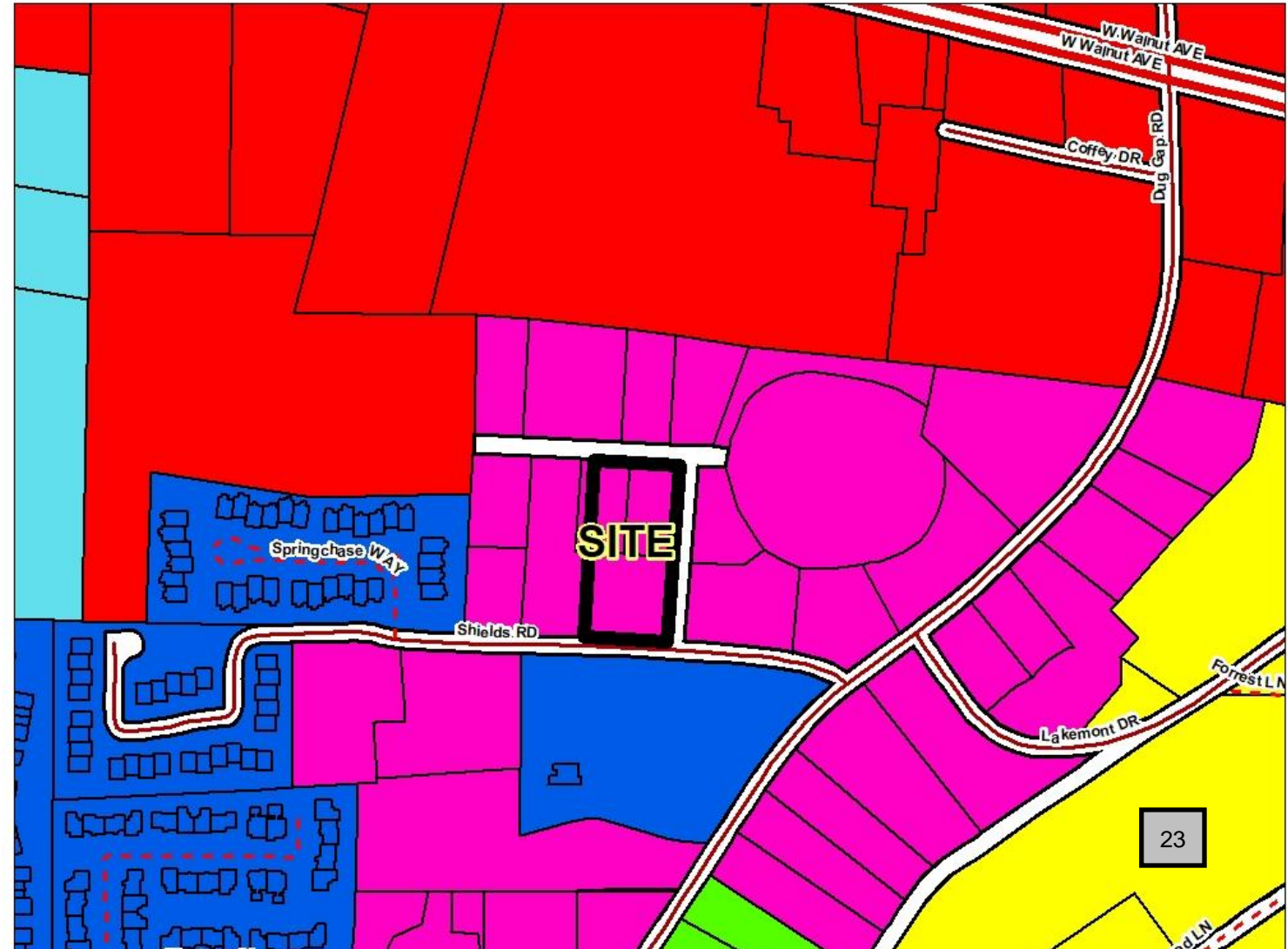


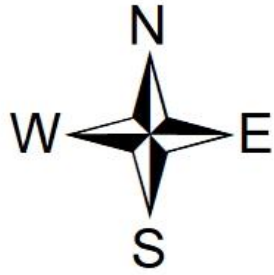
Garcia Special Use Request for Medical Clinic

Zoning: C-1, Neighborhood Commercial City of Dalton Jurisdiction

ZONING	
	Estate Residential (R-1)
	Low Density Single Family Residential (R-2)
	High Density Residential (R-7)
	Mixed Use (MU)
	Neighborhood Commercial (C-1)
	General Commercial (C-2)

FEET
300



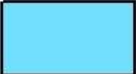


Garcia Special Use Request for Medical Clinic

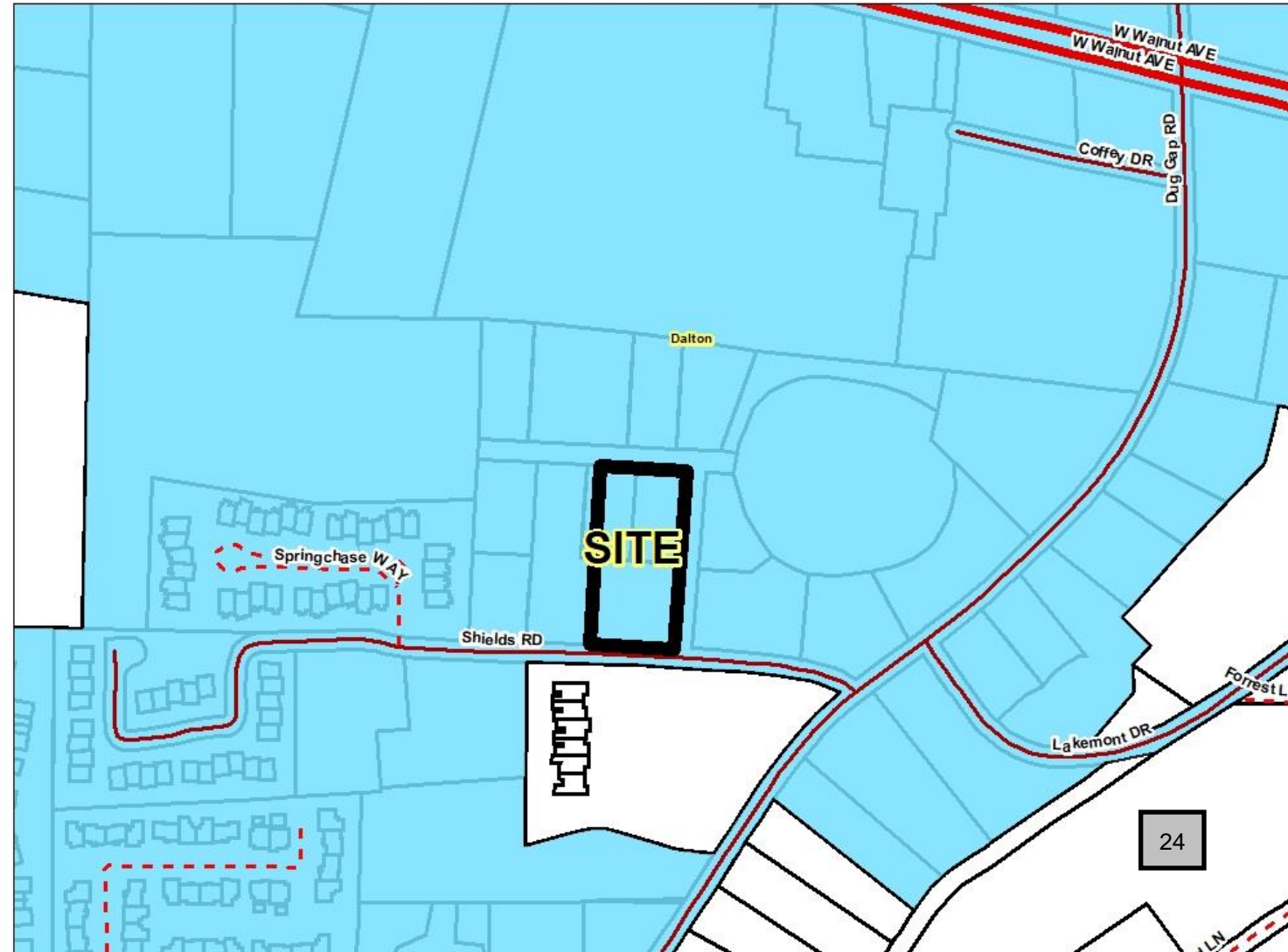
Zoning: C-1, Neighborhood Commercial

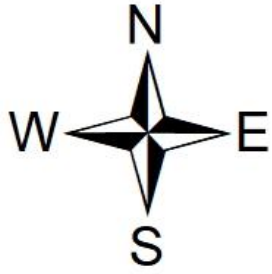
City of Dalton Jurisdiction

DALTON CITY LIMITS

 Town_Boundaries

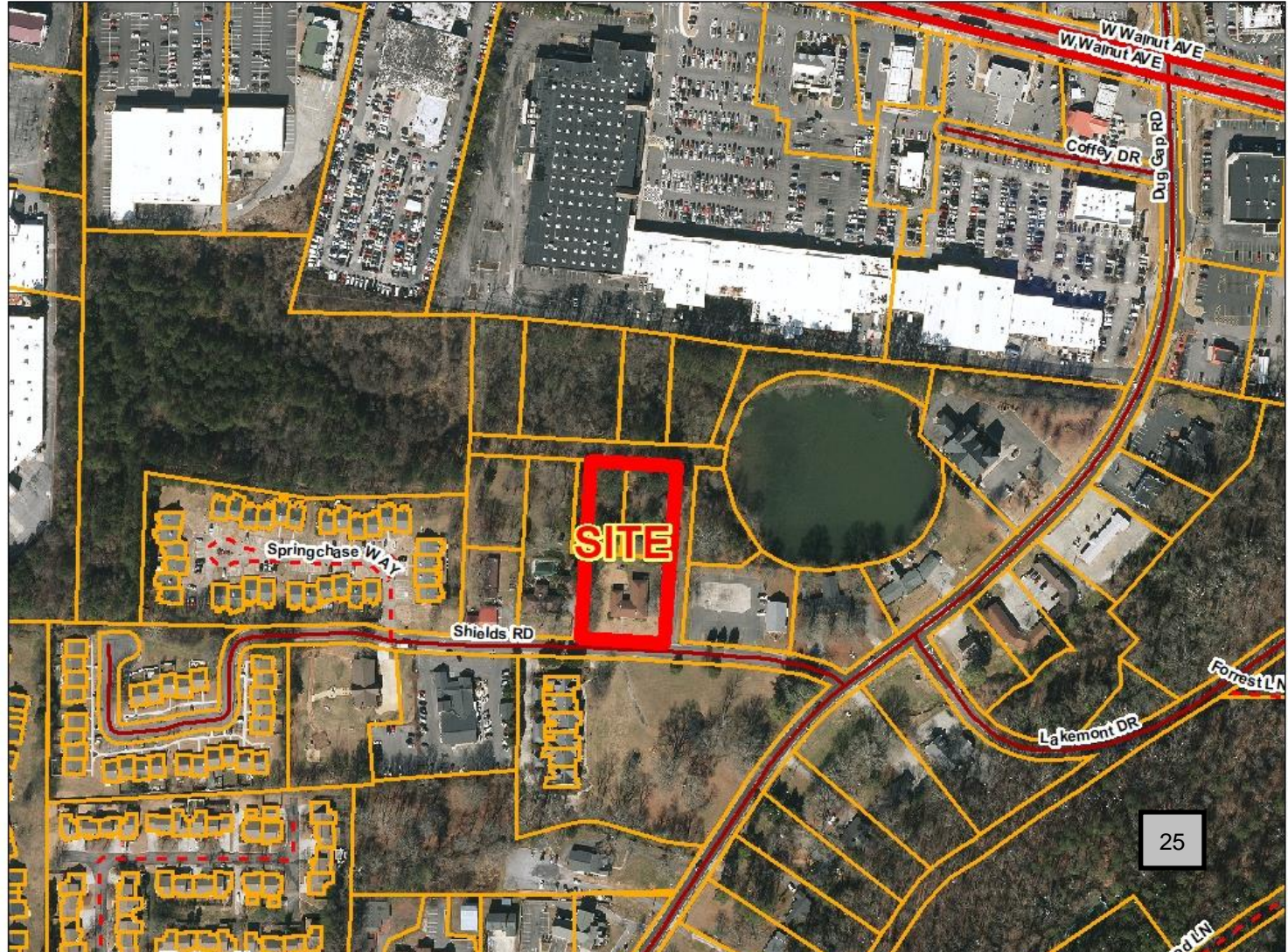
FEET
300





Garcia Special Use Request for Medical Clinic

Zoning: C-1, Neighborhood Commercial City of Dalton Jurisdiction



FEET
300



Garcia Special Use Request for Medical Clinic Zoning: C-1, Neighborhood Commercial City of Dalton Jurisdiction



**FEET
150**



Garcia Special Use Request

for Medical Clinic

Zoning: C-1, Neighborhood Commercial

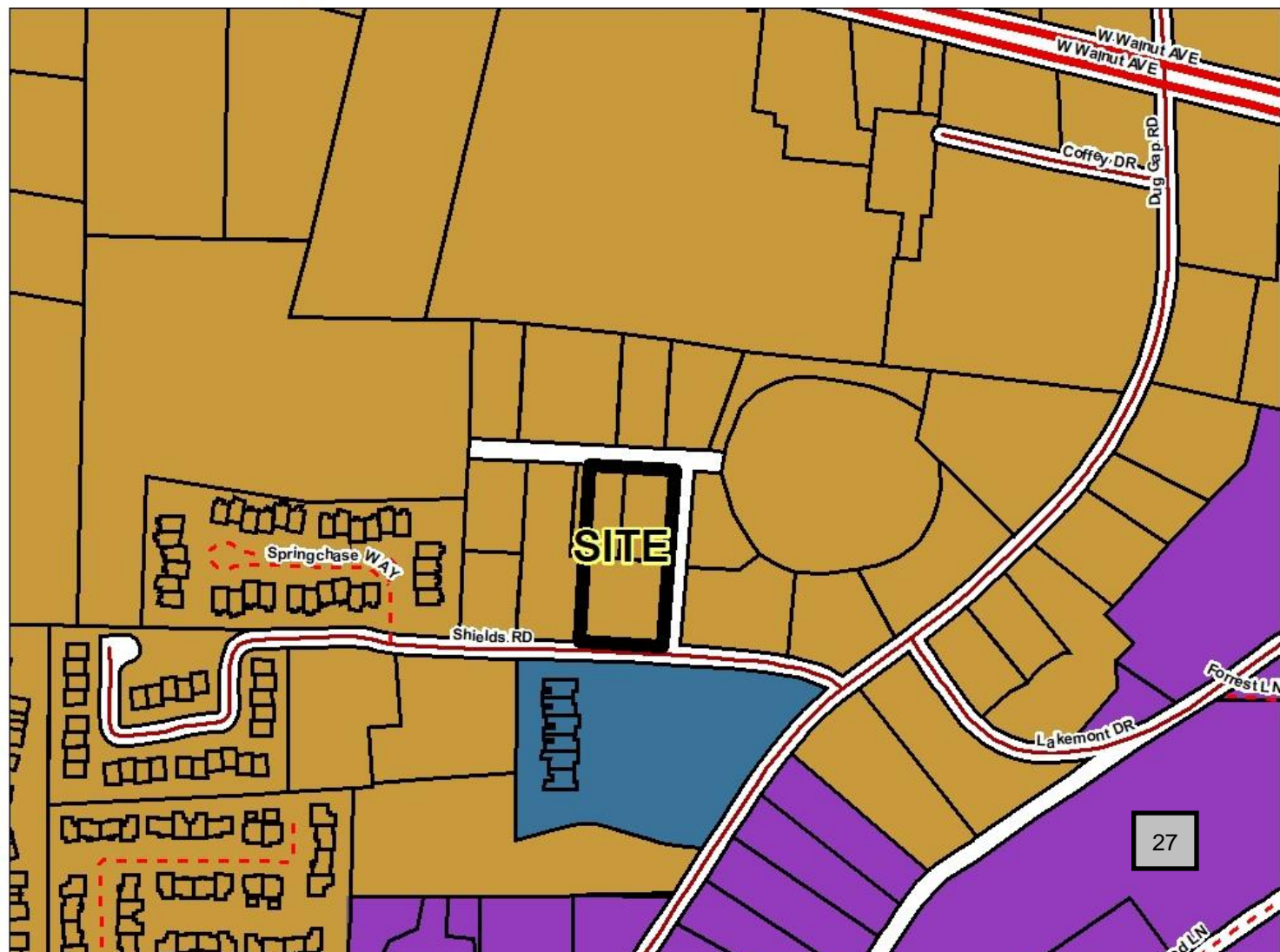
City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Community Activity Center
-  Regional Activity Center
-  Suburban

FEET
300





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	04/20/2020
Agenda Item:	Professional Services Task Order 002 with Arcadis U.S., Inc.
Department:	Public Works
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	Not to Exceed \$34,950
Funding Source if Not in Budget	2015 SPLOST - SP 158

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

This would authorize Task Order 002 under the Master Services Agreement with Arcadis to perform the following:

1. **Development of an Infrastructure Acceptance Policy** – This task will develop a formal policy for when the City will accept dedications of right-of-way or easements for the purposes of expanding the scope/extent of the City’s stormwater system.
2. **GIS Infrastructure Criticality Assessment** – This task will consist of evaluating the City’s GIS inventory of stormwater assets to identify structures critical to City operations, residents, and businesses. This is a first step in developing a comprehensive asset management program for stormwater.
3. **Evaluation of Previous Study Performed on Ridge St, McFarland Ave, and Valley Drive Basin** – This is to review work previously performed in this basin by another consultant to help: 1.) validate the prior analysis and determine whether additional evaluation is needed or 2.) if construction plan development can occur should this system be accepted into the City’s extent of service.

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Attachment 1

Description of Project & Scope of Work

Background

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to assist the city with development of guidance to identify capital and maintenance needs for the city's Stormwater Management Program. In order to develop a logical and defensible capital improvement program, the city desires to identify and implement procedures and data necessary to build such a program. The following elements could serve as the foundation of this program:

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

Element 1 - Infrastructure Acceptance Policy

Currently, Arcadis understands that the city has an extent of service policy whereby the city accepts responsibility for stormwater infrastructure assets that lie within the public right-of-way owned by the city or within easements dedicated to and accepted by the City. Arcadis also understands that the city does not have a formal policy for accepting responsibility of existing infrastructure for which the city is currently not responsible. As part of its stormwater asset management program, the city would like to establish a decision-making process to accept infrastructure outside of the city's extent of service. This element of the program will develop a policy that will guide future decisions to accept responsibility for stormwater infrastructure outside of the existing extent of service of the city's public infrastructure management program.

Element 2 - Infrastructure Criticality Assessment

The second element of the program will focus on the evaluation of the city's existing infrastructure. Arcadis understands that the city currently has a GIS inventory of the majority of its system. By defining the criticality of the system elements, infrastructure maintenance, rehabilitation, or replacement decisions can be prioritized.

Element 3 – Drainage System Awareness

An understanding of the drainage patterns in the city allows the city to ensure that drainage improvement projects are constructed in such a way as to not transfer flooding problems from one location to another.

Element 4 – Capital Improvement Programming

Following completion of the first 3 elements, a program can be developed to help guide the city's prioritization of individual capital program projects. This element would consist of evaluating current and future capital needs against a prioritization process to be developed utilizing data generated in the previous three elements as well as other factors to be identified.

Scope of Work

The following scope of work has been developed to assist the city with development of the first two elements of the program. Elements 3 and 4 will be developed at a later date upon the availability of the city's new LiDAR topographic data to delivered in the summer / fall of 2020.

Task 1 – Infrastructure Acceptance Policy

Task 1 will consist of development of a policy that will guide the Stormwater Program for accepting existing infrastructure into the City's Extent of Service policy. As noted above, the City's current extent of service policy, or more specifically where the City will expend public funds on the construction, maintenance, or rehabilitation of stormwater infrastructure, is limited to City owned right-of-way or dedicated and accepted easements. However, it is our understanding that the City does not currently have a formal policy of when the City will accept dedications of right-of-way or dedicated easements for the purposes of expanding the scope / extent of the City's stormwater system. Arcadis will develop a draft policy guidance document in consultation with City staff that outlines the conditions that the City would accept dedication of a drainage system for maintenance, construction or rehabilitation.

Assumptions:

- 1 to 2 meetings with staff will be required for development of the policy language
- One presentation to senior staff / elected officials will be required
- A draft of the policy will be developed and provided to the city in MS Word format and a maximum of 2 to 3 revisions will be required to finalize the policy

Deliverables:

- Draft policy language in MS Word format
- Final policy language in MS Word format

Task 2 – GIS Infrastructure Criticality Assessment

Task 2 will consist of evaluating the City's current GIS inventory of stormwater infrastructure assets to identify structures that are critical to City operations, including those to residents and businesses in Dalton. This will be a desktop exercise using the current GIS inventory and readily available public data (aerials / roadway maps) to identify factors that would potentially impact the city's ability to conduct routine and emergency operations. As part of this prioritization effort, Arcadis will look at factors, such as:

- Material of construction of the stormwater infrastructure (metal, concrete, HDPE, etc.)
- Potential impacts to other city infrastructure (i.e. roads / facilities) if the asset were to Fail
- Proximity to buildings
- If located on public right-of-way / property or private property
- Location relative to major / minor roadways
- Other Factors to be Determined in Consultation with the City

Arcadis will modify the existing drainage system infrastructure GIS database to include 5 to 8 new fields that will be populated to assist in identifying the criticality of infrastructure. It is anticipated that this data will then be distilled to assign a criticality rating to each stormwater asset in the inventory.

Assumptions:

- GIS inventory data will be received within approximately 1 week of Notice to Proceed
- A maximum of 3 meetings with staff will be required for development of the criticality factors
- No engineering analysis such as hydrologic, hydraulic, or flood modeling will be performed as part of this effort

Deliverables:

- Brief technical memo outlining and describing the factors utilized to assign criticality of assets (Word format)
- Updated GIS Stormwater Inventory with criticality factors

Task 3 – Evaluation of WK Dixon Study Previously Performed – Ridge Street / McFarland Ave / Valley Drive Drainage Basin

Arcadis understands that city staff has been asked to evaluate potential drainage improvements requested by residents south of the city cemetery. Drainage improvements would focus on a drainage system that consists of a series of closed pipes and open channel conveyances that begin at West Emery Street run adjacent to Ridge Street then along McFarland Avenue before discharging under Valley Drive and ultimately draining to Walnut Avenue. Arcadis also understands that a previous study was conducted by WK Dixon for Dalton Utilities in 2014 to identify drainage improvement needs in this area. Arcadis will conduct a review of the previous study for this drainage basin and provide a recommendation to proceed with an alternative study or construction plans development.

Assumptions:

- This will be a desktop evaluation of previous engineering studies and no engineering analysis such as hydrologic, hydraulic, or flood modeling will be performed as part of this effort

Deliverables:

- Brief memo outlining our findings and recommendations for implementation of a drainage improvements program for the Ridge Street / McFarland Avenue / Valley Drive system.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Attachment 2 Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2020 rate table below.

Task 1 – Infrastructure Acceptance Policy	\$11,230
Task 2 – GIS Infrastructure Criticality Assessment	\$16,445
Task 3 – Evaluation of WK Dixon Study Previously Performed – Ridge Street / McFarland Ave / Valley Drive Drainage Basin	\$7,275

Task Order Total \$34,950

2020 Rate Schedule

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

- * A rate schedule will be provided with each Task Order proposal based on the specific services that will be provided and the rates effective at that time.
- *All direct expenses will be billed at cost plus 10%
- *Mileage will be billed at the current federal mileage rate
- * Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	04/20/2020
Agenda Item:	Agreement with Lowery and Associates for Topographical Survey of Prater Alley Drainage Basin
Department:	Public Works
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	Not to Exceed \$9,000.00
Funding Source if Not in Budget	2015 SPLOST - SP 158

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

This is to ratify an agreement with Lowery and Associates Land Surveying to complete a topographical survey of the Prater Alley basin which is needed to facilitate the previously approved drainage analysis to be performed by another consultant.

A location map of the survey areas has been attached and work is to be completed within 15 business days.

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



P.O. Box 201470
Cartersville, GA 30120
Phone: 770-334-8186
Fax: 770-809-5146
mlowery@lowerylandsurveys.com

April 02, 2020

City of Dalton
Attn: Andrew Parker

SURVEY SCOPE OF SERVICES

Lowery & Associates Land Surveying will provide a complete survey as specified below. The site consists of multiple areas for topo and storm structure surveys (see detailed areas on page 2 of this proposal).

Approximate property lines will be shown using available layers provided by the Whitfield County GIS Department. Certification cannot be provided for all encumbrances of record until a boundary survey and current title inspection report is provided. It is the client's responsibility to ensure said title report is delivered to Lowery & Associates in a timely manner. Revisions and any extra trips to the site about requested revisions will be billed at a fee to be negotiated at time of request. A survey of the site will be completed to locate all visible improvements including but not limited to buildings, curbs, walks, driveways, fences, sewer, and storm drainage and items required by Arcadis: Pipes - diameters and material, Manholes - inverts and rim elevation (top of lid ok), Curb inlets - inverts and elevation at the mouth, Open channels - typical width and depth for each section, Sanitary Sewer - Manholes, Pipes, Diameters, Material, Inverts (just looking for conflicts with future improvements), and Tax Parcels. Contours will be shown at a 1-foot interval and will be based upon the North American Vertical Datum of 1988. Underground utilities will be shown based upon markings placed by Georgia OneCall 811 service. The survey will be provided on an appropriate sheet size and at a scale no larger than 1" = 50'. An electronic copy of the survey in Autocad (.dwg) format will also be provided. Please note that additional items such as surveying appurtenant easement areas (offsite easements) or preparing easement exhibit plats will be billed at a separate fee to be negotiated upon request.

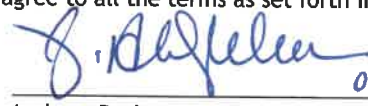
DELIVERY & FEE SCHEDULE

If released on 04/02 we can have a survey crew mobilize onsite by 04/06. The estimated delivery date of the final survey is within 15 business days unless unforeseen circumstances, such as weather, delay the survey process. Payment will be made based upon an invoice issued with the delivery of the plat. Any shipping fees other than standard first-class mail through the U.S. Post Office are not included in this fee and will be added to the final invoice, including but not limited to Federal Express and courier. Payment not made within 30 days of invoice date may be considered a default. In the event of default, the client will be liable for all costs of collection, including reasonable attorney's fees and court costs. It is understood that payment of surveying fees is not subject to any other conditions.

Lump Sum Fee for the survey as specified above: \$9,000.00

I authorize Lowery & Associates Land Surveying to proceed with the complete survey as outlined in this proposal. I certify that the company I represent authorizes me, and I agree to all the terms as set forth in this contract.

Jason Burnette
Lowery & Associates Land Surveying



Andrew Parker
City of Dalton Public Works

04/02/2020





CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	04/20/2020
Agenda Item:	Authorization of Public Works Equipment Purchases
Department:	Public Works
Requested By:	Andrew Parker
Reviewed/Approved by City Attorney?	Yes
Cost:	\$266,270.84
Funding Source if Not in Budget	To Be Determined

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

Public Works is requesting authorization to proceed with the purchase of the following two (2) units from the Sourcewell Cooperative Purchasing Contract:

1. **Knuckle Boom Grapple Loader Truck** – \$208,950.00 -- This will facilitate weekly bulky item pickup for residents as part of the Department's Sanitation operations.
2. **Toolcat Utility Work Machine** -- \$57,320.84 – This will facilitate the Cemetery Sexton having an office at the West Hill Chapel. This unit will be stored at the Chapel to assist in cemetery maintenance operations.

See attached quotes for additional information.



Vacuum Truck Sales & Service

5423 Kauloosa Ave.
Tuscaloosa, AL 35405
Cell: 601-940-6012
Fax: 205-277-6189

Prepared for: City of Dalton GA
Mr. Doug Blaylock
DBlaylock@daltonga.gov
Dalton, GA

RE: Sourcewell Quote
Brush Hawg AWC-Model

Date: April 9, 2020
Quote #: 04092020PM

Standard features on the 2020 "All Weather" AWC-Model with the Freightliner M2 Crew Cab Chassis-Built Exclusively for Brush Hawg!

- Patented In-Cab Control System (U.S. Patent#10196098)
- Freightliner M2 Crew Cab Chassis-Built Exclusively for Brush Hawg
- Single Operator's Seat in Rear Cab Allowing Operator to Work Inside Truck Cab in a Safe and Comfortable Environment
- 18' STD Dump Body (42"-74"), 4" x Members on 12", 3/16" floor, 10 GA sides, 19 GA Side Post on 24", 3"x4" x 3/16" Top Tube, 1/4" Rear Post & (3) Front Post.
- Multiple Camera Systems for Maximum View Around Dump Body
- Boom over Height Light & Alarm
- Stabilizers Down Warning Light & Alarm
- Dual Upper Rear Doors/Tailgate Brake Lights
- Dual Upper Rear Doors/Tailgate Amber Strobing Lights
- Dual Front Bumper Strobing Lights
- Dual Boom-Mounted Work Lights
- Dual Curbside Under Body Work Lights
- 4 Corner Amber Strobing Lights to Rear Doors/Tailgate

Special Body Options Selected:

- ✓ Air/Electric over Hydraulic Joystick Controls in Rear Cab
- ✓ Single Surface Mount Strobing Light Under Rear of Dump Body
- ✓ Rear Vision Camera System on Drivers Dash for Backing Truck
- ✓ Dual Barn Doors In lieu of Single Tailgate
- ✓ Integrated Front of Body Toolbox with Dual Side Doors
- ✓ Roll-Rite Electric Tarp System

Brush Hawg AWC Model Package

<u>FOB:</u>	Dalton, GA
<u>Training Included:</u>	Training on site and as needed.
<u>Lead Time:</u>	This Stock Unit is Currently Available and Ready for Immediate Delivery. Stock Equipment is on a First Come Basis and Reserved with your PO.
<u>Delivery and PDI:</u>	\$ 1,500.00
<u>Brush Hawg AWC-Model:</u>	\$209,250.00
<u>Discount allowance for miles:</u>	\$ - 1,800.00
<u>Stock Unit: Soucewell Price:</u>	\$208,950.00

(Currently in stock and is available for immediate delivery)

Phillip Mechatto

VTSS Representative

Cell: 601-940-6012

Fax: 601-933-4653

Email: pmechatto@vtsales.net

Web: www.vtsales.net





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04/20/20

Agenda Item: Traffic Control Change - 'No Parking - This Side of Street' for Rucky Drive

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

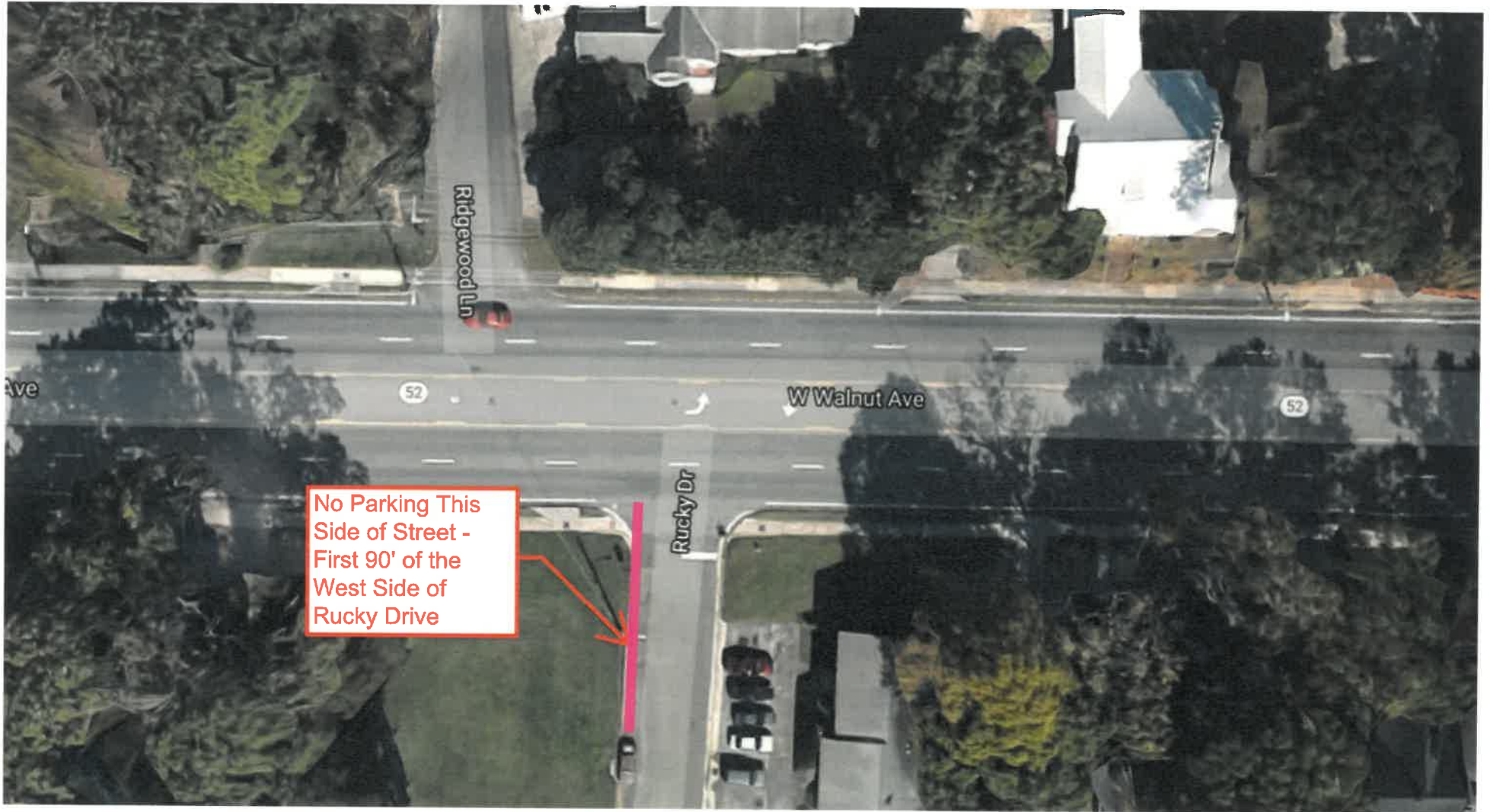
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

See attached Traffic Control Change and Location Map.

Whitfield County GIS



Traffic Control Change - Rucky Drive





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: Whenever it is appropriate
Agenda Item: Maintenance Agreement
Department: Human Resources
Requested By: Greg Batts
Reviewed/Approved by City Attorney? Not this one but the previous one was
Cost: \$868.50

Funding Source if Not in Budget

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

Approval request for preventative maintenance and inspection of backup generator for City Hall



Sales and Service

CHATTANOOGA TN BRANCH
1509 EAST 26TH STREET
CHATTANOOGA, TN 37407
Phone: 423-6291447

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
DALTON CITY HALL PO BOX 1205 Dalton, GA 30722	Contact: Greg Batts Phone: 706 529-2422 Fax: 706 281-1264 Cust Id: 382102	Quote Date: 31-MAR-20 Quote Expires: 31-MAR-21 Quote Num: 96511 Quoted By: Jeremy Hogan Quote Term: 1 Year(s)

Site Information

1	WAUGH STREET	300 W WAUGH ST	DALTON	GA	30720
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	0	ONAN	20.0GGMA	GGMA	K060993145	STDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	0	FULL SERVICE	1	508.92	508.92
		PM INSPECTION	1	359.58	359.58

This renewal proposal covers two (2) service visits annually: one (1) Full Maintenance Service, and one (1) Maintenance Inspection. This proposal does not include replacement of batteries, air filters or coolant over two gallons. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service - May 2020; Inspection - November 2020.

This is a one (1) year proposal, running from 01 May 2020 through 30 April 2021, which will be automatically renewed unless cancelled by either party. Preventive maintenance customers receive a 10% discount on parts and labor on all unscheduled repairs as well as a guaranteed four hour response time 24 hours a day.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Ann Mason, PEM Coordinator
(804) 297-1636 - Office / (404) 765-8568 - Fax
margaret.mason@cummins.com or SouthPM@cummins.com

Standard Agreement Amount	\$868.50
Proposal Total	\$868.50

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address

DALTON CITY HALL
PO BOX 1205
Dalton, GA 30722

Customer Contact

Contact: Greg Batts
Phone: 706 529-2422
Fax: 706 281-1264
Cust Id: 382102

Quote Information

Quote Date: 31-MAR-20
Quote Expires: 31-MAR-21
Quote Num: 96511
Quoted By: B964585
Quote Term: 1 Year(s)

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: *Ann Mason* _____

Date: **3/31/2020** _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations.

Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

GENERATOR PLANNED MAINTENANCE

SCOPE OF SERVICES



INSPECTION: (Monthly, Quarterly or One-Time Per Year)

SAFETY:

- Perform Lock Out Tag Out procedure (LOTO)

BATTERY & BATTERY CHARGER SYSTEM:

- Check/record battery charger functions & charge rate
- Check connections, termination cleanliness & security
- Check electrolyte level, vent caps & all cells in starting battery
- Check specific gravity of batteries
- Test starting batteries with electronic analyzer
- Check starter connections and wiring
- Check starting voltage

FUEL SYSTEM:

- Inspect main tank/day tank fuel level & test transfer pump operation
- Inspect tank vents & overflow piping
- Inspect gaseous fuel regulator vent (natural gas only)
- Inspect all fuel hoses, clamps, pipes, components, vents & fittings
- Inspect governor linkage & oil level (if applicable)
- Drain condensation from fuel/water separators
- Inspect fuel tank for water
- **Optional** - fuel sample for laboratory analysis*

ENGINE COOLING SYSTEM:

- Inspect water pump, all hoses and clamps for leaks, coolant level & condition
- Inspect radiator condition
- Observe coolant heater operations
- Inspect drive belts, observe alignment & deflection
- Utilize SCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds & barriers for obstruction
- **Optional** - coolant sample for laboratory analysis*

HOUSEKEEPING:

- General cleaning of enclosure interior, genset & ATS

FULL SERVICE:

LUBRICATION OIL & FILTRATION:

- Change engine lubrication oil
- Change fuel & coolant filters
- **Optional** - oil sample for laboratory analysis*
- Change primary lubrication & bypass filters
- Post lube service operation of genset (unloaded) at rated temperature

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS:

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives

*Additional Charge

Quotes provided in accordance with customer requirements by service offerings. Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Inc. Any additional repairs maintenance or services performed by Cummins Inc for a Planned Maintenance Agreement holder will be at a 10% discount off of our current field service labor rates and on list parts pricing.

ENGINE & LUBRICATION SYSTEM:

- Inspect lubrication system for leaks & visually check oil level
- Inspect crankcase ventilation system
- Inspect ignited ignition system
- Inspect oil heater operation (if applicable)

INTAKE/EXHAUST SYSTEM:

- Inspect air cleaner restriction indicator
- Inspect air cleaner element & entire intake system
- Inspect entire exhaust system & rain cap
- Inspect louver operations
- Inspect spark arrestor
- Empty condensate trap on silencer

GENERATOR CONTROLS & POWER CONNECTIONS:

- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all control mounted components & wiring
- Inspect generator heater operation
- Lamp test all lights & indicators
- Visually inspect breaker & power connectors
- Manually operate generator main breaker(s) open & closed**

**NOTE: Will not exercise breakers or contactors on a paralleling device.

GENERATOR OPERATIONS:

- Start, observe & record generator & equipment
- Verify engine & generator safeties for proper operation
- Inspect duct work, louver motors, controls & test as appropriate
- System test with or without load

AUTOMATIC TRANSFER SWITCH:

- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delays settings
- Verify function of exercise clock



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 4/20/20
Agenda Item: Maintenance Agreement
Department: Human Resources
Requested By: Greg Batts
Reviewed/Approved by City Attorney? Not this one but the previous one was
Cost: \$945.00 per quarter (\$3,780.00 per year)

Funding Source if Not in Budget

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

Approval request for preventative maintenance of HVAC system at old Post Office located at 100 S. Hamilton St.



EMCOR Services Aircond
400 Lake Ridge Drive
Smyrna, GA 30082
T: 770.444.3355

April 7, 2020

City of Dalton
Attn: Greg Batts
100 South Hamilton Street
Dalton, GA 30720

Re: HVAC Service Agreement Renewal / Agreement #11000224

Dear Greg:

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

We truly value being your HVAC service provider; therefore, at this present time there will not be a Cost of Living increase added to your Preventive Maintenance Service Agreement. Your contract will remain at **\$945.00** per **quarter** for the next year effective May 1, 2020.

We would like to take this opportunity to thank you for your continued partnership with EMCOR Services Aircond. Please feel free to contact me directly if there is anything I can do for you.

Sincerely,

Tanja Suttles
Customer Care Manager
Direct: 770-805-2573
Email: tsuttles@aircond.com

Approved by
Signature: _____
Name/Title: _____
Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-20-20

Agenda Item: Grant Signature Authorization for Dalton Fire Department GEMA Grant

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

MOU authorizing Chief Pangle to apply for GEMA grant for specialized fire department equipment.

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique, no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: hsgrants@gema.ga.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and
Programs Division

Memorandum of Understanding (MOU)
BY and BETWEEN
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
CITY OF DALTON FIRE DEPARTMENT CHIEF TODD PANGLE

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the “GEMA/Homeland Security” and [Click or tap here to enter text.](#)

officially domiciled at 300 W. Waugh Street, Dalton, GA 30720

hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Homeland Security Grant Program (HSGP) and/or Nonprofit Security Grant Program (NSGP).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA HSGP and/or NSGP as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee’s application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the HSGP and NSGP and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not to limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for HSGP and/or NSGP in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to HSGP and/or NSGP funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA HSGP or NSGP.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA HSGP and/or NSGP.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/Homeland Security does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee, does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the DHS FEMA HSGP and/or NSGP.

The Subgrantee, by its decision to participate in the HSGP and/or NSGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any

and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness

Name: Sheneka Turner

State Coordinating Officer

Name: Ceporia McMillian

Date

Telephone Number: (404) 635-7095

Subgrantee's Witness

Name: Jason Parker

Chief Elected/Appointed Official
or Chief Executive Officer

Name: David E. Pennington, III

Title: Mayor

Date April 20, 2020

Telephone Number 706-529-2404

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized and 1 financial individual that will be designated as agents. Changes to the below authorized agents must be communicated to GEMA/Homeland Security in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Alternate Agent's Name (Optional): Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Authorized Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Financial Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Homeland Security Grant Program and Nonprofit Security Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

Chief Elected/Appointed Official
or Chief Executive Officer

Date

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 04-20-20

Agenda Item: Resolution 20-10 Authorizing the Purchase of Real Property at 310 West Waugh Street Dalton

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$190,000

Funding Source if Not in Budget General Fund

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

Purchase of the building and property located at 310 West Waugh Street for the purpose of future infrastructure improvements.

**CITY OF DALTON
RESOLUTION
Resolution No. 20-10**

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
at
310 WEST WAUGH STREET**

WHEREAS, the Mayor and Council of the City of Dalton has determined that it is consistent with the best interests of the City of Dalton and its citizens that the City of Dalton purchase for public use certain real property located at 310 West Waugh Street as described in Exhibit “A” (the “Property”) from Fordham Properties, LLC, a Georgia limited liability company (the “Seller”), as provided for in the Agreement For Sale And Purchase Of Real Estate (the “Purchase Agreement”);

WHEREAS, the City of Dalton, under the authority of the Charter of the City of Dalton Sections 4-8(f) and 4-8(r) is authorized to acquire real property for public use;

WHEREAS, the City of Dalton obtained an appraisal by a Georgia licensed real estate appraiser to determine the fair market value of the Property;

WHEREAS, the Seller has agreed to the proposed terms of sale as provided in the Purchase Agreement;

WHEREAS, the City of Dalton has determined that the terms of the Purchase Agreement, including the proposed sales price of \$190,000.00, are fair and just compensation for the purchase of the Property;

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

THAT the City of Dalton hereby approves the proposed terms of sale as provided in the Purchase Agreement.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into the Purchase Agreement and any and all documents necessary to consummate the proposed purchase of the Property.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton any and all documents as may be necessary or desirable to accomplish and effect the Purchase Agreement and these Resolutions; and such documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton and as approved as to form by the City Attorney, and the execution of such documents by the Mayor as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the Purchase Agreement which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to the Purchase Agreement and other documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such documents on behalf of the City of Dalton.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on the Purchase Agreement and other documents executed in connection with any of the foregoing Resolutions.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

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

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

EXHIBIT "A"

Tract No. 1:

A certain tract or parcel of land lying and being in Land No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being parts of Lots 99, 99-1/2, and 101 on the east side of Thornton Avenue, in the City of Dalton, being more particularly described as follows:

BEGINNING at the northwest corner of the intersection of the right-of-way of Waugh Street with Acme Alley; thence west, along the north right-of-way of said Waugh Street, 73 feet; thence north 150 feet, more or less, to the south line of property now or formerly belonging to Mrs. Jim Lock; thence east, along the south line of said Lock property, 73 feet to the west side of Acme Alley; thence south, along the west side of said Alley, 150 feet, more or less, to the point of beginning.

Tract No. 2:

(see Tract 5 prior deed)

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, together with improvements thereon, and being more particularly described according to a plat of survey prepared for the City of Dalton, by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated June 30, 2006, being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the north right-of-way line of Waugh Street (100' ROW), said point being located in a westerly direction, as measured along said right-of-way line, a distance of 293.58 feet from the point of intersection of said right-of-way line and the west right-of-way line of Selvidge Street; thence south 89 degrees 59 minutes 18 seconds west, along the north right-of-way line of Waugh Street, a distance of 6.30 feet; thence north 01 degrees 47 minutes 00 seconds west a distance of 145.86 feet; thence south 89 degrees 38 minutes 43 seconds east a distance of 9.0 feet to an iron pin; thence south 00 degrees 43 minutes 23 seconds east a distance of 145.74 feet to an iron pin, which is the POINT OF BEGINNING.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 4-20-20

Agenda Item: Resolution for CDBG Program Plan Amendment

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: \$255,543

Funding Source if Not in Budget CARES Act

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

As an entitlement community, the City has been awarded \$255,543 in additional CDBG funds related to Coronavirus Aid, Relief, and Economic Security Act. These funds will be used to fund a small business loan program, a food delivery program and administrative fees associated with implementing, administering, and monitoring the program activities. Additional excess funds of \$50,000 will be allocated to the program from the Minor Home Repair Program.

**CITY OF DALTON
RESOLUTION
Resolution No. 20-11**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE 2019-2023 CONSOLIDATED PLAN, 2019 ACTION PLAN, AND CITIZEN PARTICIPATION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

WHEREAS, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

WHEREAS, the City of Dalton has received \$255,543 in CDBG funds through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and must amend its 2019-2023 Consolidated Plan as to utilize Community Development Block Grant funds to respond to the coronavirus pandemic known as COVID-19.

WHEREAS, the City shall amend its priorities to include Economic Development as an activity and implement a small business loan program to assist small businesses that have been economically affected by COVID-19. The City shall use \$150,000 in CARES Act CDBG funds for the small business loan program, \$54,434.40 for the food delivery program, and \$51,108.60 for administration costs. The City shall reallocate FY2019 CDBG funds in the amount of \$50,000 from the Minor Home Repair Program to the City’s new Economic Development Small Business Loan Program.

WHEREAS, the Public Notice has been published and public meeting held for the HUD-required 5-day citizen participation, review and comment period;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Dalton, Georgia that the Fiscal Year 2019-2023 Consolidated Plan, 2019 Action Plan, And Citizen Participation Plan be amended as provided for herein.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

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

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR