



**MAYOR AND COUNCIL MEETING  
MONDAY, DECEMBER 02, 2019  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

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

1. Executive Session - Potential Litigation
2. Review of Agenda

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

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

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

**Minutes:**

1. Work Session & Regular Meeting Minutes of November 18, 2019

**Unfinished Business:**

2. Second Reading Ordinance 19-17 Personal Transportation Vehicles

**New Business:**

3. Public Safety Commission Recommendations:
  - (1) 2019 New Alcohol Application
  - (112) 2020 Alcohol License Renewals - No Changes
  - (5) 2020 Alcohol License Renewals - With Changes
  - (4) 2020 Pawnbroker License Renewals
4. Sponsorship Agreement with Academy Sports for Dalton Parks and Recreation
5. Contract with KRH Architects for Design of John Davis Recreation Center and Feasibility Study for Aquatic Center
6. 2020 SPLOST Committee Recommendations

**Supplemental Business:**

**Announcements:**

7. The Mayor and Council will hold a Budget Hearing for the Proposed FY-2020 General Operating Budget at 6PM on Monday, December 9, 2019.

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
NOVEMBER 18, 2019

The Mayor and Council held a Work Session this evening beginning at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the corresponding items on the agenda with department heads.

SUPPLEMENTAL – VALLEY DRIVE PARKING

Mayor Mock stated that he was asked if the Mayor and Council would consider no parking on Valley Drive. After a lengthy discussion and several options discussed, the Council instructed Public Works, Fire Department and Police Department to study the area and make a recommendation and also suggested the neighbors should be polled.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:56 p.m.

---

Bernadette Chattam  
City Clerk

---

Dennis Mock, Mayor

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
NOVEMBER 18, 2019

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

PLEDGE OF ALLEGIANCE

Mayor Dennis Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Goodlett, second Council member Harlan, the agenda was approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

Director of Tourism Margaret Thigpen announced that the Wings over Dalton Georgia's website is up and also wanted to recognize that the city hosted the Georgia Smoke Divers the previous week. Thigpen stated amongst visiting our city and restaurants, 335 hotel rooms were booked to accommodate the divers and Trainers.

MINUTES

The Mayor and Council reviewed the Mayor and Council Work Session and Regular Meeting Minutes of November 4, 2019. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH KELLER OUTDOOR, INC. FOR THE BOTANY WOODS DRIVE LANDSCAPING PROJECT

The Mayor and Council reviewed the Contract for Services with Keller Outdoor, Inc. for the Botany Woods Drive Landscaping Project in the amount of \$25,724.00 to perform the re-vegetation of the newly reconstructed slope. On the motion of Council member Goodlett, second Council member Wood, the Mayor and Council approved the contract. Keller Outdoor was the low bidder. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH GRACIE GRAY CONTRACTORS, INC. FOR THE 2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS

The Mayor and Council reviewed the Contract for Services with Gracie Gray Contractors, Inc. for the 2019 Guardrail Project for Various Locations in the amount of \$251,904.08 to be paid for out of the 2007 SPLOST Funds. On the motion of Council member Wood, second Council member Goodlett, the contract was approved. A list of the locations are a part of these minutes. Gracie Gray was the low bidder. The vote was unanimous in favor.

PURCHASE ORDER - OLDCASTLE PRECAST BOX CULVERT MATERIALS - CROWN CREEK CROSSING PROJECT

The Mayor and Council reviewed a Purchase Order - Oldcastle Precast Box Culvert Materials - Crown Creek Crossing Project in the amount of \$60,500.00 for required materials needed for Public Works to complete the Crown Creek Crossing Project. On the motion of Council member Goodlett, second Council member Harlan, the purchase was approved. The vote was unanimous in favor.

AIRPORT EQUIPMENT MAINTENANCE CONTRACT WITH CHARLES M. ANGLEY  
D/B/A AERONAV MAINTENANCE FOR NAVIGATIONAL AIDS AT DALTON  
MUNICIPAL AIRPORT

The Mayor and Council reviewed Airport Equipment Maintenance Contract with Charles M. Angley d/b/a AeroNav Maintenance for Navigational Aids at Dalton Municipal Airport in the amount of \$19,800 per year for required maintenance on the navigational aids at the airport. On the motion of Council member Wood, second Council member Harlan, the purchase was approved. The vote was unanimous in favor.

ANNUAL UPDATE TO THE GDOT 5 YEAR CAPITAL IMPROVEMENT PLAN (CIP) FOR  
DALTON MUNICIPAL AIRPORT

The Mayor and Council reviewed Annual Update to the GDOT 5 year Capital Improvement Plan (CIP) for Dalton Municipal Airport. The Plan outlines future projects which federal, state and local funds will be requested at 90%, 5%, 5%, match respectively. A copy of this plan is a part of these minutes. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the annual update. The vote was unanimous in favor.

RESOLUTION 19-17 - ELECTION RESULTS CERTIFICATION

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council certified the following results from the November 5, 2019 Municipal Election:

FOR City Council Mayor:

Dennis Mock .....received 1392 votes.  
David Pennington III .....received 1405 votes.

FOR City Council Ward 1:

Derek Matthew Waugh .....received 2208 votes.

FOR City Council Ward 3:

Tyree Goodlett .....received 2164 votes.

FOR Dalton Board of Education (Fromm):

Jody McClurg .....received 2333 votes.

FOR Dalton Board of Education (Johnson):

John Tulley Johnson .....received 2218 votes.

FOR Dalton Board of Education (Perez):

Pablo Perez .....received 1752 votes.  
Samuel L. Sanders .....received 1684 votes.

RESOLUTION 19-17 - ELECTION RESULTS CERTIFICATION

Continued

Resolution 19-17 declares David Pennington III as duly elected Mayor, Derek M. Waugh as duly elected Councilmember Ward 1, and Tyree Goodlett as duly elected Councilmember Ward 3, of the City of Dalton and;

Jody McClurg, John T. Johnson, and Samuel L. Sanders as duly elected Dalton Board of Education Members.

The vote was unanimous in favor.

RESOLUTION 19-18 AUTHORIZING MEMBERSHIP IN GMA WORKER'S  
COMPENSATION SELF-INSURANCE FUND

The Mayor and Council reviewed Resolution 19-18 Authorizing Membership in GMA Worker's Compensation Self-Insurance Fund. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the move from the City's self-insured workers compensation program to the GMA plan effective January 1, 2020. The vote was unanimous in favor.

PARKS AND RECREATION SPONSORSHIP AGREEMENT WITH COCA-COLA  
BOTTLING COMPANY

The Mayor and Council reviewed the Parks and Recreation Sponsorship Agreement with Coca-Cola Bottling Company to provide and maintain equipment for their products. A copy of this agreement is a part of these minutes. On the motion of Council member Crews, second Council member Wood, the Mayor and Council approved the agreement. The vote was unanimous in favor.

RENEWAL OF LEASE WITH DALTON LITTLE THEATER

The Mayor and Council reviewed the revised Renewal of Lease with Dalton Little Theater in which DLT is responsible for all maintenance and repairs of the property and is required to maintain appropriate insurance. The renewal is for a five year term. On the motion of Council member Wood, second Council member Harlan, the lease was approved. The vote was unanimous in favor.

FIRST READING ORDINANCE 19-17 PERSONAL TRANSPORTATION VEHICLES

The Mayor and Council held a first reading for Ordinance 19-17 Personal Transportation Vehicles To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Traffic and Vehicles"; By Amending Article VI Captioned: "Fire Lanes" To Reserve Sections 114-408 Through 114-414; By The Amendment Of Article VII Captioned: "Personal Transportation Vehicles"; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

APPROVAL OF ENCROACHMENT AGREEMENT WITH NAIK PROPERTIES LLC 1301  
E. WALNUT AVE

The Mayor and Council reviewed the Encroachment Agreement with Naik Properties LLC 1301 E. Walnut Ave (Cox Spirits). On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved the agreement. The agreement will clear up encroachments on city property and on city utility easement. A copy of this agreement and map is a part of these minutes. The vote was unanimous in favor.

MISCELLANEOUS

Council member Annalee Harlan invited all to the DDDA Annual meeting November 19, 2019 at City Hall.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:10 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Dennis Mock, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-2-19

**Agenda Item:** Second Reading Ordinance 19-17 Personal Transportation Vehicles

**Department:** Administration; Public Works, Police Department

**Requested By:** Jason Parker

**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:**

Updating the ordinance to add additional streets; provision for shuttle service in the downtown central business district; updating the process for application of additional authorized streets.



## **ORDINANCE 19-17**

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: “Traffic and Vehicles”; By Amending Article VI Captioned: “Fire Lanes” To Reserve Sections 114-408 Through 114-414; By The Amendment Of Article VII Captioned: “Personal Transportation Vehicles”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

**BE IT ORDAINED** by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

### **Section 1.**

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by amending Article VI captioned: “Fire Lanes” by reserving Sections 114-408 through 114-414 for future use.

### **Section 2.**

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by adding a new Article VII captioned: “Personal Transportation Vehicles”, which shall read as follows:

## **ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES**

### **Sec. 114-415. –Findings and Intent**

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the City and under its jurisdiction can be authorized for use by operators of Personal Transportation Vehicles (“PTV”). This Article shall set forth the conditions for such use of a PTV.

This article is adopted to address the interest of public safety. Personal transportation vehicles ("PTV") and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads, and the City of Dalton in no way advocates their operation on the public roads within its jurisdiction. Adoption of this article is not to be relied upon as a determination by the City that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the City is merely addressing obvious safety issues. All persons who

operate or ride in personal transportation vehicles and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the City.

**Sec. 114-416. – Definitions.**

*Authorized street* means a public roadway of the City by whatever name (e.g. road, alley, avenue, street, boulevard, etc.) that:

- (1) Has a posted speed limit of 25 miles per hour or less; and,
- (2) Is not designated as part of either the state or federal highway system; and,
- (3) Is primarily a residential street; or is a street within the Central Business District (C-3 District); and,
- (4) Has been designated an authorized street by ordinance or resolution of the City council.

*Driver’s license* means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

*Proof of Insurance* means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

*Personal Transportation Vehicle* (“PTV”) means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as “motorized carts”. The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

*Shuttle Service* means the provision of PTV shuttle service to passengers free of charge to and from points within the C-3 District.

**Sec. 114-417. – PTV Required Equipment.**

All PTVs shall have the following required equipment in good operating order:

- (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- (2) A reverse warning device functional at all times when the directional control is in the reverse position;
- (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;
- (4) Head lamps;
- (5) Reflex reflectors;
- (6) Tail lamps;
- (7) A horn;
- (8) A rearview mirror;
- (9) Safety warning labels; and
- (10) Hip restraints and hand holds or a combination thereof.

**Sec. 114-418. – Operator of a PTV.**

Only persons sixteen (16) years of age or older and holding a valid driver's license may operate a PTV on the designated streets or portions thereof within the City.

**Sec. 114-419. – Insurance Required.**

- (1) The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.
- (2) The operator of a PTV shall maintain a minimum of \$25,000/\$50,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.
- (3) The operator of a PTV Shuttle Service shall maintain a minimum of \$100,000/\$300,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.

**Sec. 114-420. – Operation of a PTV.**

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads including the following:

- (1) It shall be unlawful to operate a PTV on any street within the City that is not an authorized street. This does not prohibit crossing an unauthorized street where the road being crossed has been properly designated as a "cart crossing" and proper signage and markings have been erected in accordance with the MUTCD.
- (2) All drivers of PTVs shall abide by all traffic regulations applicable to motor vehicle traffic when using authorized streets and parking areas of the City.
- (3) A PTV shall not be operated on the sidewalks at any time.
- (4) Multi-use paths approved for PTV use will be designated with appropriate signage; otherwise, PTV travel on multi-use paths is unauthorized.
- (5) The maximum occupancy of a PTV shall be one person per designated seat and at no time shall the maximum occupancy exceed eight persons

- (6) Every driver of a PTV shall be subject to all of the rules of the road and duties applicable to the driver of any other motor vehicle.
- (7) All drivers and passengers must remain seated at all times during operation of the PTV. No person shall sit on the driver's lap during operation of the PTV.
- (8) PTVs shall be in compliance with all required equipment and such equipment must be used in accordance with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.
- (9) PTVs shall not be operated at a speed greater than 25 miles per hour.
- (10) PTVs shall be operated during daylight hours unless such PTV is equipped with functional headlights and taillights.

**Sec. 114-421. – Operation of PTV Shuttle Service.**

The operator of a PTV Shuttle Service may only be provided by those entities which operate a licensed business, or own property, within the C-3 District or by such entity which has a written contractual business relationship with another entity which operates a business or owns property within the C-3 District. PTV Shuttle Service to passengers shall be free of charge.

The operation of a PTV Shuttle Service may be restricted as to certain days of the week and hours of the day which, as determined by the Chief of police and Director of public works of the City, are likely to provide the most safety to PTV occupants, and the safe and efficient interaction of PTVs and other motor vehicles operating within the C-3 District. Hours and Days of operation of PTVs shall be posted upon authorized streets.

**Sec. 114-422. – Registration and Affidavit of Owner; fee.**

The owner of a PTV must register the PTV with the City once every five (5) years. The fee for said registration shall be \$15.00 as provided for by O.C.G.A. §40-6-331(b). As part of the registration process, each owner shall be required to submit to an inspection of the PTV at the Police Services Center and sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner shall abide by all laws, ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof. Documentation of such registration must be kept on the PTV or carried by the person operating the PTV.

**Sec. 114-423. – Gasoline powered PTVs.**

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
  - i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
  - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.

(b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

**Sec. 114-424. – Violation of PTV Ordinance.**

(a) Any person who violates the terms of this Article shall be cited to appear before the Municipal Court of the City of Dalton and, upon conviction, shall be punished as provided in Section 114-425 (c).

(b) In addition to enforcing this Article and sanctions against the operator of a PTV, any violation of this Article shall be cited against the registered owner of the PTV as a separate offense.

(c) Violations of this Article shall be punished as follows:

(1) For the first offense, a fine not to exceed \$50.00.

(2) For the second offense within two years of conviction for a first offense, a fine not to exceed \$100.00.

(3) For the third offense within two years of conviction for a second offense, a fine not to exceed \$500.00. In addition, the registered owner's PTV City registration shall be revoked. In that event, the registered owner shall not be eligible to register a PTV for use in the City for a period of two years from the date of conviction of a third offense.

**Sec. 114-425. – Designation of Authorized Streets.**

(a) Residential streets authorized for the operation of PTVs include the following:

(1) Ryman Ridge Road.

(2) Martha's Bridge Road.

(3) Saint Ives Place.

(4) Wintergreen Court.

(5) Ella Lane.

(6) Maple Way.

(7) Kinnier Court.

(8) Huntington Road.

(9) Huntington Woods Way.

(10) Rena Lane.

(11) South Rena Lane.

(12) Broadview Terrace.

(13) Bedford Drive.

(14) Cameron.

(15) Canterbury.

(16) Chadwell.

- (17) Chatham.
- (18) Coventry.
- (19) Essex.
- (20) Hathaway.
- (21) Tolchester.
- (22) Wellington.
- (23) Wycliffe.

(b) PTV Shuttle Service is authorized within the C-3 Business District to include the following:

- (1) Hamilton Street.
- (2) Pentz Street.
- (3) Selvidge Street.
- (4) Depot Street.
- (5) South Depot Street.
- (6) King Street.
- (7) Crawford Street.
- (8) Gordon Street.
- (9) Cuyler Street.

(c) Waugh Street and Morris Street are NOT authorized for use of PTVs.

**Sec. 114-426. – Application to Add Authorized Streets.**

Applications to add authorized streets in residential areas shall be made in writing to the City Administrator of the City upon such forms as designated by the City. For residential streets located within an area represented by an active homeowners association (HOA), the application shall be submitted by the HOA president or other authorized individual on behalf of all residences. For residential streets located outside an active HOA area, the applicant shall be required to circulate a petition upon such forms designated by the City in support of authorizing PTVs on the applicable street(s) to the owners of property adjacent to the applicable street(s). To be eligible for review and approval by the City, said petition shall receive a minimum of seventy-five (75) percent approval by the owners of property adjacent to the applicable street(s).

**Section 2.**

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

**Section 3.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.**

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

ADOPTED AND APPROVED on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

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

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

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

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12-02-2019  
**Agenda Item:** 2019-2020 New & Renewed Licenses  
**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:**

Various 2019 - 2020 Alcohol & Pawnbrokers License approval recommendations by the Public Safety Commission on 11-26-19.

- (1) New 2019 - 2020 Alcohol Application
- (112) 2020 Alcohol License Renewals - No Changes
- (5) 2020 Alcohol License Renewals - With Changes
- (4) 2020 Pawnbroker License Renewals



2019 / 2020 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY NOVEMBER 26, 2019

M&C MONDAY DECEMBER 2, 2019

(1) 2019 / 2020 ALCOHOL APPLICATION

1. Business Owner: Renee Solis Torres  
d/b/a: Discoteque El Veneno  
Applicant: Renee Solis Torres  
Business Address: 600 MLK Jr. Blvd. Suite A  
Type: Pouring Beer  
Disposition: **New**

<b>(112) 2020 Alcohol Renewals - No Changes</b>				
	<b>DBA</b>	<b>LOC DESCRIPTION</b>	<b>Disposition</b>	<b>Meeting Dates</b>
1	ABC PACKAGE STORE	530 N GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
2	ACCESS FOOD MART	1128 S. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
3	AK TOBACCO OUTLET & GIFT	906 S THORNTON ST STE B	Renewal	PSC 11/26/19 -M&C 12/02/2019
4	ALDI #93	2210 E WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
5	ALONDRA'S #2	101 W WALNUT AVE SUITE 9	Renewal	PSC 11/26/19 -M&C 12/02/2019
6	ALONDRA'S MEXICAN RESTAURANT	314 N GLENWOOD AVE STE 1	Renewal	PSC 11/26/19 -M&C 12/02/2019
7	APPLEBEE'S NEIGHBORHOOD GRILL	1322 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
8	BAJA COOP	222 N. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
9	BP WALNUT AVE	1522 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
10	BUCKIN' BURRITO, THE	212 N HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
11	CACAO DOMINICAN RESTAURANT	702 5TH AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
12	CAFE OSTRO	240 N. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
13	CASA FRIDA	238 N. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
14	CHEF LIN	100 W WALNUT AVE 146	Renewal	PSC 11/26/19 -M&C 12/02/2019
15	CHEROKEE BREWING & PIZZA COMPANY	207 W. CUYLER ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
16	CHEVRON FOOD MART	100 N. OAKS DR.	Renewal	PSC 11/26/19 -M&C 12/02/2019
17	CHILI'S GRILL & BAR	881 COLLEGE DR	Renewal	PSC 11/26/19 -M&C 12/02/2019
18	CHOP SHOP OF DALTON, INC., THE	209 W. CUYLER ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
19	CIRCLE K #2723523	1010 E. WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
20	CIRCLE K #2723590	2214 E WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
21	CIRCLE K #2723604	1200 CLEVELAND HWY	Renewal	PSC 11/26/19 -M&C 12/02/2019
22	CITY LIQUOR	1215 N GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
23	COLD CREEK AT NORTH OAKS	101 N. OAKS DR SUITE 1	Renewal	PSC 11/26/19 -M&C 12/02/2019
24	CORNER EXPRESS	400 N. GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
25	COURTYARD DALTON	785 COLLEGE DR.	Renewal	PSC 11/26/19 -M&C 12/02/2019
26	CRESCENT CITY TAVERN	324 S. DEPOT ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
27	CVS/PHARMACY #5608	2501 EAST WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
28	DALTON BREWING COMPANY	112 W. KING ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
29	DALTON DISTILLERY	109 E MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
30	DALTON ELKS LODGE #1267	1212 ELKWOOD DR	Renewal	PSC 11/26/19 -M&C 12/02/2019
31	DALTON FOOD & TOBACCO	601 N GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
32	DALTON FOOD MART	2201 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
33	DALTON GOLF & COUNTRY CLUB	333 COUNTRY CLUB WAY	Renewal	PSC 11/26/19 -M&C 12/02/2019
34	DALTON GROCERY AND TOBACCO	1321 DUG GAP RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
35	DCA SPA RETREAT	1716 CLEVELEND HWY STE 200	Renewal	PSC 11/26/19 -M&C 12/02/2019
36	DELRAY FARMS	2518 E WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
37	DISTRICT 319	319 N. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
38	DOLLAR GENERAL STORE #10651	1004 RIVERBURCH PKWY	Renewal	PSC 11/26/19 -M&C 12/02/2019
39	DOSBROS	100 W. WALNUT AVE STE 74	Renewal	PSC 11/26/19 -M&C 12/02/2019
40	EL MILAGRO	608 MLK JR. BLVD	Renewal	PSC 11/26/19 -M&C 12/02/2019
41	EL RANCHERO MEXICAN RESTAURANT	1523 E. MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
42	EZ STOP	1524 E. MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
43	FARM GOLF CLUB	187 S GOOSE HILL RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
44	FIESTA MEXICANA #13	1525 CLEVELAND HWY STE 2	Renewal	PSC 11/26/19 -M&C 12/02/2019
45	FLAKO'S MEXICAN RESTAURANT	2311 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
46	FOOD CITY #211	1308 WEST WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
47	FOOD CITY #239	1287 N. GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
48	FORTUNE COOKIE	801 E. WALNUT AVE SUITE J	Renewal	PSC 11/26/19 -M&C 12/02/2019
49	FUJI JAPANESE STEAK, SEAFOOD & SUSHI HO	1321 W WALNUT AVE STE 1	Renewal	PSC 11/26/19 -M&C 12/02/2019
50	GIO'S MEXICAN GRILL	603 FLEMING ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
51	GONDOLIER PIZZA	1229 N GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
52	GONDOLIER PIZZA	900 S. THORNTON AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
53	GUADALAJARA OF DALTON	817 S. HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
54	H & R DALTON INC	1704 ABUTMENT RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
55	HAMILTON'S	243 N HAMILTON ST STE 5	Renewal	PSC 11/26/19 -M&C 12/02/2019

56	HILTON GARDEN INN	879 COLLEGE DR	Renewal	PSC 11/26/19 -M&C 12/02/2019
57	HOLMES LIQUOR	2205 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
58	JAX'S LIQUOR	1300 E MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
59	JJY LIQUOR STORE	101 W WALNUT AVE SUITE 13	Renewal	PSC 11/26/19 -M&C 12/02/2019
60	KROGER COMPANY #265	1205 CLEVELAND RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
61	KROGER STORE #458	1365 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
62	KUMO HIBACHI SUSHI	1277 N GLENWOOD AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
63	KWIK SERV #10	2210 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
64	LA DONA NIGHT CLUB	700 REDWINE ST STE 3,4,5	Renewal	PSC 11/26/19 -M&C 12/02/2019
65	LA ESQUINITA	1205 EAST MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
66	LA HIDALGUENSE	628 FIFTH AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
67	LA PROVIDENCIA UNDERWOOD	1300 UNDERWOOD ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
68	LA TIENDITA	700 REDWINE ST STE 2	Renewal	PSC 11/26/19 -M&C 12/02/2019
69	LAS CHIKAS BAR	600 MLK ST SUITE A	Renewal	PSC 11/26/19 -M&C 12/02/2019
70	LAS PALMAS MEXICAN RESTAURANT	1331 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
71	LOA BAKERY	737 RIVERBEND RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
72	LOGAN'S ROADHOUSE #427	811 WALNUT SQUARE BLVD	Renewal	PSC 11/26/19 -M&C 12/02/2019
73	LONGHORN STEAKS OF DALTON	1315 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
74	LOS PABLOS MEXICAN REST #2	2204 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
75	LOS PABLOS MEXICAN RESTAURANT	1513 W WALNUT AVE STE 5 & 6	Renewal	PSC 11/26/19 -M&C 12/02/2019
76	LOS REYES MEXICAN REST #6	1235 CLEVELAND HWY	Renewal	PSC 11/26/19 -M&C 12/02/2019
77	MAGANA'S LIQUOR	604 MLK JR BLVD	Renewal	PSC 11/26/19 -M&C 12/02/2019
78	MAPCO #3622	811 RIVERBEND RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
79	MARISCOS PUERTO VALLARTA	1205 S THORNTON AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
80	MAX FOOD MART	1246 N. THORNTON AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
81	MBF COMPANY	302 DAYTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
82	NATIVE	825 CHATTANOOGA AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
83	NIZZIE'S PACKAGE STORE	1902 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
84	NORTHWEST GA TRADE & CONV CTR AUTHORITY	2211 DUG GAP BATTLE RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
85	O'CHARLEY'S #229	1520 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
86	OUTBACK STEAKHOUSE #1128	955 MARKET ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
87	OYSTER PUB	930 MARKET ST STE# 12	Renewal	PSC 11/26/19 -M&C 12/02/2019
88	PIZZA HUT #012589	1505 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
89	PRODUCTOS FRESCOS DIAZ RUBEN #2	1100 S THORNTON AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
90	QUICK STOP	507 E MORRIS ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
91	RACETRAC #213	1907 CHATTANOOGA RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
92	RACETRAC #289	1511 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
93	RASPBERRY ROW	205 W CUYLER ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
94	RED LOBSTER #0782	901 W BRIDGE	Renewal	PSC 11/26/19 -M&C 12/02/2019
95	S & G MARKET	532 UNDERWOOD ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
96	SALON RIO GRANDE	514 COMMERCE DR	Renewal	PSC 11/26/19 -M&C 12/02/2019
97	SEASONS HIBACHI & SUSHI	785 SHUGART RD STE 9A	Renewal	PSC 11/26/19 -M&C 12/02/2019
98	SOL DE MAYO	825 CHATTANOOGA AVE STE 11	Renewal	PSC 11/26/19 -M&C 12/02/2019
99	SPINNING ROOM	825 CHATTANOOGA AVE STE 6	Renewal	PSC 11/26/19 -M&C 12/02/2019
100	SUNRISE MARKET #4	105 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
101	TIBBS CONVENIENCE STORE	813 N TIBBS RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
102	TIENDA EL KACAMA	616 4TH AVE SUITE 4-6	Renewal	PSC 11/26/19 -M&C 12/02/2019
103	TIJUANA'S MEXICAN RESTAURANT #1	328 S HAMILTON ST	Renewal	PSC 11/26/19 -M&C 12/02/2019
104	TOBACCO OUTLET	1339 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
105	VALLARTA TAQUERIA, INC	801 E WALNUT AVE STE C	Renewal	PSC 11/26/19 -M&C 12/02/2019
106	VIP LIQUORS	785 SHUGART RD STE 4	Renewal	PSC 11/26/19 -M&C 12/02/2019
107	WALGREENS #05954	1247 W. WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
108	WALGREENS #11994	2225 E. WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
109	WALGREENS #17232	1320 CLEVELAND HWY	Renewal	PSC 11/26/19 -M&C 12/02/2019
110	WALMART NEIGHBORHOOD MARKET #4528	98 W WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019
111	WAL-MART SUPERCENTER #5173	815 SHUGART RD	Renewal	PSC 11/26/19 -M&C 12/02/2019
112	WALNUT EXPRESS	2524 E WALNUT AVE	Renewal	PSC 11/26/19 -M&C 12/02/2019

**(5) 2020 Alcohol Renewals - With Changes**

	<b>DBA</b>	<b>Location</b>	<b>Disposition</b>	<b>Meeting Dates</b>
1	COX LIQUOR	1301 E WALNUT AVE	Ownership Change	PSC 11/26/19- M&C 12/02/19
2	CYRA'S OPEN RANGE & GARDEN	234 N. HAMILTON ST to 208 N. PENTZ ST	Location Change	PSC 11/26/19- M&C 12/02/20
3	DELTA EXPRESS #3513	324 N GLENWOOD AVE	Designated Agent Change	PSC 11/26/19- M&C 12/02/21
4	DOLLAR GENERAL STORE #2541	101 W. WALNUT AVE STE 1	Designated Agent Change	PSC 11/26/19- M&C 12/02/22
5	MAPCO #3615	2000 CHATTANOOGA RD	Designated Agent Change	PSC 11/26/19- M&C 12/02/24

**(4) 2020 Pawnbroker Renewals**

	<b>DBA</b>	<b>Location</b>	<b>Disposition</b>	<b>Meeting Dates</b>
1	AMERICAN PAWN BROKERS	322 S HAMILTON ST	Renewal	PSC 11/26/19- M&C 12/02/19
2	JACK'S PAWN SHOP	214 S HAMILTON STREET	Renewal	PSC 11/26/19- M&C 12/02/19
3	JEWELRY EXCHANGE, THE	1711 EAST WALNUT AVE	Renewal	PSC 11/26/19- M&C 12/02/19
4	VALUE PAWN & JEWELRY/EASY CASH SOLUTIONS	1100 E. WALNUT AVE BAYS 1,2,3	Renewal	PSC 11/26/19- M&C 12/02/19



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12/2/19  
**Agenda Item:** Agreement Academy Sports and Outdoors  
**Department:** Dalton Parks and Recreation  
**Requested By:** Mike Miller  
**Reviewed/Approved by City Attorney?** Yes/No  
**Cost:** \$0.00  
**Funding Source if Not in Budget** N/A

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

- This agreement is a continuation of the same contract DPRD has with Academy.
- Academy will provide \$5,000 each year

DPRD will:

- Recipient will place Academy banners on a minimum of seven (7) of the Recipient's fields.
- Recipient will distribute Academy marketing materials when and where applicable as mutually agreed. Content to be mutually agreed upon by the Parties.
- Recipient will place Academy logo in program guide and brochure in newspaper.
- Recipient will place Academy's logo and a link to Academy's e-commerce website (Academy.com) on Recipient's website.
- Minimum of two (2) scheduled league night events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy's agreement. Recipient must promote league nights on Recipient's website, social media channels, and any other means applicable to ensure turnout.
- Recipient will provide proof of performance to include number of participants and pictures of banners on Recipient's fields upon request.



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the City of Dalton Parks and Recreation Department (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Recipient effective as of 2/1/2020 (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until 2/2/2021. Academy shall have the right to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term. Recipient shall have the right to cancel said renewal by written notice to Academy within thirty (30) days of receipt of notice of the renewal.

Academy will provide the following to Recipient:

- \$5,000 payable pursuant to attached Sponsorship Rider

Recipient will provide the following sponsorship benefits to Academy:

- Recipient will place Academy banners on a minimum of seven (7) of the Recipient’s fields.
- Recipient will distribute Academy marketing materials when and where applicable as mutually agreed. Content to be mutually agreed upon by the Parties.
- Recipient will place Academy logo in program guide and brochure in newspaper.
- Recipient will place Academy’s logo and a link to Academy’s e-commerce website (Academy.com) on Recipient’s website.
- Minimum of two (2) scheduled league night events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy’s agreement. Recipient must promote league nights on Recipient’s website, social media channels, and any other means applicable to ensure turnout.
- Recipient will provide proof of performance to include number of participants and pictures of banners on Recipient’s fields upon request.

**Category Exclusivity:**

Academy shall receive category exclusivity. Recipient shall not solicit or accept advertising, promotions, or sponsorship from any sporting goods or outdoor retailer competing with Academy. ‘Sporting Goods or Outdoor Retailer’ shall mean any retailer that devotes at least 51% of their total in-store or online sales area to the sale of items similar to items sold by Academy. By way of example and not limited to the following, Sporting Good and Outdoor Retailer shall include Dick’s Sporting Goods, Inc., Scheels, Sportsman’s Warehouse, Bass Pro Shops, Recreational Equipment, Inc. (REI), Cabela’s Inc., Champs Sporting Goods, Gander Outdoors, Carter’s Country, Hibbett Sports, Kansas Sampler, and Rally House.

**Invoicing:**

- Recipient shall submit invoice for payment processing via email to:  
**Cody.Reid@academy.com**



This **SPONSORSHIP RIDER** (“Rider”) is entered into on 2/1/2020 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors** (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and City of Dalton Parks and Recreation Department (“Recipient”), a Georgia municipal corporation, located at 904 Civic Drive, Dalton, GA 30720. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”.

This Rider is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated 2/1/2020.

This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties’ sponsorship agreement, and that this Sponsorship Agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the “Agreement”).

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within sixty (60) days after Academy’s receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient may elect, at its own cost and expense, to procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Agreement, Statement of Work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
  - a. The party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
  - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Agreement; and
  - c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
4. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”) for the duration of the Term and only as set forth in the Summary. Each Party’s use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.
5. **INDEMNIFICATION.** None.
6. **LIMITATIONS AND WAIVERS**
  - 6.1 **DAMAGE LIMITATIONS.** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE

FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 **LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.

7. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
8. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
9. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
10. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
11. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
12. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF GEORGIA GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

[SIGNATURES ON NEXT PAGE.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date written above.

**ACADEMY**

ACADEMY, LTD., d/b/a  
ACADEMY SPORTS + OUTDOORS  
By: ACADEMY MANAGING CO., L.L.C.  
It's General Partner

**RECIPIENT**

City of Dalton  
Parks and Recreation Department

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-2-19

**Agenda Item:** Contract with KRH Architects for Design of John Davis Recreation Center and Feasibility Study for Aquatic Center

**Department:** Recreation

**Requested By:** Jason Parker

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

**Cost:** \$24,000 (Assessments/Studies); Architect Fees 6% of Actual Cost to Construct Recreation Center)

**Funding Source if Not in Budget** General Fund, Others

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

After in-depth assessment of the existing John Davis Recreation Center, it is recommended to construct a new facility within James Brown Park. The contract includes the phases of design and construction, plus an additional feasibility study for future consideration of a centrally located aquatic center.

Fees:

\$4,000 for the completed assessment of the existing facility  
\$20,000 for the aquatic center feasibility study  
Architect fees for new John Davis Recreation Center (6% of project cost, with current project cost estimate of \$9 million)

# AIA® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-fourth day of October in the year Two Thousand Nineteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Dalton  
300 West Waugh Street, Dalton, GA 30720

and the Architect:  
*(Name, legal status, address and other information)*

KRH Architects Inc.  
855 Abutment Road Suite 4  
Dalton, Ga. 30721

for the following Project:  
*(Name, location and detailed description)*

New Recreation Building

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

A new 46,000 square foot recreation center consisting of site work, two gymnasiums, two classrooms, one large meeting space with movable partitions, spaces for weight lifting and cardio, aerobics administration area and supporting spaces.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The new building will be placed on the east side of the existing James Brown Park property.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Aproximately \$9,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of Contract Documents 12/2019

.2 Construction commencement date:

2/2020

.3 Substantial Completion date or dates:

5/2021

.4 Other milestone dates:

Final Completion 6/2021

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Request for Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Dennis Mock  
300 West Waugh Street, Dalton, GA 30720

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Jason Parker, City Administrator, City of Dalton

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Lewis and Associates - Surveyor

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Kenneth R. Harless

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

William J. Peltier and Associates

.2 Mechanical Engineer:

Matheson - Ball and Associates Inc

.3 Electrical Engineer:

Tankersley Jackson & Associates Inc

§ 1.1.11.2 Consultants retained under Supplemental Services:



NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00 ) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect

§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

4.1.1.4 - An evaluation of the existing John Davis building by Architectural, Structural, Mechanical, Plumbing and Electrical Engineers for the purpose of determining the viability of its continued use. 4.1.1.5, 4.1.1.8, 4.1.1.9 & 4.1.1.10- site planning and design are included in our basic services. Interior finish selection and design are included in our basic services.

The Architect, along with its consultant, Bob McCallister, shall perform a feasibility for a new Aquatic Center including the following services:

**Initial Meeting and Site(s) Visit**

- Preliminary meeting(s) with City Officials and other interested partners involved with the project to determine goals and scope of the project



- Survey existing facilities and prospective park sites for the development

Phase I – Concept Design

- Develop a draft rendering with the facility’s components and features
- Study and submit report on the City’s various options for the Aquatic Center
- Develop an estimated construction budget based upon the concept rendering and current construction projects of similar facilities.
- Develop an estimated operational budget based upon the concept rendering
- Study of the demographics, economics of the community as well as existing aquatic facilities in surrounding communities
- Develop a proposed program plan, recommend a fee structure and provide an estimated program revenue projection
- Provide a Concept Rendering presentation board and PowerPoint presentation for public and official meetings

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( Weekly ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of



compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis  
*(Insert percentage value)*

Six (6.00 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

The Existing Facilities Survey is to be performed at \$800 per trade for a lump sum of \$4,000.  
The Aquatic Center Feasibility Study shall be performed for a lump sum fee of \$20,000.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Architect \$100/hr  
Project Manager \$85/hr

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Thirty	percent (	30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Architect	\$100
Project Manager	\$85
Engineer	\$100

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types

and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. Dated 5/17/2019

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

NA

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ NA ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ NA ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

**4** Other documents:  
(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Dennis Mock, Mayor  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

Kenneth R. Harless, President  
(Printed name, title, and license number, if required)

# **Additions and Deletions Report for AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:51:39 ET on 11/26/2019.

## **PAGE 1**

**AGREEMENT** made as of the Twenty-fourth day of October in the year Two Thousand Nineteen

...

City of Dalton  
300 West Waugh Street, Dalton, GA 30720

...

KRH Architects Inc.  
855 Abutment Road Suite 4  
Dalton, Ga. 30721

...

New Recreation Building

## **PAGE 2**

A new 46,000 square foot recreation center consisting of site work, two gymnasiums, two classrooms, one large meeting space with movable partitions, spaces for weight lifting and cardio, aerobics administration area and supporting spaces.

...

The new building will be placed on the east side of the existing James Brown Park property.

...

Aproximately \$9,000,000

## **PAGE 3**

Completion of Contract Documents 12/2019

...

2/2020

...

5/2021

...

Final Completion 6/2021

...

Request for Proposals

...

NA

...

Dennis Mock  
300 West Waugh Street, Dalton, GA 30720

...

Jason Parker, City Administrator, City of Dalton

...

TBD

**PAGE 4**

Lewis and Associates - Surveyor

...

Kenneth R. Harless

...

William J. Peltier and Associates

...

Matheson - Ball and Associates Inc

...

Tankersley Jackson & Associates Inc

PAGE 5

NA

...

NA

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00 ) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00 ) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00 ) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00 ) in the aggregate.

PAGE 11

§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>

PAGE 12

§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>

...

4.1.1.4 -

An evaluation of the existing John Davis building by Architectural, Structural, Mechanical, Plumbing and Electrical Engineers for the purpose of determining the viability of its continued use. 4.1.1.5, 4.1.1.8, 4.1.1.9 & 4.1.1.10- site planning and design are included in our basic services. Interior finish selection and design are included in our basic services.

The Architect, along with its consultant, Bob McCallister, shall perform a feasibility for a new Aquatic Center including the following services:

Initial Meeting and Site(s) Visit

- Preliminary meeting(s) with City Officials and other interested partners involved with the project to determine goals and scope of the project
- Survey existing facilities and prospective park sites for the development

Phase I – Concept Design

- Develop a draft rendering with the facility's components and features
- Study and submit report on the City's various options for the Aquatic Center
- Develop an estimated construction budget based upon the concept rendering and current construction projects of similar facilities.
- Develop an estimated operational budget based upon the concept rendering
- Study of the demographics, economics of the community as well as existing aquatic facilities in surrounding communities
- Develop a proposed program plan, recommend a fee structure and provide an estimated program revenue projection
- Provide a Concept Rendering presentation board and PowerPoint presentation for public and official meetings

**PAGE 13**

NA

**PAGE 14**

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 ( Weekly ) visits to the site by the Architect during construction

...

- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

...



§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[ X ] Litigation in a court of competent jurisdiction

PAGE 20

\$0

...

\$0

PAGE 21

Six (6.00 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

The Existing Facilities Survey is to be performed at \$800 per trade for a lump sum of \$4,000.  
The Aquatic Center Feasibility Study shall be performed for a lump sum fee of \$20,000.

...

Architect \$100/hr  
Project Manager \$85/hr

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00%), or as follows:

PAGE 22

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	)	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	)	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	)	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	)	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	)	%)

...

<u>Architect</u>	<u>\$100</u>
<u>Project Manager</u>	<u>\$85</u>
<u>Engineer</u>	<u>\$100</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

PAGE 23

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

...

Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. Dated 5/17/2019

...

NA

PAGE 24

[ NA ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ NA ] Other Exhibits incorporated into this Agreement:

...

NA

...

Dennis Mock, Mayor

Kenneth R. Harless, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:51:39 ET on 11/26/2019 under Order No. 1142373089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

KRH ARCHITECTS

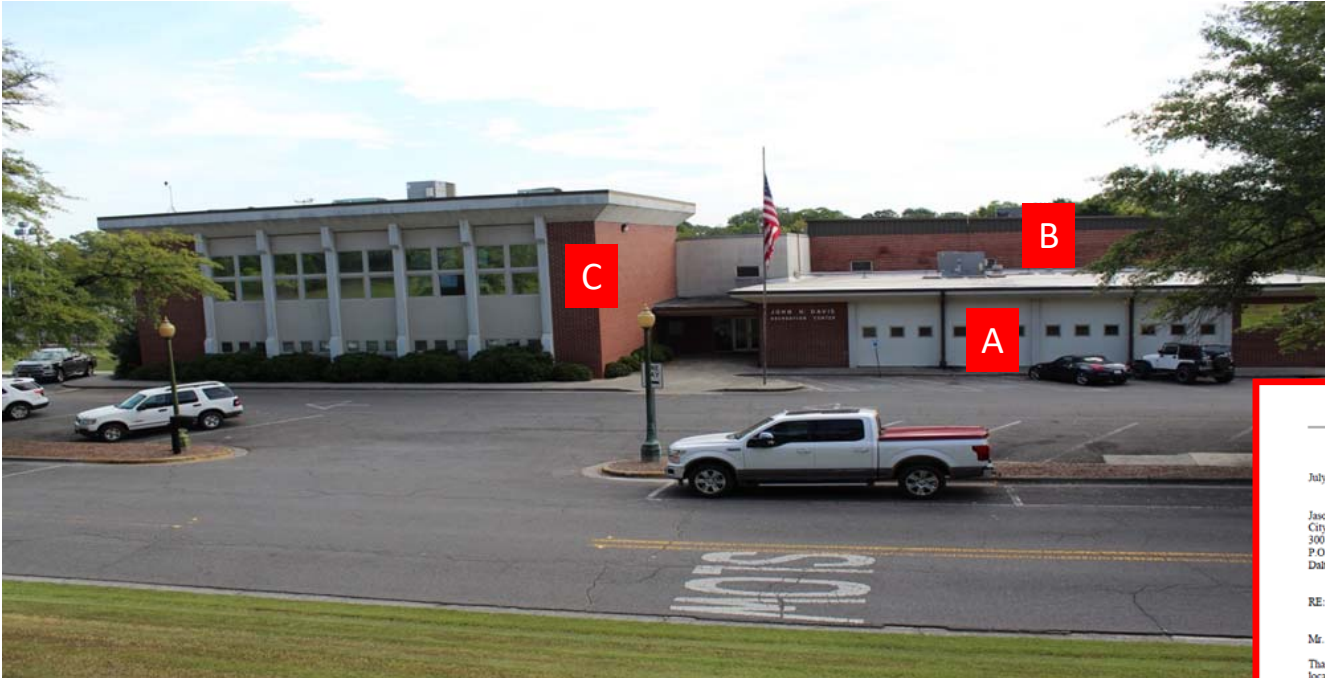


*... It starts in the Parks*

# Recommendations

- Approve Contract with KRH Architects for New John Davis Recreation Center
  - Feasibility Study for Aquatic Center (Aquatic Consultant, LLC)

	<b><u>PROPOSED TIMELINE (New Rec Center)</u></b>
Nov 18, 2019	Request approval of Mayor and Council for Contract for Services with Architect
December 2019	Completion of Construction Documents to City
Dec 2019	Issue Requests for Proposals to build new facility
Jan 20, 2020	Award Contract for Construction
Feb 28, 2020	Construction Commencement
May 31, 2021	Substantial Completion
Jun 30, 2021	Final Completion



KRH ARCHITECTS

July 12, 2019

Jason Parker  
 City Administrator - City of Dalton  
 300 W. Wauhatchee Street  
 P.O. Box 1205  
 Dalton, GA 30722

RE: John Davis Recreation Center: Architectural, Structural, Electrical & HVAC Report

Mr. Parker,

Thank you for the opportunity to assist you in the evaluation of the John Davis Recreation Center located at 904 Civic Drive in Dalton Georgia. It is our understanding that the City wishes to expand the program space that is currently housed in the facility. The purpose of this report is to share our observations and offer recommendations for the best solution to provide these additional spaces on the existing property known as the James Brown Park. This report includes those observations and recommendations along with reports from Structural, Mechanical and Electrical Engineers.

Attached to this document, please find the reports from the Structural, Mechanical and Electrical Engineers along with their observations and recommendations. The evaluation of the existing building structure has been provided by William J. Peltier of William J. Peltier and Associates, the mechanical and plumbing report has been provided by Jim Matheson of Matheson-Ball and Associates, and the evaluation of the electrical systems has been prepared by Paul Tankersley of Tankersley Jackson and Associates Inc.

A summary of the budget estimates is included at the end of this section.

**Purpose:**

The following observations were made to determine the long-term usefulness of the existing building to satisfy the current program needs. The observations and recommendation contained in this section cover the Architectural items such as the building envelope, life safety, ADA accessibility, square footage and other building codes as adopted by the State of Georgia and the City of Dalton for complete building renovations.

855 Abner Road • Suite 4 • Dalton, GA 30721 • (706) 529-5895

1986



STORAGE ROOM #1

STORAGE ROOM #2

1963

1957

EXTENTS OF PARTIAL SECOND-FLOOR LEVEL



- Building A
- Building B
- Building C

## Summary of Assessment:

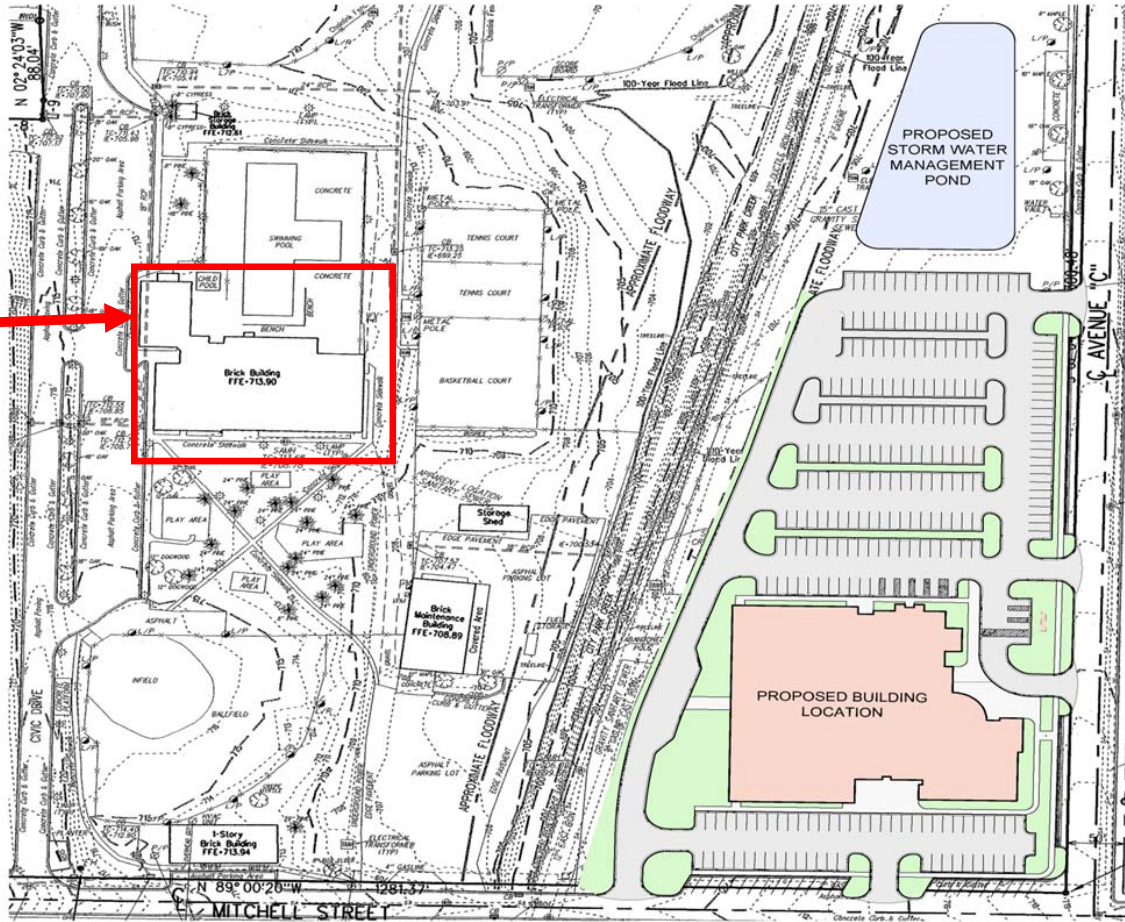
* <b>Budget Study 1:</b>	
* Demolition of Buildings built in 1957 and 1963	\$105,000
* Renovations of Building built in 1986 contingency	\$850,000 *plus
* Replacement of Playground	\$500,000
* New Construction	\$6,475,000
* Total for Building	\$7,930,000
* Additional Parking / Site work	<u>\$850,000</u>
* Construction Total	\$8,780,000
* <b>Budget Study 2:</b> New freestanding Recreation Center within James Brown Park.	
* Budget summary: Demolition of Buildings A, B&C	\$125,000
* New Construction	\$7,525,000
* Total for Building	\$7,650,000
* Additional Parking / Site work	<u>\$850,000</u>
* Construction Total	\$8,500,000



# Recommend Construction of New Facility

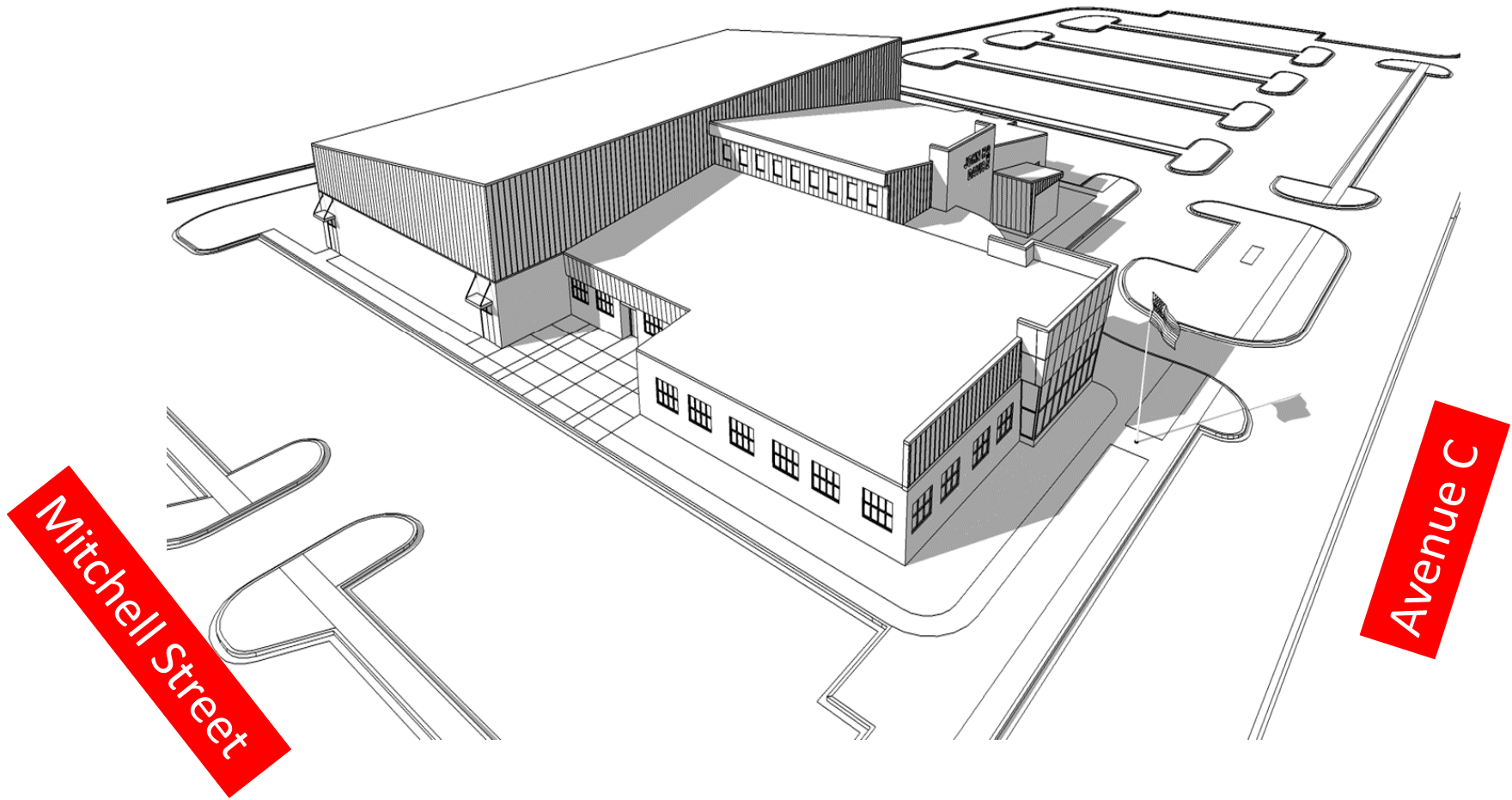
- Administration Office Space
- Multi-purpose meeting area with movable walls
- Public Restrooms
- 2 stand alone program rooms
- Cardio, Weights, and Aerobic areas
- 2 Multi-use Gyms with seating for 500+ each side
- Concessions
- Storage
- Foot Print of 46,000 square feet

Existing Facility



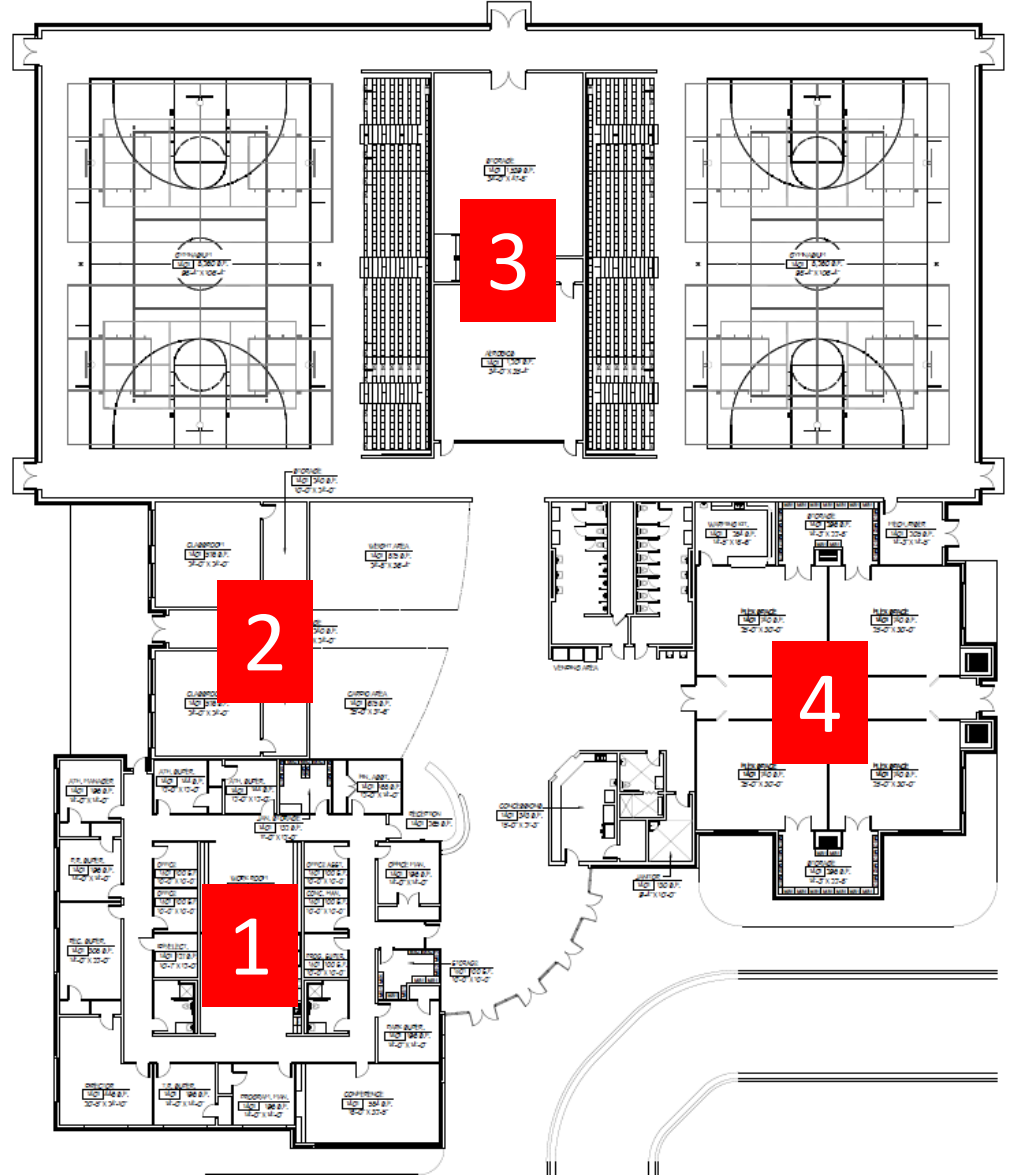
Avenue C

Mitchell Street



A New 46,000 sq. ft. Recreation Center

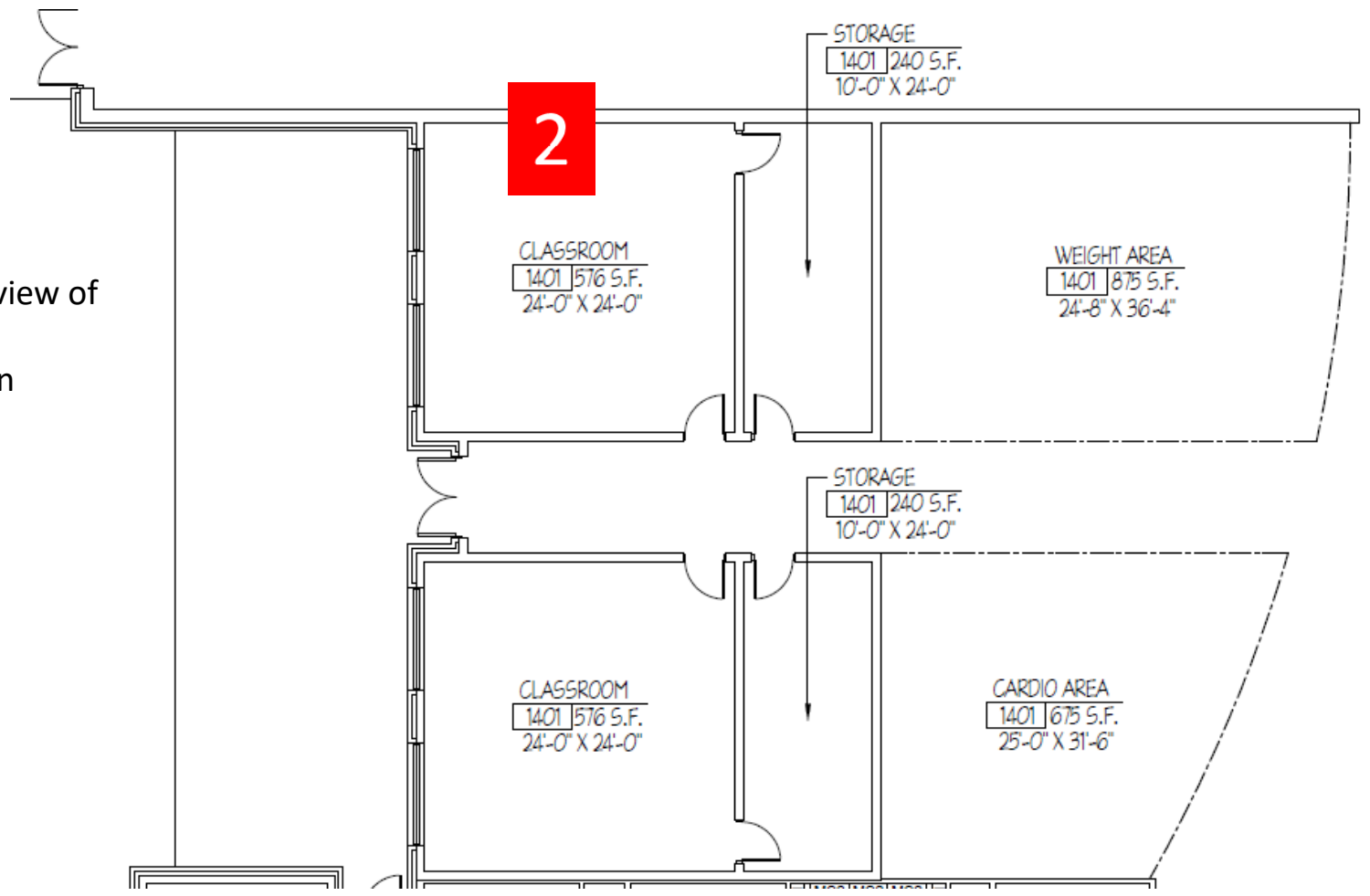
- Two gymnasiums; two classrooms
- One large meeting space with movable partitions
- Spaces for weight lifting, cardio, aerobics
- Administration area and supporting spaces
- One-story design promotes ease of ADA use; less expensive than 2<sup>nd</sup> story; no elevator needed
- 300-plus parking spaces allow parking near building



## Area 1

- Administrative Offices
- Reception Area/Front Desk
- Central Location



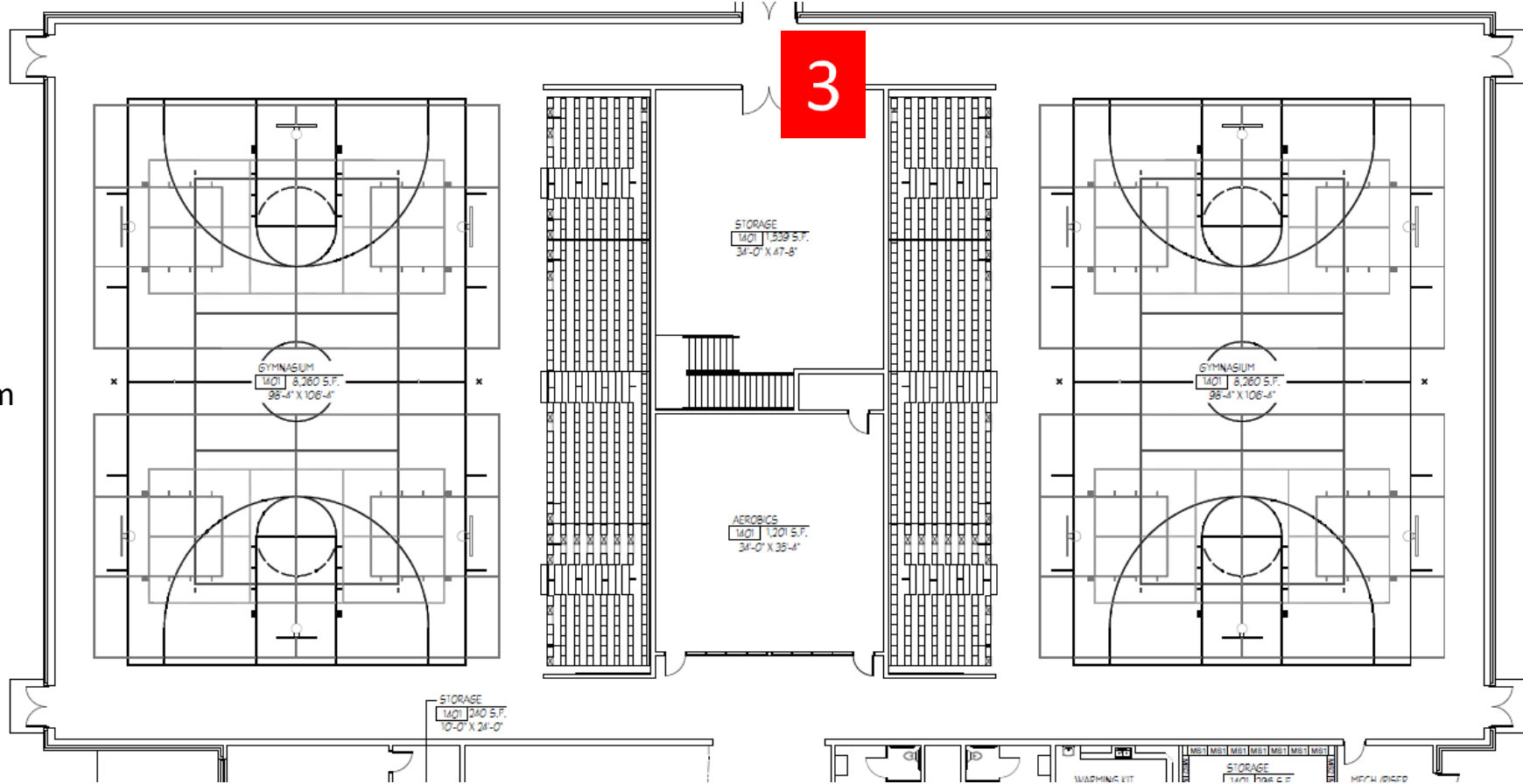


Area 2

- Classrooms
- Cardio and Weight Area in view of staff
- Storage areas for staff use in classrooms

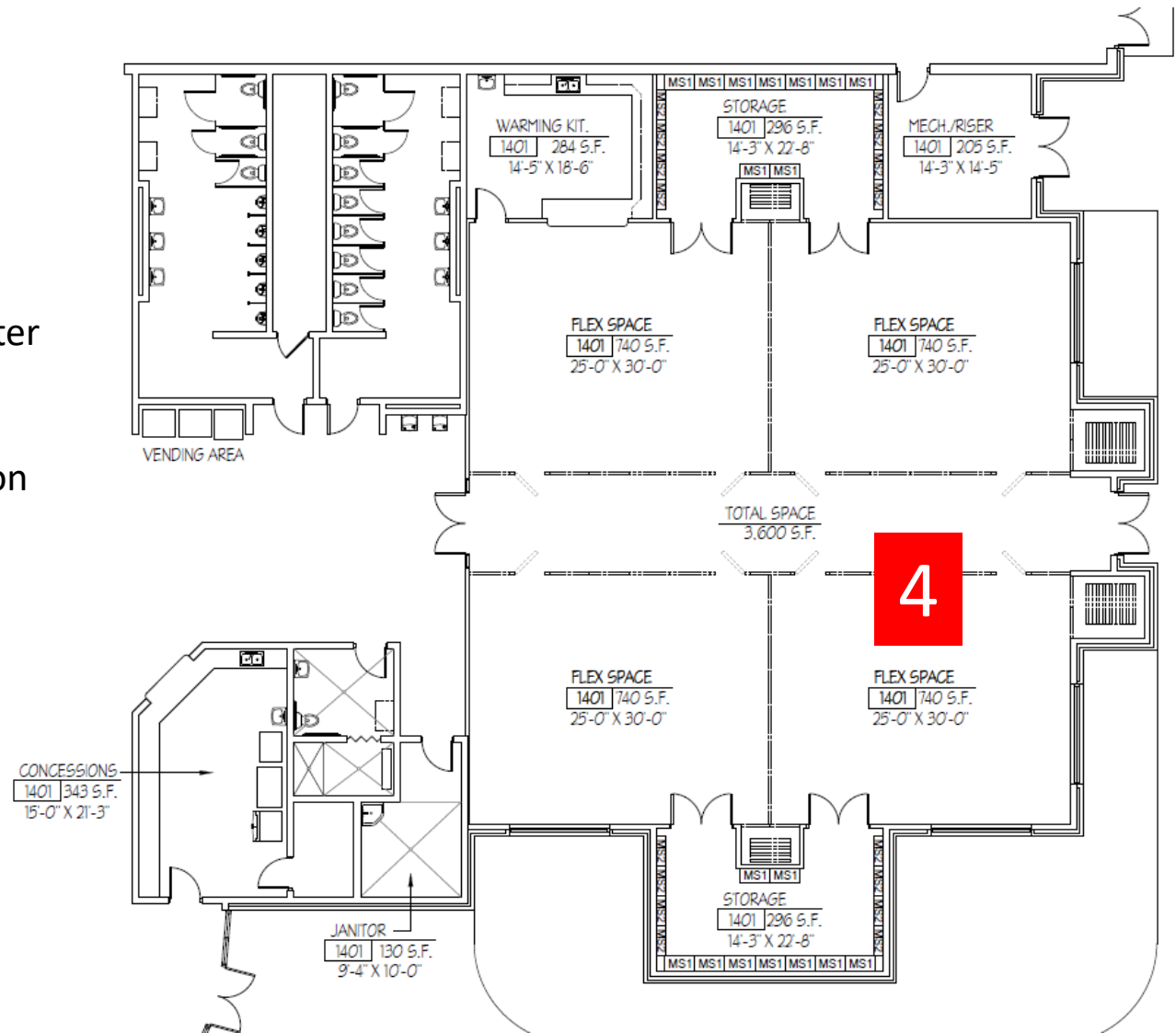
Area 3

- 2 Gyms
- Fixed Seating
- Storage
- Mechanical Room
- Walking track around gym area



## Area 4

- Flexible Meeting Space
- Very similar to Mack Gaston Center
- Rental income
- Storage for meeting space
- Warming kitchen similar to Gaston Center





KRH ARCHITECTS



*... It starts in the Parks*



**Bob McCallister**  
**Aquatic Consultant**

**Proposal**  
**KRH Architects – City of Dalton, Georgia**  
**Aquatic Consultant Services**  
**Aquatic Center Project**

The following proposal outlines the Aquatic Consultant Services working in partnership with KRH Architects. This is the process and steps that will lead the City of Dalton's administration through the building of a successful Aquatic Center facility. This process will enable the City to meet the community's financial and aquatic program goals. The Aquatic Consultant Services will span from the concept design through the opening of the facility.

**Aquatic Consultant Scope of Services**

Initial Meeting and Site(s) Visit

- Preliminary meeting(s) with City Officials and other interested partners involved with the project to determine goals and scope of the project
- Survey existing facilities and prospective park sites for the development
- Upon conclusion of the Initial Meeting the City will receive Phase I, II & III of the Aquatic Consultant's Scope of Services as described below

Phase I – Concept Design

- Develop a draft rendering with the facility's components and features
- Study and submit report on the City's various options for the Aquatic Center
- Develop an estimated construction budget based upon the concept rendering and current construction projects of similar facilities.
- Develop an estimated operational budget based upon the concept rendering
- Study of the demographics, economics of the community as well as existing aquatic facilities in surrounding communities



- Develop a proposed program plan, recommend a fee structure and provide an estimated program revenue projection
- Provide a Concept Rendering presentation board and PowerPoint presentation for public and official meetings

#### Phase II – Design Phase

- Aquatic Consultant will work with the architect and pool designers to develop the final concept rendering with footprint and features of the Aquatic Center for the City's approval and prior to the development of construction drawings.
- Aquatic Consultant will provide direction to the designers on behalf of the City's best interest for all pool equipment specifications and pool heating and air handling equipment specifications
- Aquatic Consultant will work with the Architect/Pool Design Team and City's Purchasing Department to develop a RFP for qualified General Contractors and Pool Builders Services

#### Phase III - Aquatic Facility Construction

- The Aquatic Consultant will continue to work with the Design Team through the construction documents and permitting of the project to assure consistency and direction of the project.
- The Aquatic Consultant will represent the City on a monthly basis for Owner/Contractor meetings and construction inspections during the construction phase through completion of the project to assure the quality and timely completion of the project.

-Continued-



**Consultant Fee**

Aquatic Consultant's fee for the Scope of Services outlined above is as follows.

Initial Accepted  
Services by Line Item

Initial Meeting and Site(s) Visit	Fee not to exceed: <u>\$ 1,500.00</u>	_____
Phase I – Concept Design	Fee not to exceed: <u>\$15,500.00</u>	_____
Phase II – Design Phase Note: Fee will be on an hourly basis with detailed description of work completed by date and will be submitted on a monthly invoice.	Fee not to exceed: <u>\$12,000.00</u>	_____
Phase III - Aquatic Facility Construction	Fee not to exceed: <u>\$12,000.00</u>	_____

Additional Aquatic Consultant Fees: Any additional services or fees beyond the scope of the services outlined in this document will be at the request of the City and be billed at an hourly fee of \$95/hour.

Fees will be billed on a monthly basis as the portions of services are completed.

Thank you for the opportunity to serve the City of Dalton and the community.

\_\_\_\_\_  
Accepted by Agent of City (KRH Architects)

\_\_\_\_\_  
Date

Return signed proposal to: Aquatic Consultant, Bob McCallister LLC

**Contact Information**

Aquatic Consultant, Bob McCallister LLC  
977 Bridgegate Drive  
Marietta, GA 30068

Email: [bobmccallister.aquatic@yahoo.com](mailto:bobmccallister.aquatic@yahoo.com)  
Phone: 678-485-5908

[www.bobmccallister.weebly.com](http://www.bobmccallister.weebly.com)

July 12, 2019

Jason Parker  
City Administrator - City of Dalton  
300 W. Waugh Street  
P.O. Box 1205  
Dalton, GA 30722

RE: John Davis Recreation Center: Architectural, Structural, Electrical & HVAC Report

Mr. Parker,

Thank you for the opportunity to assist you in the evaluation of the John Davis Recreation Center located at 904 Civic Drive in Dalton Georgia. It is our understanding that the City wishes to expand the program space that is currently housed in the facility. The purpose of this report is to share our observations and offer recommendations for the best solution to provide these additional spaces on the existing property known as the James Brown Park. This report includes those observations and recommendations along with reports from Structural, Mechanical and Electrical Engineers.

Attached to this document, please find the reports from the Structural, Mechanical and Electrical Engineers along with their observations and recommendations. The evaluation of the existing building structure has been provided by William J. Peltier of William J. Peltier and Associates, the mechanical and plumbing report has been provided by Jim Matheson of Matheson-Ball and Associates, and the evaluation of the electrical systems has been prepared by Paul Tankersley of Tankersley Jackson and Associates Inc.,.

A summary of the budget estimates is included at the end of this section.

**Purpose:**

The following observations were made to determine the long-term usefulness of the existing building to satisfy the current program needs. The observations and recommendation contained in this section cover the Architectural items such as the building envelope, life safety, ADA accessibility, square footage and other building codes as adopted by the State of Georgia and the City of Dalton for complete building renovations.

## **Current Program Needs:**

In order to determine the best solution for meeting the current needs of the Recreation Center, we met with members of the Dalton Parks and Recreation Department (DRPD). The following represents the needs identified in those discussions.

- Two Gymnasiums with fixed bleacher seating for 300-400 persons each
- Walking track around the gymnasiums
- Large meeting space to serve approximately 200 persons that can be sub divided into 4-6 spaces
- 12 office spaces to meet current needs with additional space to grow
- Recreation Commission Meeting Room – Seating for 20 minimum
- Office restrooms
- Kitchen/Breakroom off Meeting Rooms
- Computer Room
- Weightlifting / Cardio Room for 40 people
- Aerobics / Zumba Room for 40 people
- Concession Stand
- Large Toilet Banks with walk in plumbing chase
- Support Spaces
- Large Storage Areas
- Parking

A preliminary estimate of 43,000 square feet has been determined to meet these needs. All of these spaces are to be heated and cooled.

## **Evaluation of Existing Buildings:**

Per your request, our team visited the John Davis Recreation Center on May 29, 2019 and met with personnel from the City of Dalton and the Dalton Parks and Recreation Department.

It is our understanding that the existing facility was constructed in three phases. The first, built around 1957 (labeled as Building “A” on the attachment No.1). The spaces in this area include a large meeting room, a small meeting room, restrooms, storage closets and other electrical/mechanical spaces. Also constructed at this time are the pool locker rooms, pool equipment rooms and other storage spaces. The next portion of the facility was built in 1963 (Building “B”). This building includes a gymnasium, storage rooms and additional restrooms. The latest addition to the facility was constructed in 1986 (Building “C”). This building includes the main entrance, DPRD administration offices and a large meeting space on the second floor.

**Building A: 1957**

As with most buildings constructed during this time period, the building occupants relied on natural ventilation to provide comfort during the warmer months. The building's exterior envelope (walls, roof and concrete slab) were not designed to address the change in temperature and humidity between the interior and exterior of an air-conditioned building.

A building envelope that is constructed to meet current building codes will include barriers to keep air, water and water vapor from entering the occupied spaces. It also includes components to prevent condensation from being trapped within the wall cavity that can result in mold and damage to the building structure. This condensation results from hot humid air coming into contact with the cool surfaces within the wall cavity of an air-conditioned building. This is similar to what happens to a cold can or bottle if taken outside in the summer. A water resistive barrier must be included in the wall cavity to direct this moisture back to the exterior.

The absence of an air barrier can also allow hot humid air to enter the building and condensate on any cool surface within the building. This is usually most evident on air diffusers or other cool surfaces. We observed multiple stained ceiling tiles throughout the building. It is our understanding that the roof was replaced in the last two years so it is likely that these stains are a result of water condensing on ductwork and dripping onto the tile. (Please see Exhibit P1&P2).



Exhibit P1

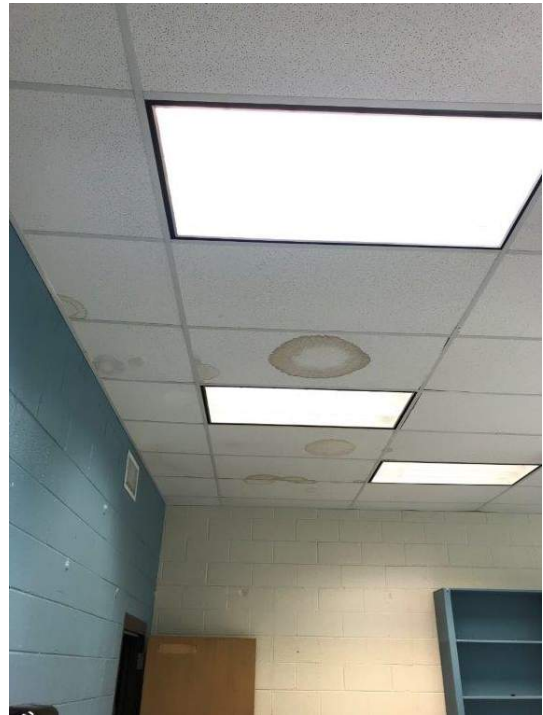


Exhibit P2

Based on our observations, the exterior walls of Building “A” do not include air, water or vapor barriers. Evidence of this can be seen in the on the interior surface of the concrete block walls. Paint is peeling from the surface of the walls due to condensation within the block. Also, per our discussions with maintenance personnel, we understand that the drywall has been replaced along many of these walls as a result of moisture issues. (Please see Exhibit P3&P4).



Exhibit P3



Exhibit P4

One of the most costly issues when renovating a building is complying with the current ADA standards. This building is accessed by the public and needs to be accessible to everyone. Currently, the restrooms do not meet the approach and/or clearance requirements of the code. Also, due to the age of the waste piping and fixtures, a complete replacement of the restrooms is recommended. (please reference the plumbing report). Other accessibility issues include door hardware, countertop heights and reach requirements for electrical devices. (Please see Exhibit P5,P6 & P7).



Exhibit P5



Exhibit P6

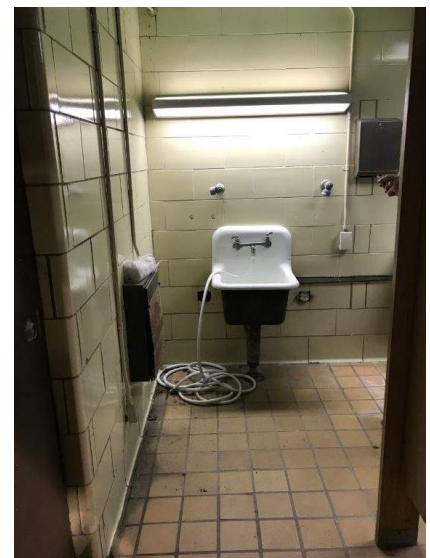


Exhibit P7



Building “A” also includes the pool locker rooms and equipment room. Significant moisture issues and termite damage was observed. It is our understanding that this area needs to be maintained until the pool is eventually replaced. Replacement of the roof structure and decking will be required in several areas. Please see the structural engineer’s report for further discussion. (Please see Exhibit P8, P9, P10 & P11).



Exhibit P8



Exhibit P9



Exhibit P10



Exhibit P11

The original construction of Building “A” did not include insulation in the walls and roof. Some insulation has been added to the exterior walls of the meeting rooms. This should help slow the transfer of heat energy in these spaces, however, some of the walls are not insulated. Also, the insulation placed on the ceiling tile is not allowed by code. New insulation will be required to meet the current requirements of the Energy Code. The window frames and glazing do not meet current requirements for shading and heat gain or thermal transfer. These will need to be replaced. (Please see Exhibit P12 & P13).



Exhibit P12



Exhibit P13

**Building B: 1963**

Much like Building “A”, the majority of Building “B” was not designed to receive air conditioning. The gymnasium is currently ventilated with fans and louvers. It is constructed with single width concrete masonry units, faced with brick. The mortar in the brick is failing in multiple areas. This is likely due to failure of the reinforcement in the walls. Further investigation will be required to determine the cause and repairs necessary. At a minimum, repointing of the masonry will be required. This building will also require new insulation, and an air, water, vapor barrier. (Please see Exhibit P14, P15, P16 & P17). Please refer to the Structural, Mechanical, plumbing and Electrical reports for additional information.

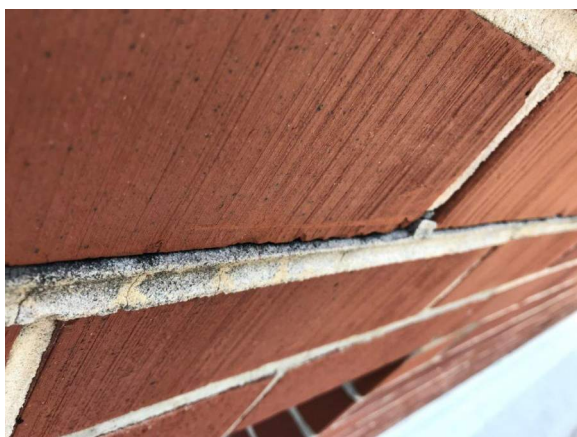


Exhibit P14

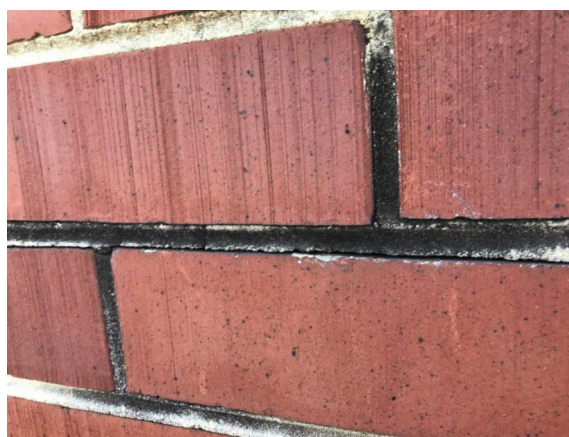


Exhibit P15



Exhibit P16



Exhibit P17

**Building C: 1986**

Building “C” is approximately 33 years old. It is in need of general renovations including finishes, lights, ceilings, door hardware, accessible restrooms, windows, and roofing. It is our understanding that flooding periodically occurs on the first floor. A curb has been poured to help address this issue however, the curb has restricted egress from one of the building exits. (Please see Exhibit P18 & P19).



Exhibit P18



Exhibit P19

**Conclusions and recommendations:**

**Buildings A&B**

Adding insulation and an air, water and vapor barrier to an existing building is difficult. There are ways to “patch” the building with coatings that require reapplication and maintenance, however, a long-term solution usually requires removal of significant portions of the building and installation of new wall / roof assemblies. Both Buildings A&B utilize loadbearing concrete masonry walls. These cannot be removed and replaced. Based on the observations included in the structural report, the wall reinforcement that ties the brick to the concrete block has failed over most of Building “B”. The best long-term fix is the complete removal and replacement of the brick. After removal of the brick, a vapor barrier could be applied to the exterior surface of the block. New brick ties could be installed along with rigid insulation prior to the installation of new brick. Due to the increased thickness of the wall, a new concrete brick ledge will likely be required along the building foundation. The replacement of the brick could continue around the perimeter of Building A. This work, along with the replacement of the roof, windows, door hardware, lighting, electrical, HVAC and complete renovations of the interior spaces will quickly approach the cost of new construction.

Programming issues: Gymnasium – The footprint of the existing gymnasium is not adequate to fulfill the new program needs. The goal of the new layout is to provide two gymnasiums placed back to back under one common roof with seating and a walking track. Maintaining the existing gym will not allow for seating or a common walking track. Also, the existing building is sandwiched between the pool to the north and the recently renovated playground to the south. The only area available for an addition of a new gymnasium is to the east. This area would be isolated from the existing building footprint.

**Building C**

The cost to completely renovate a typical building constructed after 1985 is approximately 65-75% of the cost of new construction. It is our understanding that the HVAC units have been replaced recently, however, the ductwork and controls would need to be reworked to meet the current program needs. This building could be renovated to include some of the program needs, however, the available space around this building does not allow for a good design solution to meet the remaining needs without the removal of the playground to the south.

**Cost / Budget Estimate:**

Please note: Even with substantial renovations, many of the original building components will remain in place and will continue to age over the life of the building. A renovated building will require more maintenance and more frequent renovations in the future. Also, unforeseen conditions are always encountered when renovating older buildings. Therefore, a minimum 10-15% contingency should be included in the budget. For the purpose of this budget, any of the existing buildings that remain will be brought up to new construction standards as closely as possible.

Based on our observations, we do not recommend the continued use of Buildings A&B. After speaking with a local contractor, the scope of work required to renovate these buildings would be very close to the cost of new construction. Also, the additional cost of the concealed or unknown conditions could increase the budget beyond the cost to replace the buildings.

**Budget Study 1:** Complete renovation of the existing Building “C” with additions to fulfill the program needs.

Due to site constraints, this study includes the removal and replacement of the recently renovated playground to the south. It is our understanding that the renovations alone cost approximately \$300,000. The replacement cost of this playground is estimated to be \$500,000.

Budget summary:	Demolition of Buildings A&B -	\$105,000
	Renovations of Building C -	\$850,000 *plus contingency
	Replacement of Playground-	\$500,000
	<u>New Construction-</u>	<u>\$6,475,000</u>
	Total for Building-	\$7,930,000
	 <u>Additional Parking / Sitework-</u>	 <u>\$850,000</u>
	Construction Total-	\$8,780,000

Please note: This approach would require temporary office space for those currently utilizing the existing building. A 14-16 month construction schedule should be expected.

**Budget Study 2: New freestanding Recreation Center within James Brown Park.**

Budget summary:	Demolition of Buildings A, B&C -	\$125,000
	<u>New Construction-</u>	<u>\$7,525,000</u>
	Total for Building-	\$7,650,000
	 <u>Additional Parking / Sitework-</u>	 <u>\$850,000</u>
	Construction Total-	\$8,500,000

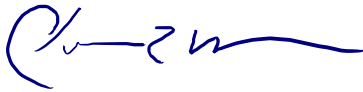
Please note: This budget does not include the replacement of the existing maintenance building or replacement of the adjacent playground. Careful study and site planning will be required to keep these functions intact in the final design.

This budget is intended to compare construction costs only. It does not include testing, surveys, furnishing, design fees or other costs that should be included in an overall project budget.

**These budget estimates should be considered preliminary at this time. A thorough site study, along with a schematic building design will be required to arrive at a more detailed budget.**

Again, thank you for the opportunity to work with you in evaluating the John Davis Recreation Building. We hope that you find this information beneficial. Please do not hesitate to contact us if you have any questions or need any additional information.

Respectfully submitted,



Kenneth R. Harless AIA  
Principal  
KRH Architects, Inc.

July 10, 2019

Mr. Kenneth Harless, AIA  
KRH Architects  
855 Abutment Rd.  
Suite 4  
Dalton, GA 30721

RE: Report of Structural Evaluation of Existing Building at 904 Civic Drive in Dalton, Georgia

Mr. Harless,

At the request of your office, William J. Peltier and Associates, Inc. (WJPA) has completed its structural evaluation of the existing structure located at 904 Civic Drive in Dalton, Georgia. It is our understanding that City of Dalton is evaluating the merits of renovating the existing buildings as compared to replacing the entire buildings.

Representatives from WJPA visited the project site on May 29, 2019. We arrived at the project site at approximately 10:00 AM and met with Mr. Harless and Mr. Josh Scott from KRH Architects. WJPA left the project site at approximately 12:00 PM. The purpose of this report is to summarize WJPA observation and the structural implications related to the potential renovation and expansion to the existing facilities.

The existing building consists of three (3) main structures: Building A, Building B, and Building C. Building A was the original building on the site and serves as lobby, assembly, restrooms and pool equipment rooms. It is our understanding that Building A was constructed circa 1957. Building B was an addition that was subsequently added to the Building A and was constructed circa 1963. Building B serves as gymnasium and equipment storage. Building C was the most recent addition to the building and was constructed circa 1986. Building C serves as office and assembly. Please see Figure 1 for more information.

#### Building A Structural Observations

Building A is one-story building and has a footprint of approximately 7,000 square feet (SF). Building A consists of load bearing concrete masonry unit (CMU) walls supporting timber roof framing. At the South end of the Building A, the roof framing consists of 20" deep glulam beams spaced at approximately 12'-0" on-center (OC) spanning North-to-South with approximately 3" timber decking. At the North end of the Building A (pool area), the roof framing consists of 10 ½" deep timber joists spaced at approximately 10'-0" OC spanning East-to-West with timber decking. The lateral system of the Building A is comprised of CMU load bearing walls. Please see Photograph A and B for representative photographs of the Building A.

WJPA observed several cracks on the CMU wall at the North end of Building A. Please see Photographs C-E for more information. WJPA also observed significant deflection and cracking on the timber decking. Considering the extent of the damage, it is likely that sections of the roof decking will need to be replaced. Please see Photographs F and G. WJPA noticed the door frame at the pool mechanical room was rusted. WJPA suspected the rust was caused by the exposure to water and caused the CMU wall to protrude out, as shown in Photograph E. WJPA also observed termite tubes hanging from the ceiling at several areas. Please see Photograph J for more information. WJPA did not observe any additional structural issues on Building A.



### Building B Structural Observations

Building B was an addition that was subsequently added to the Building A. Building B consists of two levels: first-floor and partial second-floor level. The first-floor square footage is approximately 8,400 SF and the partial second-floor footage is approximately 1,400 SF. In addition to this, Building B also has a storage area at the North end of the Building B that is approximately 800 SF.

Building B consists of load bearing CMU walls to support the second-floor framing and roof framing. The second-floor framing consists of 12" deep steel joist spaced at 24" OC spanning North-to-South with 9/16" metal decking and concrete topping. The roof framing above the gym area consists of 40" deep steel joist spaced at approximately 6'-8" OC spanning North-to-South with roof metal decking. The lateral system of Building B is comprised of CMU load bearing walls. Please see Photograph K for a representative photograph of the Building B.

The roof framing above storage area consists of two (2) different systems. The roof framing above storage room #1 located at East end of Building B consists of 10 ½" deep timber joist spaced at approximately 10'-0" OC with timber decking. The roof framing above storage room #2, located next to storage room #1, consists of covered joist with through bolted 2x wood members on both sides and timber decking. Please see Photographs L and M for representative photographs of the storage rooms.

WJPA observed vertical wall cracks on the CMU wall at storage room #1. WJPA also observed several horizontal cracks on brick veneer located at the East end and South end of Building B. WJPA suspected the horizontal cracks were caused by the expansion of the rusted steel shelf angle and steel wire reinforcing. Please see Photograph N to R for more information. WJPA did not observe any additional structural issues on Building B.

### Building C Structural Observations

Building C was the most recent addition to the building. Building C is two-story, approximately square in plan, and has a first-floor footprint of approximately 3,100 SF and a second-floor footprint of approximately 3,100 SF. In addition to this, Building C also has a "connector" building connecting the Building B second-floor level to the Building C second-floor level. The "connector" building has a first-floor footprint of approximately 500 SF and second-floor footprint of approximately 500 SF.

Building C consists of exterior and interior steel columns supporting the floor structure. The steel columns are generally spaced in an approximate 20'-0" x 16'-0" bay spacing. The floor framing consists of W12 steel girder spanning East-to-West and 10" deep joist spanning North-to-South with 9/16" metal decking and concrete topping. The interior girders are supported on top of the interior columns and the interior columns stop at the second floor. The roof framing consists of 26" deep steel joist spanning North-to-South and supported by exterior girder and columns. The lateral system of Building C was not observable to the naked eye. WJPA suspected the lateral system of the Building C is comprised of light gauge shear walls or structural steel braced frames. Please see Photographs S and T for representative photographs of the Building C.

WJPA did not observe any structural deficiencies in the existing building. WJPA is not generally concerned about the structural performance of this structure due to relatively young age of the structure.



Conclusion of Structural Observations

It is our understanding that certain portion of the Building A (pool area) may remain depending on the owner's decision to expand or rebuild the facilities. Should the owner choose to expand the facilities, WJPA recommend sealing all CMU cracks, replace the cracked timber decking as required, and repair cracked brick mortar joints. Due to the age of the building, any repair budget should allow for unforeseen contingencies that may be discovered during the repair.

The evaluations and observations contained in this report are limited to the field of structural engineering. Consideration in renovating the existing building may be limited by other non-structural factors, including (but not limited to) mechanical, plumbing, or electrical deficiencies.

Thank you for the opportunity to serve you on this project. Please do not hesitate to call our office with any questions or concerns.

Sincerely,

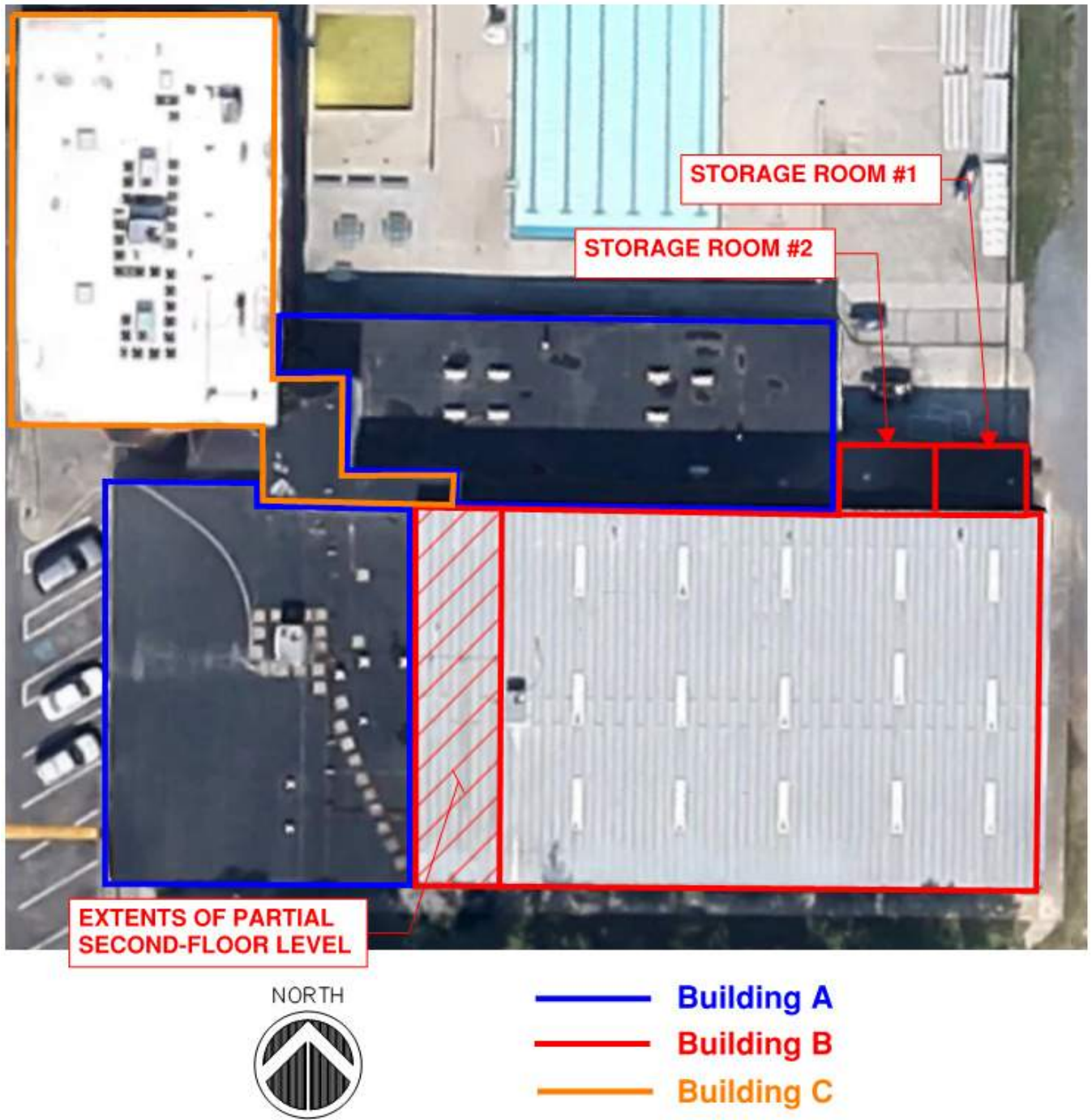
WILLIAM J. PELTIER AND ASSOCIATES, INC.

William (Bill) Peltier, PE, SE  
Principal  
William J. Peltier and Associates, Inc.

Arman Yosai, E.I.T.  
Structural Project Manager







**Figure 1:**  
Site Plan



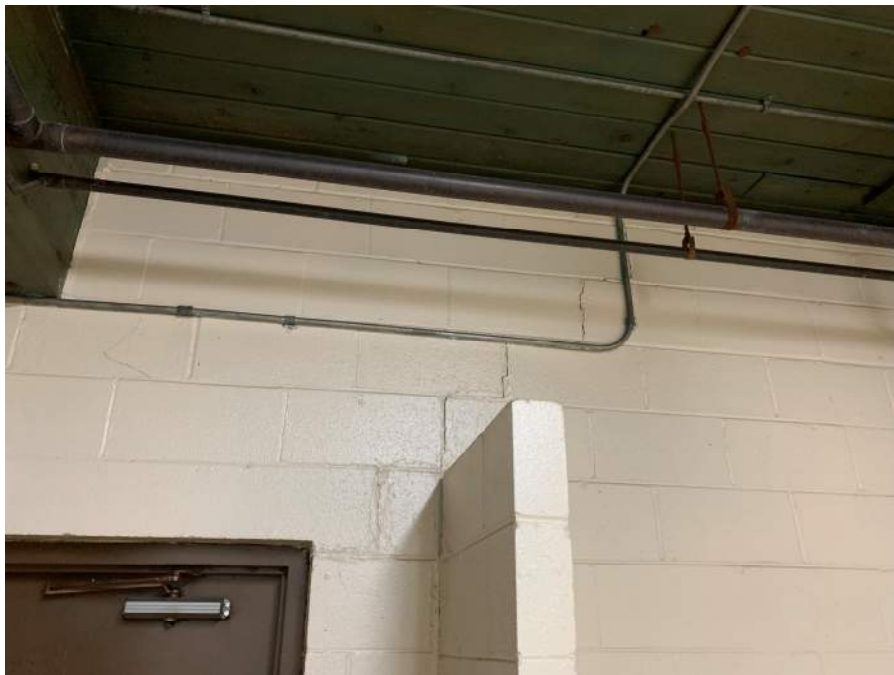
**Photograph A:**  
Building A (South End) Roof Framing (Looking South)



**Photograph B:**  
Building A Roof Framing Over Pool Area (Looking North)



**Photograph C:**  
Cracks on Building A Men's Restroom CMU Wall #1



**Photograph D:**  
Cracks on Building A Men's Restroom CMU Wall #2



**Photograph E:**  
Cracks on Building A Pool Mechanical Area (Looking North)



**Photograph F:**  
Cracks on Building A Men's Restroom Timber Decking



**Photograph G:**  
Significant Deflection on Building A Timber Decking Over Pool Mechanical Room (Looking South)



**Photograph H:**  
Building A Rusted Door Frame



**Photograph J:**  
Building A Termite Infestation



**Photograph K:**  
Building B Roof Framing Over Gym Area (Looking North)



**Photograph L:**  
Building B Roof Framing Over Storage Room #1 (Looking East)



**Photograph M:**  
Building B Roof Framing Over Storage Room #2 (Looking North)



**Photograph N:**  
Cracks on Storage Room #1 CMU Wall (Looking South)



**Photograph P:**  
Rusted Steel Shelf Angle (Looking West)





**Photograph Q:**  
Rusted Steel Wire Reinforcing (Looking North)



**Photograph R:**  
Cracks on Building B Brick Veneer (Looking North)



**Photograph S:**  
Building C Floor Framing



**Photograph T:**  
Building C Roof Framing

# BUILDING HVAC & PLUMBING SURVEY

John H. Davis Recreation Building  
Dalton, Georgia

SUBMITTED BY:

Matheson-Ball & Associates, Inc.

James E. Matheson, P.E.

July 9, 2019

## **EXECUTIVE SUMMARY**

A survey of the HVAC and Plumbing systems in the existing Office/Gymnasium building at 904 Civic Drive, Dalton, Georgia 30721 on May 29, 2019. The survey consisted of visual observation only. Equipment was not opened, and no tests were conducted.

### **HVAC**

The majority of air-conditioning equipment for the facility was manufactured in 2011 and is functional. However, large areas of the building, like the office areas, are served with single zone systems with only one thermostat. This results in a compromise with interior temperatures for different spaces served by the same unit.

The ventilation and heating systems for the gymnasium are old and in need of updating.

Several exhaust systems are provided for the toilet and storage areas of the building. These are old and in need of updating.

### **Plumbing**

The majority of plumbing fixtures and piping are original and in need of repair or replacement. The current plumbing fixtures outdated, do not conform to current water saving standards, and do not provide ADA access.

The condition of the existing underground sanitary piping is of particular concern, based upon conversations with the maintenance personnel.

The domestic water piping within the building is in fair condition with increasing repairs expected if remedial work is not performed.

# **BUILDING SURVEY & ANALYSIS**

## **HVAC & Plumbing**

**JAMES H. DAVIS RECREATION BUILDING**

**DALTON, GEORGIA**

### **Existing Conditions**

#### **HVAC**

##### **Administration Area:**

The administration area is a 2-story building, and is newest portion of the overall complex. The lower level contains the administration offices and is conditioned by a nominal 7.5 ton split system air-conditioner with roof mounted condensing unit. The interior fan-coil unit is located in a second floor mechanical room with ductwork extending down into the space above the ceiling of the first floor. A gas-fired duct heater provides the heating for this system and is located in the supply ductwork just below the roof deck. The entire administration area is controlled by a single thermostat, and does not provide for individual control of the perimeter office spaces. The equipment appears to have been manufactured in 2011.

The second floor contains a multipurpose room which is currently conditioned by a single nominal 12.5 ton gas/electric rooftop unit. This unit was manufactured in 2011.

Two abandoned single package all electric rooftop units still exist on the roof above the multi-purpose room. They originally conditioned the multi-purpose room, but they are no longer operative. They appear to be over 15 years in age.

##### **Original Building Area:**

The lower level contains a large assembly room used for assembly and dance. Support areas adjacent include a meeting room, kitchen, storage and toilet facilities. This area is conditioned by a single nominal 12.5 ton gas/electric rooftop unit manufactured in 2016. It is the most recent HVAC equipment installed on the site.

The upper level connecting corridor between the multi-purpose room and the second level of the gym is conditioned by a motel style unit located high in an exterior wall and discharging into to corridor. This unit was manufactured in 2001,

The second floor of the gymnasium building is conditioned by a single package gas/electric rooftop unit with a nominal capacity of 5 tons. The unit conditioned the entire floor and has only one thermostat for the 3 occupied spaces. This unit was manufactured in 2011.

##### **Gymnasium:**

The gymnasium is currently only heated and ventilated. No cooling is provided.

Heating for the gym is provided by 3 gas-fired unit heaters. Two of the units are much older than the third, and they are in poor condition with damaged cabinets and louvers. The third unit has been installed recently.

Ventilation is provided for the gym by two high wall mount propeller exhaust fans at the west end of the playing court and two large intake louver/damper assemblies mounted at the floor level along the exterior east end of the gym.

A small window type air-conditioning unit is also installed for the equipment storage area of the gymnasium. The back side of this unit is located in the pool equipment room.

Several gas-fired unit heaters are also installed for the locker/toilet/concession areas of the building.

Assorted roof mounted and in-lined exhaust fans are installed to ventilate the locker/storage/equipment rooms. Most are in poor condition.

Several electric wall mounted heaters are installed for the gym toilet areas.

### Plumbing

The vast majority of the plumbing fixtures appear to be original, or replaced many years ago. They are not the current low flow, water conservation design.

The overall condition of the plumbing systems is considered poor.

Several fixtures are currently inoperative, and many are in need of repair. All are in need of upgrade. They are old and difficult to maintain and clean.

Fixture locations and clearances do not comply with ADA standards.

The water heaters are in fair to poor condition.

Excessive water hammer is present within the building during low flow usage.

Conversations with the maintenance staff indicate that repair of underground sanitary piping is difficult due to the level of corrosion present for the buried piping.

Repairs to the current incoming water service were also needed recently due to repair underground piping.

### Analysis

#### HVAC

The majority of the current HVAC equipment is approximately 8 years old. While not at its end of life expectancy, the existing equipment lacks the ability to provide good comfort conditions due to the large areas of single control. The entire facility only has 4 main zones of control.

These zones of control are as follows:

- 1- Upper level Multi-purpose Room - Single room control is not a problem here, since the space is only one space.
- 2- Lower Level Administration Area – Multiple exterior offices are present with a large core area. A single thermostat in one office controls all the areas
- 3- Upper level gym offices – Three spaces are present with only one thermostat.
- 4- Lower level of original building – One thermostat is provided for exercise, meeting, toilet, kitchen and lobby areas.

The other two small single package A/C units installed for the upper level corridor and equipment storage room are in need of immediate replacement.

The gymnasium is not air-conditioned and the existing heating/ventilation equipment is in poor condition. Installation of roof equipment to condition the gym will be difficult due to the light construction of the structural components. The only unit currently on this roof is the nominal 5 ton unit for the upper level offices.

Assuming an estimated cooling requirement of 30 tons for this area, would mean the installation of six five ton rooftop units. Support for and access to these units would be questionable. Installation of pad mounted units may be required with exterior ductwork into the gym may need to be considered if cooling is desired.

Improvement of the building insulation values may also be required prior to cooling the existing building. Minimum insulation values are required by code and for operational energy efficiency. Vapor barriers for the exterior surfaces may also be needed to prevent condensation within the wall structure.

Improvements for proper ventilation/heating of the surrounding support areas is needed. The ventilation of the locker/toilets/equipment and concession areas are insufficient.

The concession area has numerous heat producing items, but there is no heat removal hoods or adequate exhaust fans.

None of the current rooftop units appear to contain a de-humidification mode of operation. When the exterior weather conditions have excessive humidity levels and moderate temperature, the building can experience elevated interior humidity conditions.

### Plumbing

The existing plumbing systems are in poor condition, from fixtures to piping. The components are either outdated or inoperative in many cases.

Of particular concern is the problems experienced with underground piping. Failure to address this condition may result in reoccurring loss of normal building operations while awaiting emergency repair measures.

An overall retro-fit is needed in conjunction with modifications for ADA compliance and general user operation.

### **Recommendations:**

#### HVAC:

The upper level multi-purpose area can remain as currently conditioned. The addition of automated controls with unoccupied setback features for energy savings should be considered.

The lower level administration offices should be retro-fitted with a new HVAC system providing individual controls for separate areas of occupancy. A variable refrigerant flow system (VRF) is recommended if budgeting allows. A new ventilation air unit for introduction of fresh air will be required with the use of a VRF system. The current equipment location and ductwork serving the lower level may be suitable for the ventilation system.

The existing nominal 7.5 ton split system serving the lower administration area may be re-purposed for cooling a portion of the existing gym or gym support areas.

The lower level lobby, assembly, meeting, and kitchen areas of the original building shall also be retrofitted with a VRF system for comfort and energy savings. The new 12.5 ton single package unit should be repurposed for conditioning portions of the existing gym and gym support areas.

The current upper gymnasium offices may remain as currently conditioned if limited use is anticipated, and moderate variances in space temperatures can be tolerated.

The upper level gym corridor and elevator lobby shall be conditioned with new ductless split system to replace the current thru-wall motel type unit.

The current concession area shall be provided with heat removal hoods and exhaust. The cooking activities in this area should be evaluated and equipment centralized where possible to reduce the needed ventilation measures.

The possible extent of cooling and conditioning for the gym and gym support areas is largely dependent upon the building insulation and vapor barriers measures which can be added to the building envelope.

In lieu of cooling to comfort conditions, tempering of the space may be possible, provided care is taken to keep indoor temperatures above the level where condensation is formed within building components. This is definitely not a desired course of action since the safe indoor temperatures vary with weather conditions and the relative humidity, and the occupants may attempt to operate the systems outside the safe range for immediate comfort gains. However, tempered conditions would typically be in the 80-85 degree range.

#### Plumbing

A full and complete replacement of the plumbing systems within the facility is warranted due to the current conditions observed. Modification of fixture types and locations are needed to comply with current standards and occupant needs.

An underground video inspection of all buried sanitary piping should be performed if retainage of the current piping is necessary.



## Photos



Original Multipurpose Rooftop Unit - Abandoned



Replacement Multipurpose Rooftop Unit



Condensing Unit for Administration Area



Upper Corridor Motel Style Unit



Upper Office Area Rooftop Unit



Typical Unit Heater for Gym



Gymnasium Ventilation Intake Louvers



Pool Equipment Area – Window Unit from Storage



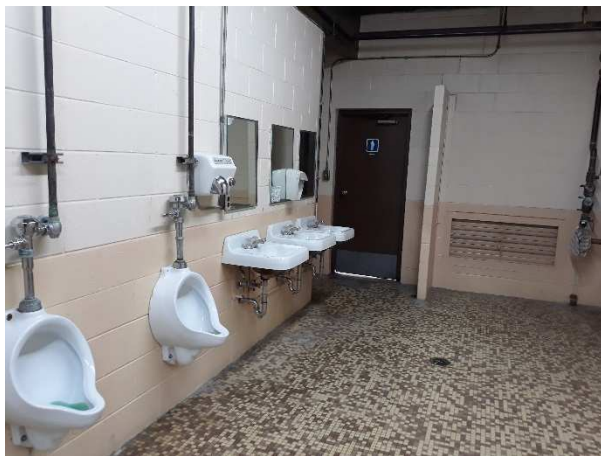
Rooftop Unit for Original Building



Concession Area



Typical Toilets – Original Building



Typical Toilets – Pool Locker Room



Lavatories – Pool Locker Room



Locker Room Piping indicating corrosion



Kitchen Area of Original Building



Workroom Sink



Pool Water Heater for Showers



Pool Heater



**BUILDING ELECTRICAL SURVEY**

**John H. Davis Recreation Building  
Dalton, Georgia**

**SUBMITTED BY:  
TANKERSLEY JACKSON & ASSOCIATES, INC.**

**July 10, 2019**

## EXECUTIVE SUMMARY

A survey of the electrical systems in the existing Office/Gymnasium building at 904 Civic Drive, Dalton, Georgia 30721 on May 29, 2019. The survey consisted of visual observation only. Equipment was not opened, and no tests were conducted.

The electrical systems in the building appear to be fully functional, and, with a few exceptions, adequate to serve the facility in its current use. Any substantial renovation/addition would most likely require the existing service and distribution to be replaced.

While the lighting systems are passable, they are outdated, and do not use current energy efficient technology. Several areas need additional emergency battery pack lighting for egress. There are also no lighting controls to meet current energy code requirements.

The building is not equipped with a building-wide fire detection and alarm system.

## OBSERVATIONS

### Electrical Distribution System

The electrical service to the building is 240Delta-volts, 3-phase 4 wire connection. The service enters the building in the main electrical storage room on the backside of the gym, terminating in a 1000-amp switchboard. The equipment is manufactured by ITE. The switchboard distributes power to 240-volt three phase three wire panels for HVAC equipment and elevator loads. It also distributes power to 240-volt single phase three wire panels for receptacle and lighting loads in the building. The switchboard is grounded to an exterior ground rod and to the closest water pipe. Switchboard should be grounded to the main incoming water line.

Panel “RCL2” (240-volt single phase three wire panel) and Panel “RCM2” (240-volt three phase three wire panel) are located on the second floor at the roof access room. Both panels are showing signs of rust on the panel covers and the distribution breakers. The panels are manufactured by ITE. The existing Water Heater, hoses and flexible conduit need to be reworked to maintain the required working space in front of the existing panels. There are several open junction boxes in this space with exposed wiring. Several conduit supports are broken and need to be replaced.

Panel “RCL1” (240-volt single phase three wire panel) and Panel “RCM1” (240-volt three phase three wire panel) are located on the first-floor storage room. The conduits run into Panel “RCM1” are showing signs of rust.

The break room has a range with exhaust hood in place. The hood does not have a fire suppression system and the range is not shunt trip protected. The light switch for this room is broken and needs to be replaced. The microwave outlet above the counter needs to be replaced with a GFI protected device.

The pool shower/toilets have exposed fluorescent (not waterproof) fixtures. The receptacles near the sinks are not GFI protected. These fixtures should be replaced to deter electrical shock hazards. Conduit in the shower areas have been damaged due to vandalism. Replace damage conduit that was used as “chin-up bars”.

The concession room has several receptacles near the sink that are not GFI protected. Recommend that all cooking circuits in this space be GFI protected.

The pool equipment room electrical distribution equipment and raceways are rusting and corroding due to the chemicals in this space. The electrical equipment is not rated for this condition. The electrical systems in this space need to be replaced.

There was exposed wire on the building exterior at the basketball court pole lights.

### Lighting System

The general light fixtures in the building are recessed fluorescent parabolic and lens type fixtures. Most fixtures are using the old T12 lamps.

Surface mounted strips are used in locker/storage with exposed ceiling areas.

The second-floor large meeting room uses surface mounted 2'x4' light fixtures. Several lamps were not working in these light fixtures.

The gymnasium is served from HID High Bay fixtures. Several of the existing ballast were "humming" possibly due to the fixture age.

Fluorescent lighting fixtures in the building have not been upgraded to energy efficient lamps.

Incandescent fixtures are used at the Gym exterior doors. Pole mounted "Acorn" type site fixtures are along the playground and front areas of the building.

Emergency lighting in the majority of the building is provided by battery packs with lamp heads. The quantity and locations of battery packs does not meet the requirements for minimal emergency egress lighting.

#### Low Voltage Systems

The gym has one pull station at an exit that is not operational. No working fire alarm system was found during this site visit. No smoke detectors were installed in the elevator lobbies.









## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12-2-19  
**Agenda Item:** SPLOST Committee Recommendations  
**Department:** 2020 SPLOST Committee  
**Requested By:** Chris Shiflett  
**Reviewed/Approved by City Attorney?** No  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

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

Letter of Recommendations from SPLOST Committee.



To: Dalton Mayor and Council

On behalf of the SPLOST Citizen Advisory Committee, I am pleased to submit a list of proposed projects to be placed on the May, 2020 primary ballot for consideration by the voters of Dalton, Whitfield County, Varnell, Tunnel Hill and Cohutta.

Our committee of 17 individuals met diligently each week for 15 weeks to review and debate projects proposed by the local governments as well as local organizations and individuals. All our meetings were open to the public; covered by the press, and lived streamed on the Whitfield County website.

In reviewing each proposed project, we were guided in our thinking by these questions:

- Is this truly a special purpose and not an operating expense that should be covered by the local government's maintenance and operations budget? Another way to frame this question would be is this a capital expense or is it a recurring expense?
- Is this a project that would benefit the majority of citizens?
- Is this a project that would be acceptable to the majority of residents?
- Is this a project that will leverage other funding via grants or other appropriations?

We believe our process has been fair and open, and we have worked hard to ensure that every voice has been heard. While we each have our different interests and opinions, we are unified in our commitment to our community and to our governments operating in an efficient and open manner.

Based on our review and discussions, we recommend the Whitfield County Board of Commissioners, the City of Dalton mayor and council, and the mayors and councils of Varnell, Tunnel Hill, and Cohutta call for a one cent Special Purpose Local Option Sales Tax vote on the May 2020 Primary Election ballot. The SPLOST would be in place for four years with anticipated revenue projected to be approximately \$66 million.

We further recommend that the local governments allocate \$6,850,000 of SPLOST collections for Tier One projects including renovation and repair to the Whitfield County courthouse as well as security system replacement and controls for the Community Correctional Center. Tier One projects serve all the residents of a county and its municipalities and funding comes "off the top" of SPLOST revenue collected. As provided by statute, Tier One projects are limited to county government buildings, jails, and health departments.

With the remaining SPLOST revenue, we recommend:

- City of Dalton, projected to receive 32.29% of SPLOST revenue, to fund the following:
  - \$425,000 for renovations and a bus for the Dalton-Whitfield Senior Center;
  - \$11,175,000 to the Dalton Parks and Recreation Department for the construction of the John Davis Recreation Center and development of ball fields at Heritage Point Park;
  - \$2,612,000 to Dalton Fire Department for the purchase of a ladder truck and two pumper trucks;
  - \$735,000 to Dalton Police Department for the replacement of patrol cars and \$1,621,000 for the construction of a property and evidence building;
  - \$2,000,000 to the Dalton Public Works Department for bridges and resurfacing of public roads, and \$531,000 for the purchase of equipment;

We strongly believe it is the duty of our county commissioners and city council members to be good stewards of the public funds entrusted to them and to operate our local governments efficiently and responsibly. Routine operating expenses such as replacement of patrol cars and paving of public roads must be covered in maintenance and operations budgets; they are standard expenses associated with running a county or city government.

SPLOST can be a valuable tool for generating revenue to cover those community projects that are truly special purpose. SPLOST provides a mechanism to shift the burden away from property tax owners to a broader base that includes those who do not live in our community but spend money within our borders. Our recommendations include those projects we have deemed to be truly special purpose

In the future, we would encourage the city and county to seek citizen input on matters related to SPLOST, and as a committee we have suggestions for any future group on processes for systematic review.

We are most appreciative to city and county administrators (particularly Whitfield County Administrator Mark Gibson who was with us every step of the way and Jason Parker) and department heads for their assistance and earnest stewardship of their areas of responsibility.

We have endeavored to create a SPLOST list of projects that we believe can be acceptable to the people of Whitfield County, Dalton, Varnell, Tunnel Hill, and Cohutta, and we encourage our elected officials and voters to give our recommendations their most serious consideration. In the end, we all want our community to thrive and our governments to be held accountable. We can work together to achieve both.

Thank you for the opportunity to serve in this advisory capacity.

Chris & team