



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 16, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:30 P.M. – 2ND FLOOR CONFERENCE ROOM

1. Executive Session - Potential Litigation

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

Call to Order

Pledge of Allegiance

Approval of Agenda

Announcements:

1. Statement of Mayor and Council of Dalton Urging Preventive Measures to Slow the Spread of Coronavirus - COVID-19

Public Commentary: *(Please Complete Public Commentary Card Prior to Speaking)*

Proclamation:

2. "Small Business Saturday" - November 28, 2020 - Audrey Batts, DDDA

Minutes:

3. Mayor and Council Minutes of November 2, 2020

New Business:

4. Public Hearing - Proposed amendment to the City of Dalton 2015 Redevelopment Plan to create Tax Allocation District #4.
5. First Reading - Ordinance 20-16
Updating Chapter 6 Alcohol Beverage Codes To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

- [6.](#) Airport Federal and State CIP Update for 2021-2026
- [7.](#) Letter of Intent for Airport Land Lease
- [8.](#) Resolution 20-27 Authorizing Acceptance of Vehicle Donation for the Airport
- [9.](#) Contract for Services with Spartan Management, LLC. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton
- [10.](#) Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton
- [11.](#) Contract with Leonard Brothers for Construction of Restrooms at Brookwood Park
- [12.](#) Approval of Bid with Pyrotecnico for July 4th Fireworks Display
- [13.](#) Lease Agreement with TEG Enterprises, Inc. for Storage Space – 305 South Depot Street
- [14.](#) Professional Services Agreement for City Attorney Services with G. Gargandi Vaughn
- [15.](#) Supplemental Series 2020 Bond Ordinance – Dalton Utilities

Supplemental Business

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Statement of Dalton Mayor and Council - Masks

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

A statement read by Mayor Pennington on behalf of Mayor and Council emphasizing the health concerns of COVID-19, and the important safety measure of wearing masks as one form of prevention of the spread of the virus.

BRUCE FRAZIER
COMMUNICATIONS DIRECTOR
P.O. BOX 1205
DALTON, GEORGIA 30722
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bfrazier@daltonga.gov
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MAYOR
DAVID PENNINGTON

CITY COUNCIL
DEREK WAUGH
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

For Immediate Release
November 16th, 2020

STATEMENT OF THE CITY OF DALTON MAYOR AND COUNCIL

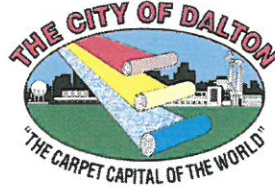
It is very important that the people of Dalton and the greater northwest Georgia region realize that the COVID-19 pandemic is not over. We all still need to take steps to protect ourselves and others from the virus. Those actions include, but are not limited to, wearing masks or facial coverings over the nose and mouth when in public places, keeping a minimum safe distance of six feet from other people, avoiding large gatherings, and frequently washing hands and sanitizing surfaces.

In late August, this council debated enacting a mask mandate for the City of Dalton. Our discussion determined that the confines of Governor Kemp's executive order allowing local governments to take such action – namely the numerous exceptions that would prevent those measures from being enforced – defeated the purpose of such an order. Instead, we strongly encouraged the people of Dalton to wear masks when in public and to maintain their social distance. We're underlining that again tonight – it is very important for public health to wear masks. We did enact a mask mandate for visitors to all city buildings and facilities, and we continue to uphold that order. And local businesses can require the use of masks on their premises and we will uphold those requirements as well.

We are seeing signs of a resurgence of the virus in our area. We recently received a report on virus testing in our area from the DEO clinic that indicated high positive rate in our community. Whitfield County is currently one of only three red counties on the state department of health's COVID tracking map with nearly 800 new cases in the past two weeks. We're seeing serious illnesses in our area as a result, with hospitalizations and ICU admissions. This is not a time to let our guard down. This council is getting regular updates on the situation from local and state public health officials and we will take action if necessary. We do not want to see Dalton, Whitfield County, or the State of Georgia ending up back in a situation where lockdowns are again necessary to stop the virus. The impact on the local and regional economy would be devastating. We're monitoring the situation daily.

So, please, we urge the people of Dalton to take this seriously and wear your masks and keep your social distancing up. This isn't a political issue – it's about public health and keeping our economic recovery going.

PROCLAMATION



"SMALL BUSINESS SATURDAY"
NOVEMBER 28, 2020



WHEREAS, the City of Dalton celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 31.7 million small businesses in the United States that employ 47.1% of the employees in the private sector; and

WHEREAS, small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business and it would be most helpful to their business to have their "regulars" return and start making purchases again; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season, and

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

NOW, THEREFORE BE IT REOLVED, I, David Pennington, Mayor of the City of Dalton, Georgia hereby proclaim **November 28, 2020**, as **"SMALL BUSINESS SATURDAY"** and urge our citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

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

Mayor

Date

November 2, 2020

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 2, 2020

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

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the November 2, 2020 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

Dr. Pablo Perez addressed the Mayor and Council about the Covid 19 Pandemic awareness and the current state of Whitfield County stating the situation is dire and asked everyone to wear a mask.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of October 19, 2020. On the motion of Council member Harlan, second Council member Woods, the minutes were approved. The vote was unanimous in favor.

2020 ALCOHOL BEVERAGE APPLICATIONS

The Mayor and Council reviewed the following (2) New 2020 Alcohol Beverage Applications:

Business Owner: God is Good, LLC
d/b/a: Tequila's Liquor
Applicant: Juan Carlos Jimenez
Business Address: 312 N. Glenwood Ave
Type: Package Beer, Package Wine, Package Liquor
Disposition: New

Business Owner: Logan's Roadhouse II, LLC
d/b/a: Logan's Roadhouse #427
Applicant: Audrea Mills
Business Address: 811 Walnut Square Blvd
Type: Pouring Beer, Pouring Wine, Pouring Liquor
Disposition: New

On the motion of Council member Harlan, second Council member Crews, the applications were approved. The vote was unanimous in favor.

SPECTRA CONTRACT FLOORING – CARPET AND TILE CLEANING AGREEMENTS
FOR THE PUBLIC WORKS ADMINISTRATION BUILDING

Public Works Director Andrew Parker presented the renewal agreement for Carpet and Tile Cleaning for the Public Works Administration Building from Spectra Contract Flooring. A. Parker stated the contract is \$5562.25 annually. On the motion of Council member Goodlett, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

PROFESSIONAL SERVICES AGREEMENT WITH CHASTAIN & ASSOCIATES

Public Works Director Andrew Parker presented the Professional Services Agreement with Chastain & Associates for Surveys of Ridge Street and Glenwood Avenue. A. Parker stated these surveys are needed to facilitate detailed drainage analysis in these locations. A. Parker additionally stated that the cost is \$24,500.00 to be paid from the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

RESOLUTION 20-22 AUTHORIZING THE PURCHASE OF REAL PROPERTY BEING
LOTS 20, 21, AND 22 OF STONEWOOD CHASE SUBDIVISION

Public Works Director Andrew Parker presented Resolution 20-22 authorizing the Purchase of Real Property Being Lots 20, 21, and 22 of Stonewood Chase Subdivision. A. Parker stated that the lots will be used to construct a permanent detention pond to mitigate downstream storm water issues. A. Parker stated the cost of the lots are \$30,000 and will be paid from the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

RESOLUTION 20-23 AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED
AT 915 BROOKWOOD DRIVE

Public Works Director Andrew Parker presented Resolution 20-23 authorizing the Purchase of Real Property Located at 915 Brookwood Drive. A. Parker stated the purpose of the purchase is to construct a flood storage area to mitigate existing drainage issues within the basin. A. Parker stated the cost is \$180,000.00 and will be paid from the 2015 SPLOST. On the motion of Council member Goodlett, second Council member Harlan, the agreement was approved. The vote was unanimous in favor.

RESOLUTION 20-24 AUTHORIZING THE SALE OF REAL PROPERTY TO 891 COLLEGE DRIVE, LLC.

Public Works Director Andrew Parker presented Resolution 20-24 authorizing the Sale of Real Property to 891 College Drive, LLC. A. Parker stated this resolution authorizes the sale of a narrow strip of real property from the former College Drive right of way totaling 0.05 acres to 891 College Drive, LLC. (Successor to 503 College Drive, LLC.)

Parker stated that previously, the City Council adopted Ordinance 17-11 to close a portion of College Drive and conveyed said portion to the adjacent property owners as the property was no longer needed by the public for street purposes.

Parker further stated that the appraised value of the 0.05 acre tract is \$1,823.53 and would facilitate the enjoyment of the highest and best use of the abutting owner's property and is allowed under O.C.G.A. 36-37-6(g). On the motion of Council member Goodlett, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 20-25 AUTHORIZING THE SALE OF REAL PROPERTY TO S&S PROPERTY HOLDINGS, LLP.

Public Works Director Andrew Parker presented Resolution 20-25 authorizing the Sale of Real Property to S&S Property Holdings, LLP. A. Parker stated this resolution authorizes the sale of a narrow strip of real property from the former College Drive right of way totaling 0.05 acres to S&S Property Holdings, LLP.

Parker informed that previously, the City Council adopted Ordinance 17-11 to close a portion of College Drive and conveyed said portion to the adjacent property owners as the property was no longer needed by the public for street purposes.

Parker further stated that the appraised value of the 0.05 acre tract is \$1,823.53 and would facilitate the enjoyment of the highest and best use of the abutting owner's property and is allowed under O.C.G.A. 36-37-6(g). On the motion of Council member Waugh, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

RESOLUTION 20-26 AUTHORIZING THE EXCHANGE OF REAL PROPERTY RIGHTS
LOCATED IN WEST HILL CEMETERY

A. Parker stated that On July 24, 2013, the City of Dalton granted a Cemetery Easement to Internal Management Inc. as recorded in Deed Book 05928, Page 0326 in West Hill Cemetery for the donation of certain real property from Internal Management, Inc. by Warranty Deed recorded in Deed Book 05928, Page 0323.

Parker stated the resolution accepts the termination (quit claim) of the above referenced Cemetery Easement in exchange for a new cemetery easement in West Hill Cemetery near the intersection of Lewell Street and General Thomas Drive.

Parker further stated that the Easement being quit claimed by Internal Management, Inc. is 1.05 acres and the new easement is 1.03 acres and staff recommends approval of this exchange due to potential downstream storm water concerns if the original easement area (which is currently wooded) is cleared/graded. Additionally, Parker stated the new easement area is not able to be used for direct burial purposes based on subsurface conditions but can be used for above ground burial (i.e. mausoleum, etc.). On the motion of Council member Waugh, second Council member Harlan, the Resolution was approved. The vote was unanimous in favor.

POINT OF SALE SOFTWARE AGREEMENT WITH CLUB PROPHET, LLC FOR NOB
NORTH GOLF COURSE

Recreation Director Mike Miller presented the point of sale software agreement with Club Prophet, LLC for Nob North golf course in the amount of \$8499.00. Miller stated that the agreement will enhance the sale of goods, control inventory and will have the ability to adjust fees, allow for online tee times that are pre-paid and up scale the web site to be more user and mobile friendly. On the motion of Council member Crews, second Council member Waugh, the agreement was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:55 p.m.

Bernadette Chattam
City Clerk

David Pennington, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Public Hearing for Proposed Amendment to the City of Dalton 2015 Redevelopment Plan

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? Yes

Cost: NA

Funding Source if Not in Budget

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

Proposed amendment to the City of Dalton 2015 Redevelopment Plan to add proposed North Bypass Tax Allocation District #4.

PROPOSED AMENDMENT TO THE CITY OF DALTON REDEVELOPMENT PLAN: Downtown, East Walnut Ave. Corridor and North Bypass Tax Allocation Districts



NOVEMBER 2020

Prepared for the
City of Dalton, Georgia and the
Dalton-Whitfield County Joint Development Authority



Prepared by:



BleaklyAdvisoryGroup

INTRODUCTION

The City of Dalton has the authority to exercise all redevelopment and other powers authorized or granted to municipalities pursuant to the Redevelopment Powers Law (Chapter 44 of Title 36 of the O.C.G.A.), as approved by Dalton voters by referendum in 2014. As redevelopment agency for the City of Dalton, the Dalton City Council is authorized to approve and implement redevelopment plans, as well as approve amendments to existing redevelopment plans, as described in the following applicable provisions of the statute [*emphasis added*]:

§ 36-44-4. Local legislative bodies serving as redevelopment agency; common redevelopment agency “(a) As an alternative to the creation of a redevelopment agency provided for by subsections (b) through (f) of this Code section, the local legislative body of a political subdivision, by resolution, *may designate itself as its respective redevelopment agency* and may exercise, within its respective area of operation, the redevelopment powers provided by this chapter.”

§ 36-44-6. Delegation of powers; limitations on delegation “(b) (1) *Any redevelopment plan must be approved by resolution of the local legislative body of the political subdivision as a condition precedent to the implementation of said redevelopment plan*, and such approval shall be subject to the requirements of Code Section 36-44-7;”

§ 36-44-7. Approval of redevelopment plans “(d) *Once approved by the local legislative body; a redevelopment plan may be amended only by the local legislative body of the political subdivision...* in the same manner as prescribed by subsection (c) of this Code section for a meeting to consider the adoption of a redevelopment plan.”

In December of 2015, the Dalton City Council created by resolution the City’s first redevelopment plan, (the 2015 Plan) which established the “Downtown” and “East Walnut Avenue” Tax Allocation Districts. A year later, the City Council adopted the first amendment to that plan. That amendment dissolved Tax Allocation District #2 – East Walnut Avenue (“District 2”) and replaced it with Tax Allocation District #3 – East Walnut Avenue (“District 3”). The purpose of the amendment was to incentivize/assist redevelopment of the Walnut Square Mall by dissolving TAD #2 and replacing it with a new District that incorporated a minor boundary adjustment and a new, significantly lower certified base digest. The adopted amendment was added to the 2015 Plan as Exhibit “A.” Exhibit “A” itemizes 26 edits to the original plan text, which reflect the City Council’s intended changes.

The 2015 Plan was intentionally written to enable the City to consider add other TAD’s in the future, provided those TAD’s are located within the general boundaries of the redevelopment area and are consistent with the City’s overall redevelopment objectives. The City Council recently agreed to consider a second proposed amendment to the 2015 Plan, this time adding another tax allocation district to the redevelopment area. This new TAD is identified as Tax Allocation District #4 – North Bypass (“District 4”). The scope of the proposed second plan amendment is significantly broader and requires much more documentation than the first, which reflected a relatively minor administrative change to an existing TAD. This document describes the relevant characteristics of the proposed new TAD #4 and summarizes edits to the redevelopment plan, section by section, that will be necessary to incorporate the proposed amendment. If/when adopted by the City Council, this text, along with relevant sections of the first (2016) amendment, will be fully incorporated into an updated redevelopment plan document, as amended.

Proposed amendments to each section are itemized below. Page numbers refer to the location of each section heading in the 2015 Plan, followed by the specific current pages where the proposed text, maps and/or exhibits would be inserted to either replace or supplement existing information. No effort is made here to alter the current numbering of existing tables, maps and illustrations in the 2015 Plan, which would obviously change with the addition of the proposed new exhibits.

EXECUTIVE SUMMARY

The Executive Summary will be edited as needed to reflect the following changes made to the full document text.

INTRODUCTION – P.11

p.12 – add the following text

TAD #4 is proposed to support a large-scale, mixed use development located adjacent to the North Bypass in accordance with the objectives of the 2018 Believe Greater Dalton Housing Strategy. TAD funds would be used selectively to enable the projects' developers to overcome deficient infrastructure, off site costs and other impediments which have made development of the area, particularly for market rate rental housing, economically unfeasible to date. Future uses of TAD proceeds may also include building or upgrading roadways and other public infrastructure, or other future public improvements to service/enhance the new Hammond Creek Middle School.

OVERVIEW OF TAX ALLOCATION DISTRICTS – P.12

No changes are required for this section.

PURPOSE AND VISION FOR THE PROPOSED TAX ALLOCATION DISTRICTS – P.14

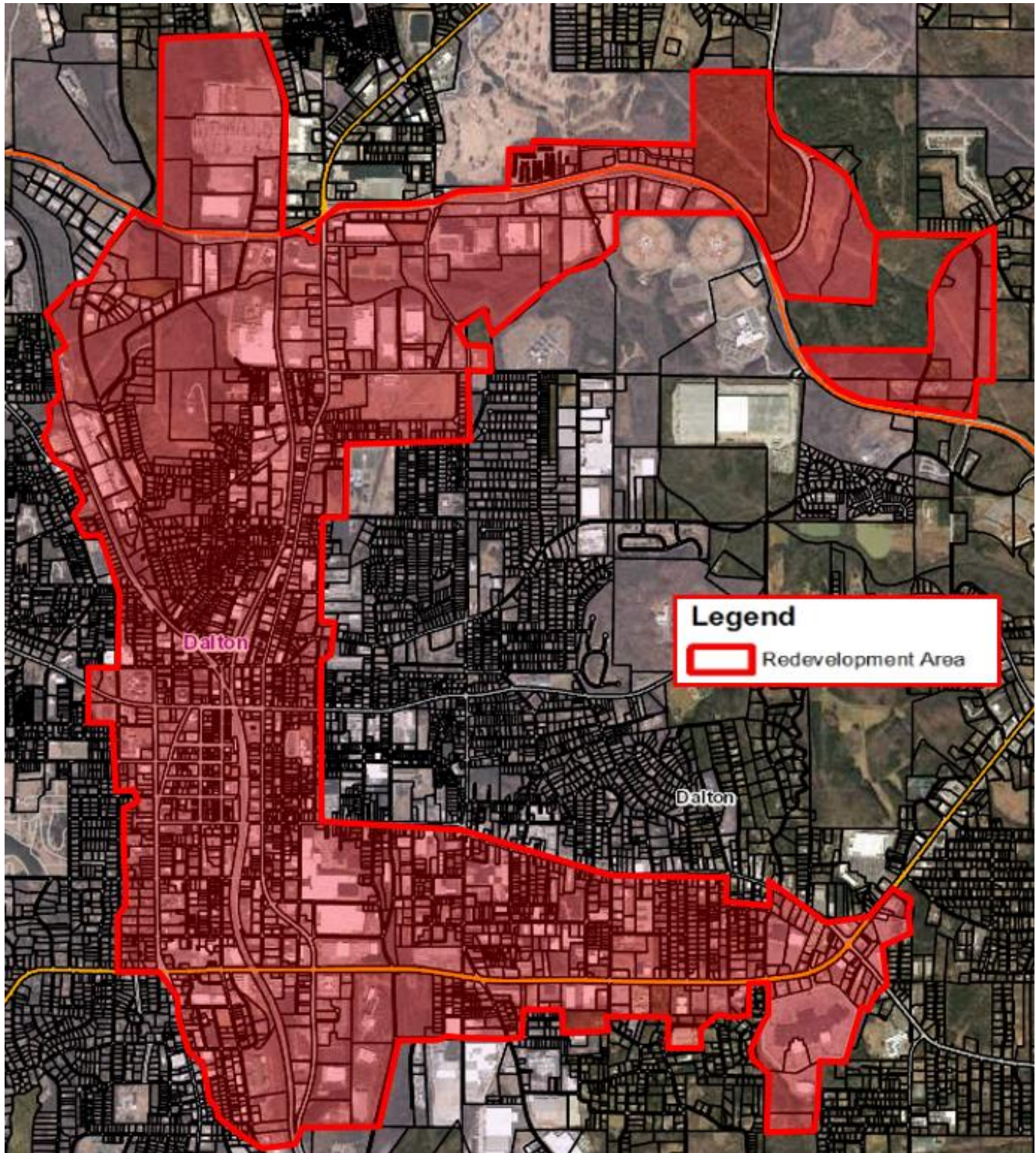
No changes are required for this section.

GEOGRAPHIC BOUNDARIES OF THE PROPOSED REDEVELOPMENT AREA (A) – P. 15

(p. 15, 16 – Replace this section, including the existing text, Table 1, and Map 1 with the following, to add new parcels associated with the North Bypass TAD.)

As part of an initial analysis of the area, BAG collected tax parcel data for a large geography that was generally described above. This general area is populated with industrial and warehousing uses, shopping centers and free-standing commercial buildings, Dalton's Central Business District, residential neighborhoods which are surrounded by these uses and the few remaining large-scale, developable greenfield sites in the area. The proposed boundaries for the Redevelopment Area and are shown on Map 1.

MAP 1: PROPOSED DALTON REDEVELOPMENT AREA



Note: Area boundaries are for illustration purposes and may include several smaller parcels that remain in unincorporated Whitfield County. Only parcels located within the Dalton City limits as of 12/31/2020 are part of the Redevelopment Area.

The Redevelopment Area includes nearly 2,700 properties covering roughly 2,733 acres (within individual tax parcels). This acreage estimate does not include streets, rights of way and a significant number of parcels for which no assessment records are available. It is also possible that data in Table 1 include a handful of parcels that may still be part of unincorporated Whitfield County. The significant factors regarding this area are: (a) it contains a large percentage of the City's commercial and industrial tax base, including its central business district; (b) the area as a whole includes roughly 20% of the City's total tax digest; (c) despite the fact that the redevelopment area is the most densely developed part of the City, property values are relatively low, with full market values averaging less than \$262,000 per acre in 2015; (d) residentially zoned properties in particular have very low average market values, averaging below \$95,000 per parcel in 2015; and (e) general fund property tax collections from the real estate within this area average roughly \$3,550 per taxable acre.¹

A distribution of the redevelopment area properties shown in Map 1, by land use, appears in Table 1. As will be presented later in this report, substantial portions of the redevelopment area clearly exhibit several characteristics of disinvestment and under-utilization, which are prerequisite to the establishment of Tax Allocation Districts. However, there are also a significant number of densely developed and/or high valued properties within the boundaries of the redevelopment area that would not make sense to include within a TAD. Less than a quarter of the total redevelopment area acreage is currently within or proposed for inclusion in Tax Allocation Districts, as described further below.

Table 1: Summary of Redevelopment Area Parcels by Land Use

Land Use/Zoning	Zoning Code	Number of Parcels	Total Acreage	Total Appraised Value	Residential Imp. Value	Commercial Imp. Value	Accessory Imp. Value	Total Value Improvements	Land Value
Neighborhood Commercial	C-1	21	16.3	\$4,138,718	\$329,220	\$3,154,804	\$27,339	\$3,511,363	\$ 627,355
Limited Commercial	C1-A	64	57.7	\$54,711,861	\$ 4,113,268	\$ 42,450,186	\$ 4,260	\$46,567,714	\$ 8,144,147
General Commercial	C-2	509	762.5	\$210,794,757	\$ 2,452,119	\$ 142,472,020	\$ 1,662,271	\$146,586,410	\$ 64,408,037
Central Business District	C-3	216	43.5	\$80,552,930	\$ 1,410,675	\$ 68,859,638	\$ 741,082	\$71,011,395	\$ 9,763,683
Transitional Commercial	C-4	243	129.3	\$44,655,159	\$2,783,648	\$31,658,202	\$110,789	\$34,552,639	\$9,997,389
General Agricultural	G-A	2	170.1	\$479,242	\$0	\$0	\$0	\$0	\$168,835
Light Manufacturing	M-1	54	34.9	\$9,182,700	\$234,092	\$7,137,124	\$36,764	\$7,407,980	\$2,844,420
Heavy Manufacturing	M-2	360	958.1	\$163,953,269	\$4,833,245	\$135,642,393	\$270,245	\$140,745,883	\$22,193,386
Mixed Use	MU	17	87.4	\$34,718,068	\$0	\$29,675,715	\$1,785	\$29,677,500	\$4,991,168
Low Density SFR	R-1	109	43.8	\$20,659,507	\$9,447,292	\$8,305,807	\$218,437	\$17,971,536	\$2,681,671
Medium Density SFR	R-2	532	233.0	\$40,651,125	\$24,416,897	\$7,073,092	\$2,053,155	\$33,543,144	\$7,109,031
Rural Residential	R-5	269	75.4	\$14,152,043	\$10,735,856	\$430,344	\$139,299	\$11,305,499	\$2,851,269
Transitional Residential	R-6	83	24.0	\$6,286,866	\$2,913,888	\$2,304,933	\$25,488	\$5,244,309	\$1,051,482
High Density Residential	R-7	201	97.2	\$30,914,930	\$11,942,503	\$14,157,490	\$71,204	\$26,171,197	\$4,722,733
TOTALS		2,680	2,733.2	\$715,851,175	\$75,612,703	\$493,321,748	\$5,362,118	\$574,296,569	\$141,554,606
Value/ AC				\$261,907	\$27,664	\$180,490	\$1,962	\$210,116	\$51,790
Value/Parcel			1.0	\$267,109	\$28,214	\$184,075	\$2,001	\$214,290	\$52,819

Source: Whitfield County Tax Assessment/GIS data and Bleakly Advisory Group, Inc.

The proposed TAD #1 includes roughly 8.3 percent of the entire redevelopment area acreage and consists of 521 parcels totaling 228 acres. The TAD is sized to include the City's recognized central business district and adjacent transitional commercial areas surrounding Downtown. The boundaries and land uses within TAD #1 are addressed in later in Section L of this report. The

¹ Includes real estate taxes collected by the City of Dalton, the Dalton School District and Whitfield County.

purpose of TAD #1 is to create a mechanism to incentivize adaptive re-use and infill projects as opportunities arise. The nature of existing development suggests that the City's goals for Downtown Dalton would only be achieved by implementing multiple, comparatively small-scale redevelopment projects involving individual parcels and buildings. The TAD would be used on a selective basis to support early catalyst projects that would not be economically feasible otherwise. The proposed TAD #2, which has since been dissolved and replaced as TAD #3, includes 7.7 percent of the entire redevelopment area acreage and consists of 93 parcels totaling 210.6 acres. The TAD is sized to capture and make financially feasible retail infill projects located along Walnut Avenue as well as the Walnut Square Mall, which currently suffers from high vacancy and declining retail sales. The Mall's ownership is considering a redevelopment proposal to stabilize and reposition the property, which could be significantly enhanced by the availability of TAD financing. The boundaries and land uses within TAD #2 are also addressed in Section L of this report.

The proposed TAD #4 includes 7.4 percent of the entire redevelopment area acreage and consists of 16 parcels totaling 203.2 acres. The TAD is sized to capture and make financially feasible a potential \$124+ million, mixed-use development known as Hammond Creek. The development site for this potential project has been proposed for annexation into the City and the parcel is included inside the TAD boundaries anticipating that it will be annexed prior to the time the amended redevelopment plan is adopted and TAD #4 is created. The property's inclusion within the TAD makes it possible for the City to consider assisting the development of needed new market rate rental housing. The boundaries and land uses within the TAD are also addressed later in Section L of this report.

Through the creation of the redevelopment area and the respective TADs, the City would dedicate a portion of future increases in ad-valorem real estate taxes to be invested in the projects themselves, in order to make those projects financially feasible. The projects would in turn generate increased tax revenues from business personal property taxes and sales taxes and will help to increase the value of nearby real estate. The development and expansion these sites could therefore generate significant fiscal benefits for the City, County and School District, as well as provide more employment opportunities for Dalton area residents.

GROUND'S FOR EXERCISE OF REDEVELOPMENT POWERS (B) – P.17

No changes are required for this section

PROPOSED LAND USES AFTER REDEVELOPMENT (C) – P.26

P 27. – add the following text to the top of the page

The proposed Tax Allocation District #4 – North Bypass, is intended to support the development of roughly 203 acres, including 93 undeveloped acres located on the northerly side of the North Bypass, into a major mixed-use development node. The site has been initially proposed to include multi-family rental and for-sale housing, plus commercial out-parcel development. Coupled with the completion of the Hammond Creek Middle School and planned road improvements to the area, economic activity generated by this project could stimulate additional development opportunities along the North Bypass corridor further to the south and east of the site. These opportunities could

positively impact properties located in the City as well as the unincorporated County, potentially benefitting both jurisdictions.

PROPOSED REDEVELOPMENT PROJECTS AND METHOD OF FINANCING (D) – P. 27

P 32. – add the following text, tables and exhibits beginning after the first paragraph

The proposed development project for TAD #4 is illustrated in a site plan which appears later in this section. BAG estimates that this conceptual site plan proposed for this property, labeled “Hammond Creek” could support nearly 1.1 million SF of new construction with a potential end value of \$124.1 million, on 93 acres that are currently valued at roughly \$25,000 per acre and less than \$2.4 million in total.

The following table summarizes the proposed development program for TAD #4, showing the distribution of proposed residential, commercial and office development by land use. (The locations of development parcels within Hammond Creek are shown on the conceptual site plan.) It is anticipated that the proposed projects would require up to a decade to reach build out and the density and distribution of land uses are subject to change as market conditions evolve. The program below also includes the build out of the few remaining undeveloped sites on Riverburch Parkway, which should be significantly enhanced by the adjacent development of Hammond Creek, as well as additional land within the City Limits that is located to the south and east of the new Hammond Creek Middle School. Adding the financing tools made possible by the TAD is a logical complement to develop this area in accordance with the objectives of the Believe Greater Dalton Housing Strategy. Future TAD proceeds could also be used to help finance (in part) associated transportation improvements that will be required to handle increased future traffic volumes associated with the Hammond Creek Development and the new public school(s) within this area.

Table 8: Proposed Development – North Bypass

Illustrative Development Value at Build Out: Proposed Hammond Creek Mixed-Use Development and Other Potential North Bypass TAD Parcels

Developable Area	Future Land Use	Acres	DU's/Acre or FAR	Units or SF @ Build Out	FMV at Build Out	FMV Per Acre
Multi-Family	Apartments	12.05	17.5	210	\$21,000,000	\$1,742,739
Outparcel 1	Comm/Retail	3.19	0.12	16,675	\$1,250,608	\$392,040
Outparcel 2	Comm/Retail	1.94	0.12	10,141	\$760,558	\$392,040
Outparcel 3	Comm/Retail	1.54	0.12	8,050	\$603,742	\$392,040
Tract 1	Commercial/Office	7.94	0.10	34,587	\$4,323,330	\$544,500
Tract 2	Residential [1]	16.16	10.0	162	\$37,976,000	\$2,350,000
Tract 3	Residential [1]	34.93	6.0	210	\$52,395,000	\$1,500,000
Tract 4	Commercial/Office	7.08	0.15	46,261	\$5,782,590	\$816,750
Subtotal: Hammond Creek		84.83		1,066,317	\$124,091,827	\$1,462,830
Remaining Riverburch Parkway PAD Sites		8.24	0.20	71,429	\$6,501,634	\$789,033
Other Undeveloped TAD Parcels		39.32	3.0	118	\$29,490,000	\$750,000
TAD Build Out Totals		132.39			\$160,083,461	\$1,209,181

[illegible]

CONTRACTUAL RELATIONSHIPS (E)- P.32

No changes are required for this section

RELOCATION PLANS (F) – P.33

No changes are required for this section

CONFORMANCE WITH LOCAL COMPREHENSIVE PLANS, ZONING & LAND USE CODES (G)- P.33

Add the following text, table and exhibits to appropriate locations beginning on page 33

3. **Existing Zoning - TAD #4:** Existing zoning Existing zoning along the North Bypass as it applies to TAD 1 is predominantly General Commercial (C-2) in nature. The development of Hammond Creek could be accommodated by a continuation of commercial or mixed-use zoning classifications to that property.

6. **Future Land Use- TAD 4:** The future land use map for the area that includes TAD 4 foresees its eventual development as predominantly “Regional Activity Center” and “Bypass Corridor.” Hammond Creek is very consistent with the County’s “Desired Development Patterns” within both character areas. Some of the more relevant desired characteristics include:
 - Establish a connected street network for new development that links to existing streets.
 - Include a relatively high-density mix of commercial and retail centers, office, services, and employment to serve a regional market area.
 - Include a diverse mix of higher-density housing types (town homes, apartments, lofts, and condominiums) that can serve a broad range of incomes, including workforce and senior housing.
 - Encourage mixed-use development with screened parking, landscaping, internal sidewalk and street connectivity, and quality building materials and site design.
 - Provide strong, walkable connections between different uses
 - Connect to nearby networks of greenspace/multi-use trails/bike paths where available Depict clear physical boundaries and transitions between the edge of the character area and surrounding residential areas
 - Incorporate landscaping of commercial sites/parking lots
 - Discourage strip development
 - Maintain traffic flow with access management measures and nodal development.

CITY OF DALTON UNIFIED ZONING MAP ADOPTED JULY 2019

(Approximate Boundaries of Proposed TAD #4 are inside the Blue Dashed Line)



JOINT WHITFIELD COUNTY COMPREHENSIVE PLAN UPDATE 2018: FUTURE DEVELOPMENT MAP
(Approximate Boundaries of Proposed TAD #4 are inside the Red Dashed Line)



Example of appropriate scale and landscaping in the Regional Activity Center



Proposed Hammond Creek Development Site

- | | | | |
|---------------------|----------------------------|-------------------------------------|---------------------|
| Industrial | Downtown/Town Center | Town Neighborhood Revitalization | Bypass Corridor |
| Interchange | Dalton State/College Drive | Ridge Conservation | Transition Corridor |
| Medical District | Regional Activity Center | Rural/Agricultural Reserve | |
| Preserve | Suburban Neighborhood | Emerging Suburban and Exurban Areas | |
| Commercial Corridor | Town Neighborhood | Rural Residential | |
| | | Community Activity Center | |



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ESTIMATED REDEVELOPMENT COSTS/METHOD OF FINANCING (H) – P. 40

Add the following subsection following text, table and exhibits to appropriate locations beginning at the bottom of page 43

TAD POTENTIAL OF TAX ALLOCATION DISTRICT #4: NORTH BYPASS

BAG estimates that TAD #4 could potentially generate \$60.6 million in **tax allocation increments** over the full 30-year life of the TAD, accruing to the TAD Special fund. Tax increments grow slowly initially and reach \$1.4 to \$1.6 million annually when the development is fully built out in 8 to 10 years. Estimated annual tax increments generated over time periods ranging from 10 to 30 years are illustrated in the following exhibit. These shorter-term projections are provided to illustrate possible scenarios in which redevelopment costs are repaid early and the TAD is dissolved at the City's discretion, prior to the end of 30 years.

Estimated Total TAD Increment:		10 Years	15 Years	20 Years	25 Years	30 Years
Cumulative TAD Proceeds (Nominal \$):		\$6,863,830	\$18,100,797	\$31,430,918	\$45,597,658	\$60,601,016
NPV Discounted @	4%	\$5,098,886	\$11,820,803	\$18,404,568	\$24,155,903	\$29,162,504
	5%	\$4,747,864	\$10,680,493	\$16,225,834	\$20,843,782	\$24,675,990
	6%	\$4,426,128	\$9,669,294	\$14,348,446	\$18,064,750	\$21,006,012
	7%	\$4,130,903	\$8,770,930	\$12,726,193	\$15,723,532	\$17,987,000

These tax allocation increments exclude additional general fund real estate taxes associated with the TAD's base digest value at the time it is certified. It is important to note that these forecasts also exclude any business personal property digest associated with future commercial development, as well as incremental gains in local option sales taxes. These gains in other revenues could potentially equal or exceed "foregone" general fund real estate taxes over the same period.

PROPOSED REDEVELOPMENT COSTS (USES OF TAD PROCEEDS) – P.43

Add the following text, table and exhibits to appropriate locations beginning on page 44

Re-number and replace the existing table 11 with the following

Table 2: Potential uses of TAD Proceeds

Potential TAD Expenditures (Estimated Eligible Redevelopment Costs)	TAD #1: Downtown		TAD #3: E. Walnut Ave.		TAD #4: N. Bypass		TOTALS	
	Est. % Allocation	Total TAD Funds	Est. % Allocation	Total TAD Funds	Est. % Allocation	Total TAD Funds	Est. % Allocation	Total TAD Funds
1. Access Roads and Off Site Traffic Improvements	0.0%	\$0	10.0%	\$405,000	25.0%	\$3,750,000	21.3%	\$4,155,000
2. Infrastructure to Property Line	0.0%	\$0	0.0%	\$0	10.0%	\$1,500,000	7.7%	\$1,500,000
2. Site Development Costs	20.0%	\$100,000	15.0%	\$607,500	20.0%	\$3,000,000	19.0%	\$3,707,500
4. Demolition	0.0%	\$0	25.0%	\$1,012,500	0.0%	\$0	5.2%	\$1,012,500
5. Building Construction	80.0%	\$400,000	50.0%	\$2,025,000	45.0%	\$6,750,000	46.9%	\$9,175,000
Total Estimated TAD Funding:	100.0%	\$500,000	100.0%	\$4,050,000	100.0%	\$15,000,000	100.0%	\$19,550,000

ASSESSED VALUATION FOR TAD (I) – P.45

Add the following text to the bottom of page 45

The City of Dalton Tax Allocation District #4– North Bypass, as defined in this Redevelopment Plan includes 16 tax parcels and 203.2 acres within those parcels. The proposed TAD #4 has an estimated 2020 fair market (appraised) value of \$5,461,549. There are two tax-exempt parcels within this proposed TAD which are owned by the Dalton Board of Education, which contain the new Hammond Creek Middle School. The City and School District Tax Digest is taxed at 100% while the County taxes property at 40% of Fair Market Value (FMV). The taxable assessed (40% digest) value for County taxing purposes totals \$1,466,072, according to Whitfield County tax assessment records, while the current City and School District tax digest totals \$3,665,180.

HISTORIC PROPERTY WITHIN BOUNDARIES OF TAD (J) – P.46

Replace the last sentence at the bottom of page 46 with the following text:

TAD #3 and TAD #4 are not known to contain any local or National Register historic properties. However, this same commitment would be made in the event that historic properties are identified in the future.

CREATION & TERMINATION DATES FOR TAD (K) – P.47

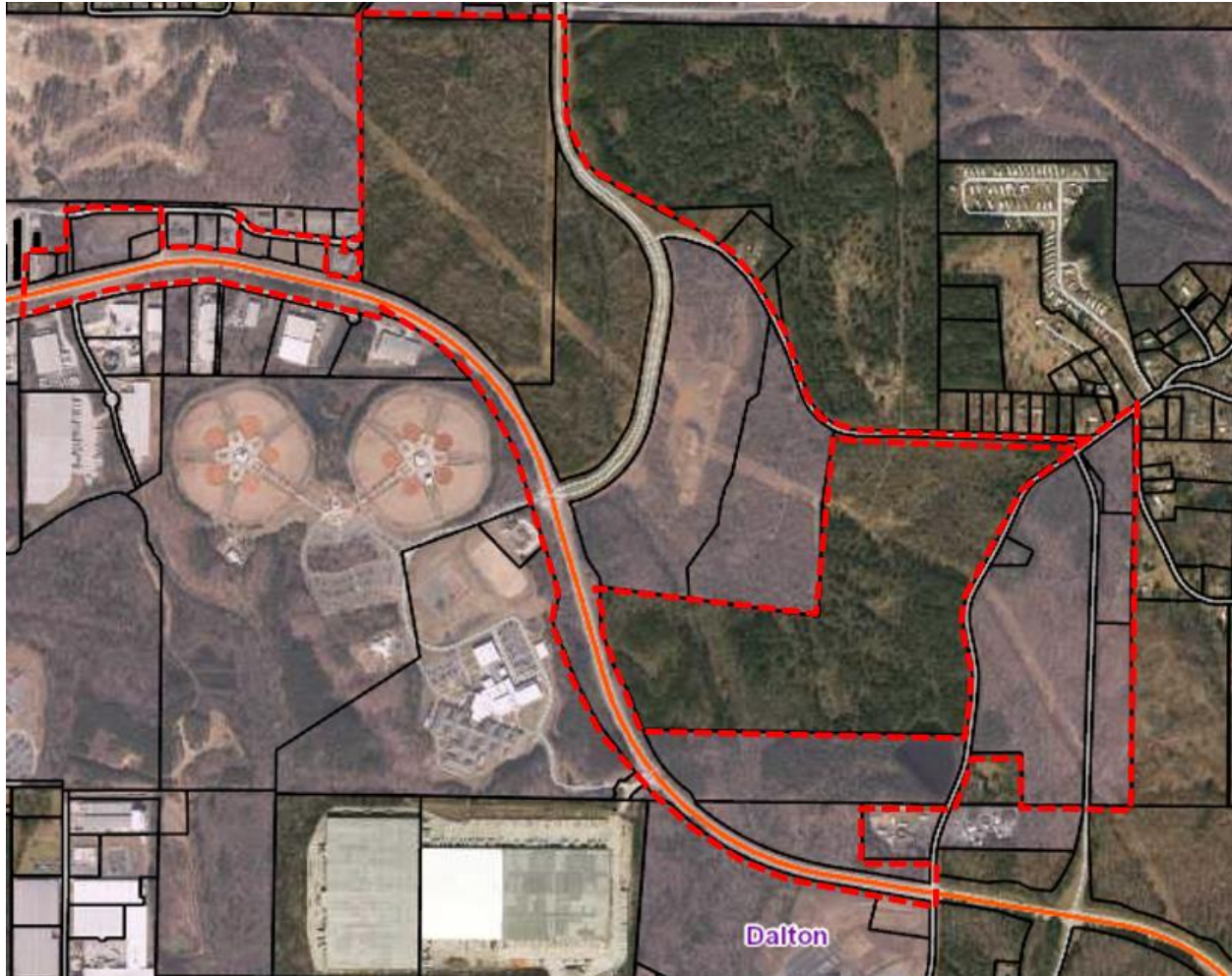
Replace the existing section with the following text:

The redevelopment area's Tax Allocation District #1 was created effective December 31, 2015. TAD #2 was dissolved and recertified as TAD #3 effective December 31, 2015. TAD #4 will be created effective December 31, 2020. Redevelopment Powers Law provides that TAD's will be in existence until all redevelopment costs, including debt service, are paid in full. For analysis purposes this report has based calculations on a 30-year term and assumes that each TAD will remain in existence for 30 years from its respective certification. Future elected officials could decide to either dissolve or extend each TAD's existence based on future circumstances within the Districts.

TAD BOUNDARIES EXISTING USES OF REAL PROPERTY (L) – P.47

Add a new Map (shown on the next page) to the end of page 49.

MAP 6: PROPOSED CITY OF DALTON TAD #4 – NORTH BYPASS



TAX ALLOCATION INCREMENT BASE (M) – P.50

Insert calculation calculations are provided for TAD #4 at the top of P.51:

On or before December 31, 2020, the City of Dalton, acting as the redevelopment agent, will apply to the State Revenue Commissioner for a determination of the tax allocation increment base of the proposed tax allocation district. The base for TAD #4 is estimated as follows:

City of Dalton Redevelopment Plan TAD #4 Summary - North Bypass	
Number of Parcels	16
Total Acres	203.2
2020 Appraised (Full Market) Value - Estimated	\$5,461,549
2020 Taxable Digest (City and School District) @ 100%	\$3,665,180
2020 Taxable Digest (Whitfield County) @40%	\$1,466,072
City of Dalton 2020 M&O Taxable Digest	\$3,650,867,194
TAD #4 % of Dalton Digest	0.10%

Source : BAG, Whitfield County Tax Assessment Records and the Georgia Department of Revenue.

Property taxes collected within Tax Allocation District #4 to serve as base are calculated as follows:

Jurisdiction	Taxable Digest x	Millage =	Total Taxes	Tax/Ac
City of Dalton (100%)	\$3,665,180	2.237	\$8,199	\$40.35
School District (100%)	\$3,665,180	8.200	\$30,054	\$147.91
Whitfield County (40%)	\$1,466,072	8.787	\$12,882	\$63.40
Total taxes collected within the TAD to Serve as Base:			\$51,136	\$251.65

The Redevelopment Powers Law caps the percentage of tax digest in any taxing jurisdiction which can be located within one or more Tax Allocation Districts to 10%. As the first two proposed TADs within the City of Dalton, it is important to maintain flexibility to address other priorities in other areas. The combined total taxable digest contained within the TADs 1, 3 and 4 consume only 4.0% of Dalton's tax digest. Approval of these proposed TADs will therefore leave ample flexibility to address other priorities in the future. Based on the City's 2020 digest, Dalton could add another \$219 million in real estate digest to other TADs before reaching the 10% cap.

AD VALOREM PROPERTY TAXES FOR COMPUTING TAX ALLOCATION INCREMENTS (N) – P.51

Replace the 2015 millage rates with the following:

2020 M&O Millage Rates*	
City of Dalton	2.237
Dalton Independent School	8.200
Whitfield County (40% = 8.787)	3.515
Total (County Millage Converted to 100%)**	13.952

*Levies for bonded indebtedness are not included in the calculation of the millage rates for TAD purposes.

** County millage rate is converted to 100% = 3.5148 to calculate total available millage.

Source: Georgia Department of Revenue.

Creation of the tax allocation district will not affect existing or planned business improvement districts within the boundaries of the redevelopment area.

TAX ALLOCATION BOND ISSUES (O, P, Q) -P.51

No changes are required for the following subsections

AMOUNT OF BOND ISSUE- P.51

TERM OF THE BOND ISSUE OR ISSUES – P.51

RATE OF BOND ISSUE- P.51

PROPERTY PROPOSED TO BE PLEDGED FOR PAYMENT OF TAX ALLOCATION INCREMENTS FINANCING – P.-52

SCHOOL SYSTEM IMPACT ANALYSIS (R) – P.53

The following tables and text will be inserted in appropriate sections:

CURRENT VALUE OF THE TAD VERSES THE DALTON PUBLIC SCHOOL DISTRICT TAX DIGEST

Delete and replace the existing subsection with the following text.

The current (2020) taxable City (100%) digest for TAD #1 – Downtown is estimated to be \$92,277,175, TAD #3 – East Walnut Avenue is estimated to be \$50,107,940 and TAD #4 – North Bypass is estimated to be \$3,665,180. According to Whitfield County tax assessment records, the most recent published value for the Dalton School District's net taxable digest (M&O) is the same as the City at \$3.65 billion.² Combined, the two existing and third proposed TAD represent 4.0 percent of the School District's total tax digest. The amount of ad valorem school taxes collected from the properties in the designated the TADs, as determined by the tax assessor on December 31 of the year each district was certified, will continue to flow to the Dalton Public Schools throughout the operation of the TAD. The TAD Special Fund will receive any additional property taxes collected above the respective base year amounts for use to attract redevelopment to these sections of Dalton.

City of Dalton TAD's 1, 2 and 3 Combined Digest as a Percentage of the Dalton Independent School District's 2020 Net Digest 2020 Net M&O Tax Digest (Net After Exemptions)			
Dalton Public Schools	Base Date	\$3,650,867,194	
TAD # 1	12/31/2015	\$92,277,175	2.53%
TAD # 3	12/31/2016	\$50,107,940	1.37%
TAD # 4	12/31/2020	\$3,665,180	0.10%
TOTAL		\$146,050,295	4.00%

² The taxable digest reported in the table is for general fund (M&O) expenditures. The Dalton Independent School District's tax digest is based on 100% valuation as opposed to 40% applied to most taxing jurisdictions in Georgia.

ESTIMATED SCHOOL ENROLLMENT IMPACTS – P.53

Delete and replace the existing subsection with the following text.

TAD #1 (Downtown) and TAD #3 (East Walnut Avenue) are not primarily intended to support residential development. No residential projects are currently proposed within either TAD that would generate additional enrollment for the School District. In the longer term it is possible that housing could become part of a mixed-use development on the Walnut Square Mall property, but there is no basis to support a specific proposal or unit count at this time. Development of upper floors of downtown commercial buildings is not of the type that would attract families with school-aged children.

TAD #4 (North Bypass) includes multi-family, single-family detached and townhome housing components. A potential multi-family apartment complex is identified in the conceptual site plan for the Hammond Creek, showing 210 units. Two additional parcels within the development, totaling 51 acres, have been identified as for future for-sale residential development, but no specific information regarding expected unit types, numbers or pricing have been determined. Another 39 undeveloped acres within the TAD, located to the south and east of the Hammond Creek Middle School, could also be developed in the future.

To provide an estimate of potential enrollment impacts from the entire TAD, BAG forecasted the total build-out of for-sale housing at 490 units, plus 210 market-rate apartments, developed over a 10-year period. We then estimated population and enrollment by applying the respective demographic multipliers for similar housing types in Georgia.³ These calculations appear in Table 12.

Table 3: Estimated Residents and School Aged Children - TAD #4

Housing Type	Units	Avg. Value	Resident Multiplier	Estimated Residents	Children Multiplier	School Aged Children
For Sale Housing						
Town homes*	162					
2 bedroom	97	\$225,000	1.7	165	0.05	5
3 bedroom	65	\$325,000	1.84	119	0.08	5
Single-Family Detached *						
3 & 4 bedroom	328	\$375,000	2.61	856	0.42	138
Rental Housing *						
Market Rate Apartments	210					
1 bedroom	193	\$95,000	1.49	287	0.08	15
2 bedroom	358	\$110,000	2.03	726	0.3	107
Total Units	700					
Total Residents/Total Pupils				2,153		270
Total Residents/Pupils/unit				3.08		0.39

Source: Fannie Mae Foundation Residential Demographic Multipliers for Georgia/BAG

* The distribution of units by number of bedrooms is estimated by BAG.

³ Population and school children multipliers were obtained from the Fannie Mae Foundation Residential Demographic Multipliers for Georgia, which is based on statewide occupancy characteristics for this type of housing. These demographic multipliers are several years old and are likely to change significantly after release of the 2020 Census.

Assuming that 210 one- and two-bedroom apartments, 328 three- or four-bedroom single-family homes and 162 two- and three-bedroom townhomes were fully occupied by households with characteristics typical of similar housing types statewide, we have estimated the total future population of those units at 2,153, including 270 school-aged children. It is possible that a percentage of new employment to be created within TADs 1 and 3 may attract workers who choose relocate within the School District, but the number of those workers and the number of school aged children living within those relocating households are also unknown.

The Dalton City School District had a total FTE enrollment of 7,783 at the start of the 2020-21 school year according to the Georgia Department of Education web site. Therefore, potential residential development in the proposed TAD #4 could increase total School District enrollment by 3.4% when all residential units are completed and occupied several years into the future. This increase is in the context of a school district where enrollment has declined by 183 students 2.3% over the past 5 years. It is also significant to note that the School District has added significant enrollment capacity to schools located within and near TAD #4 over the past several years.

THE LOCATION OF SCHOOL FACILITIES WITHIN THE REDEVELOPMENT AREA – P.54

Delete and replace the existing subsection with the following text.

There are no Dalton Public School facilities located within the TADs #1 and #3. The Hammond Creek Middle School is located within TAD #4.

PROPOSED REDEVELOPMENT IN TAD #1, #3 AND #4 – P.54

Delete and replace the existing subsection with the following text.

As detailed earlier in this plan, the proposed Tax Allocation Districts will support the development of sites that are either currently undeveloped or occupied by vacant buildings. The first potential project identified within TAD #1 could involve 40,000 SF of retail, commercial, office, hospitality and residential loft space.

Potential redevelopment projects in TAD #3 would replace an existing vacant retail space and commercial outparcels with 235,000 SF of new or rehabilitated retail and restaurant space. The most significant of these redevelopment sites is the 67-acre Walnut Square Mall. The mall's ownership has been actively evaluating options to address existing vacancy and has already demolished a significant percentage of the property, rendering the current taxable value of the TAD below its 2016 base. That site is zoned for mixed use and has the physical potential to support a significant project, including residential units. Because the School District relies in part on sales tax (e-LOST) revenues to fund facility construction, revitalizing this property would have a significant positive fiscal impact on the School District. Similarly, should high vacancy in the mall continue and more resident shoppers chose to make retail purchases outside of the County, the loss of e-LOST revenue to the School District could greatly exceed any decline in real estate value. In summary, School District has a strong fiscal interest in the future sales performance of TAD #3.

The build out of TAD #4 could involve up to 1.4 million SF of multi-family apartments, for-sale residential, retail, commercial, restaurant and office space. This TAD could also assist the School

District by adding commercial personal property digest and e-LOST generating land uses, as well as several hundred new households with significant purchasing power.

ESTIMATE OF SCHOOL DISTRICT REVENUE IMPACTS FROM TAD DEVELOPMENT – P.54

Delete and replace the existing subsection with the following text.

Currently, the combined TADs generate slightly less than \$1.2 million per year in property taxes levied on real estate for the school system. Annual real estate taxes associated with the base value of the TADs would continue to flow to the School District's general fund, as would current and future gains in personal property taxes levied on business furnishings, inventories, and equipment. The 2020 real estate digests of TADs 1 and 3 are both below their respective certified base values, so the School District has made minimal/no contribution of school increment to either TAD since their respective certifications. The experience of both TADs illustrates that redevelopment is not guaranteed to result from creating a TAD, and that a continuation of status quo conditions is not always in the fiscal self-interest of a school district.

Dalton is somewhat unusual among Georgia cities in that residential property makes up less than 27% of the City's tax digest. The City's comparatively large nonresidential tax base is also unusual in that the taxable value of personal property throughout Dalton totals more than \$1.7 billion and makes up more than 43.1% of the School District's total gross property tax digest. The bulk of this tax base classified as industrial. However, the gross digest of commercial personal property totals nearly \$478.4 million or 40% of the City's total commercial tax base of \$1.19 billion. Net of exemptions granted to inventory and equipment, the value of all commercial personal property within the School District adds \$0.61 to every \$1.00 of real estate digest that exists within the City limits. For industrial property, this ratio is even greater.

A similar ratio is likely to apply to the value of additional commercial real estate value created from projects within the respective TADs.⁴ At the completion of the proposed TAD projects, the digest value of commercial personal property, which is not pledged to the respective TAD Special Funds, could exceed \$38.8 million and generate an additional \$318,700 per year in personal property taxes for the School District. Gaining this increase in personal property tax revenue is equivalent to the current real estate value of the three TADs appreciating by 27% over the same period. Absent of creating the TADs and using proceeds to support the proposed projects, it very possible that real estate values in these areas of Dalton would not appreciate by that amount.

New retail development and new residents living within the two TADs could also generate new retail sales within Whitfield County and additional sales taxes for the School District. At completion, this annual revenue represents a modest net sales tax increase of about \$341,000 per year, which is shared between the City and Whitfield County School District. The City School District's share is estimated at roughly \$116,900 per year when all projects are completed and occupied.

The following table estimates total annual incremental School District revenues from identified redevelopment projects within the three TADs, at build out, during the period while each is in

⁴ Dalton provides a 20% Freeport exemption to manufacturing and commercial companies for raw materials and goods in the process. The vast majority of personal property subject to this Freeport exemption is industrial rather than commercial in nature. The methodology used to forecast business personal property is considered reasonable and sufficient to account for Freeport exemptions.

effect. These estimates include increased tax digest from new commercial personal property, plus sales taxes generated by new retail square footage.

Table 4: Estimated Sales and Property Taxes to the Dalton Public Schools at Completion of Redevelopment Projects – TADs 1, 3 and 4

E-SPLOST: HOUSEHOLD SPENDING	Units	Average HH Income	Aggregate HH Income	Local Retail Sales @60%	E-SPLOST
Multi-Family Apartments	210	\$55,000	\$11,550,000	\$6,930,000	\$69,300
For Sale Residential	490	\$80,000	\$39,200,000	\$23,520,000	\$235,200
E-SPLOST: NEW RETAIL DEVELOPMENT	SF	Sales/SF	Total Sales		ESPLOST
Commercial/Retail Space	248,035	\$275	\$68,209,544		\$682,095
NET INCREASE IN E-SPLOST:	SF	Sales/SF	Total Sales		ESPLOST
Residential Spending	\$304,500	Adj. for Sales Leakage			
Retail Sales	\$682,095	& Dbl. Counting @	50%		\$341,048
Dalton School District Share @				34.3%	\$116,931
Business Personal Property Increment					
Estimated Incremental Commercial RE Digest				\$ 63,198,760	
Personal Property Value @				61.5%	\$38,864,352
Annual Personal Property Taxes @ Millage Rate of				8.2	\$318,688

*Estimated percentage of total resident retail spending and business sales that may be net new to the County.

Source: Bleakly Advisory Group, Inc.

Therefore, by agreeing to forego incremental gains in future real estate taxes within the TAD, the School District would receive roughly \$435,600 per year in combined personal property and sales tax revenues, in addition to the \$1.2 million in annual real estate taxes associated with the certified base – while the TAD is still in effect. After the TADs are dissolved, the School District would also receive the incremental annual property taxes on real estate that were pledged to the TADs, which could exceed \$1.06 million/year.

CONCLUSION REGARDING SCHOOL DISTRICT IMPACTS

As demonstrated in the preceding analysis, the economic impacts to the Dalton Public Schools from participating in the three proposed TADs are as follows:

1. The three TADs will affect future appreciation on 4.0 percent of the School District's tax digest. The current amount of property taxes generated from real estate within the TADs, just under \$1.2 million per year, will continue to go to the school system—only taxes associated with incremental real estate digest growth above the current base amount are pledged to the TAD.
2. No residential development is currently proposed for TAD #1 and #3 that would be expected to generate school enrollment. TAD #4 could add 270 students over the course of a decade.
3. There is one Dalton Public School facilities located inside the boundaries of TAD #4.
4. Upon completion of these projects and while the TADs are still in effect, the School District should receive roughly \$1.63 million per year from the three TADs, including \$1,197,600 from the certified base real estate taxes, \$318,700 from increased personal property digest and \$116,900 per year from increased sales tax revenues during years in which ESPLOST is in effect.

5. The School District would receive an additional \$1.06 million per year from real estate taxes from the three TADs once all redevelopment costs are paid and the TADs are dissolved.

Thus we conclude that the potential gains to the Dalton Public Schools from participating in the proposed TAD's will be substantially positive due to the future growth in its tax digest and sales tax revenues, with limited resulting impacts on the demand for school services.

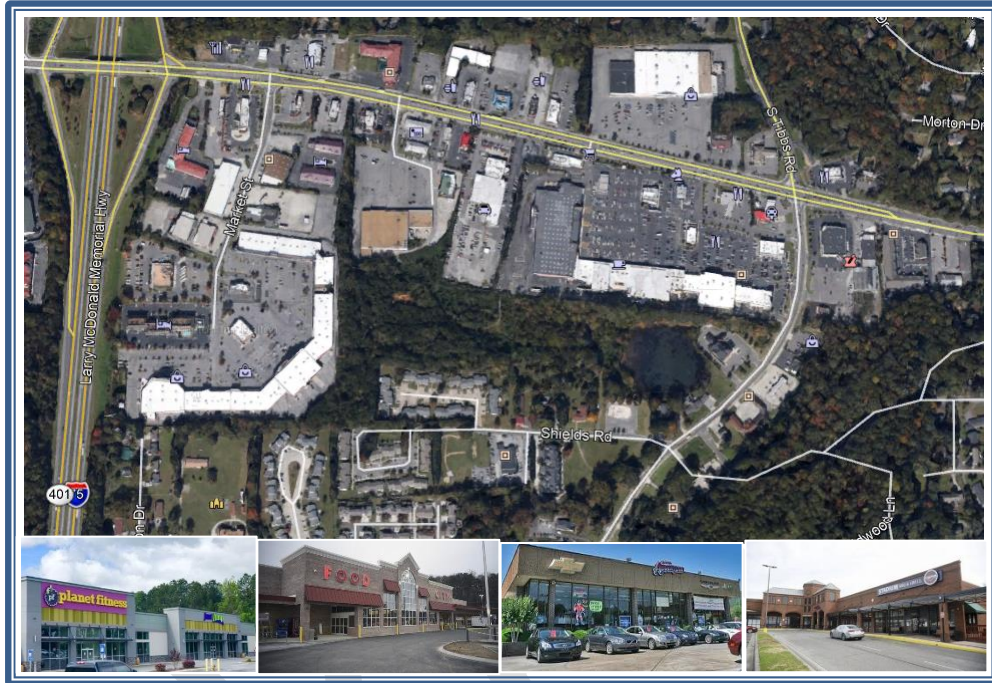
OTHER RELEVANT INFORMATION: BENEFITS OF THE TADS (S) – P. 56

Relevant edits to this section will be made to reflect changes in the earlier analysis

APPENDIX C. LIST OF TAX PARCEL ID NUMBERS (PROPERTIES WITHIN TAD #4 – NORTH BYPASS)

PARCEL_ID	Calc Acres	Total_Appr_Val	Total_Imp_Val	Land Value	Owner Name
12-166-06-000	36.21	\$1,178,636	\$0	\$1,178,636	Hammond Creek Capital, LLC
12-163-05-005	56.81	\$1,183,466	\$0	\$1,183,466	Hammond Creek Capital, LLC
12-166-07-000	37.16	\$0	\$0	\$967,646	Dalton Georgia Board of Education
12-166-08-000	25.46	\$0	\$0	\$828,723	Dalton Georgia Board of Education
12-167-17-006	3.05	\$12,500	\$0	\$12,500	Cochran Patricia A
12-167-17-005	0.13	\$1,294	\$0	\$1,294	Godfrey H L & Harlan
12-167-17-003	1.94	\$16,683	\$0	\$16,683	Cochran Cecil H
12-167-17-004	7.98	\$45,246	\$0	\$45,246	Harlan H Godfrey Residual Trust
12-166-04-000	19.22	\$63,268	\$0	\$63,268	CHM McDonald Family Limited Partnership
12-177-01-000	7.00	\$99,750	\$0	\$99,750	Shaheen Shaheen Et.Al.
12-141-05-000	1.52	\$86,400	\$0	\$86,400	G&D Construction, Inc.
12-163-24-012	3.87	\$378,312	\$0	\$378,312	Chandler & Brown, LLC
12-163-24-013	0.73	\$145,000	\$0	\$145,000	Chandler & Brown, LLC
12-163-24-004	0.67	\$145,625	\$0	\$145,625	Bruce Johnson Properties, LLC
12-163-24-005	0.67	\$120,000	\$0	\$120,000	Zorn Joseph Chris Jr.
12-163-24-006	0.78	\$189,000	\$0	\$189,000	Chung Riverburch, LLC
TOTALS	203.20	\$3,665,180	\$0	\$5,461,549	

CITY OF DALTON REDEVELOPMENT PLAN: WEST WALNUT AVE. CORRIDOR TAX ALLOCATION DISTRICT



NOVEMBER 2020

Prepared for the
City of Dalton, Georgia and the
Dalton-Whitfield County Joint Development Authority



Prepared by:



BleaklyAdvisoryGroup

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* Headings followed by a letter in parenthesis [e.g. (A)] denote information required per Georgia Code Chapter 36, Title 44.

EXECUTIVE SUMMARY

OVERVIEW

This plan presents the rationale, boundaries, fiscal data, and proposed projects which could result from the formation of the City of Dalton, Tax Allocation District #5– West Walnut Avenue. This redevelopment plan was prepared by Bleakly Advisory Group, Inc. (BAG) in conformance with the provisions of the Georgia Redevelopment Powers Law (O.C.G.A. Title 36 Chapter 44) which governs the creation of the Tax Allocation Districts (TAD) in the state. This plan was prepared in cooperation with the City of Dalton, on behalf of the Dalton-Whitfield County Joint Development Authority.

The redevelopment area described in this Plan includes 77 properties covering roughly 128.4 acres (within individual tax parcels). The significant characteristics of this area are: (a) it contains a large concentration of the City's commercial/retail space and is an important generator of local sales taxes; (b) as the main gateway to Downtown Dalton from I-75, inadequate transportation infrastructure and resulting peak period congestion are becoming a local concern, prompting planned improvements for the area; (c) some portions of the redevelopment area, particularly along Market Street, are beginning to exhibit characteristics of disinvestment and under-utilization, which are prerequisite to the establishment of Tax Allocation Districts; (d) despite the fact that the redevelopment area is mostly developed, there are still more than 24 acres with development potential, which are currently valued at only \$83,000 per acre; (e) the desired future development pattern for the area, as articulated in the Joint City/County Comprehensive Plan, is for its eventual transition to a more mixed-use, pedestrian friendly environment; and (e) general fund property tax collections from the real estate within this area average roughly \$9,030 per taxable acre for all taxing jurisdictions, combined.

The boundaries of the Redevelopment area and TAD are shown on the next page.

WHY THE REDEVELOPMENT AREA QUALIFIES AS A TAD

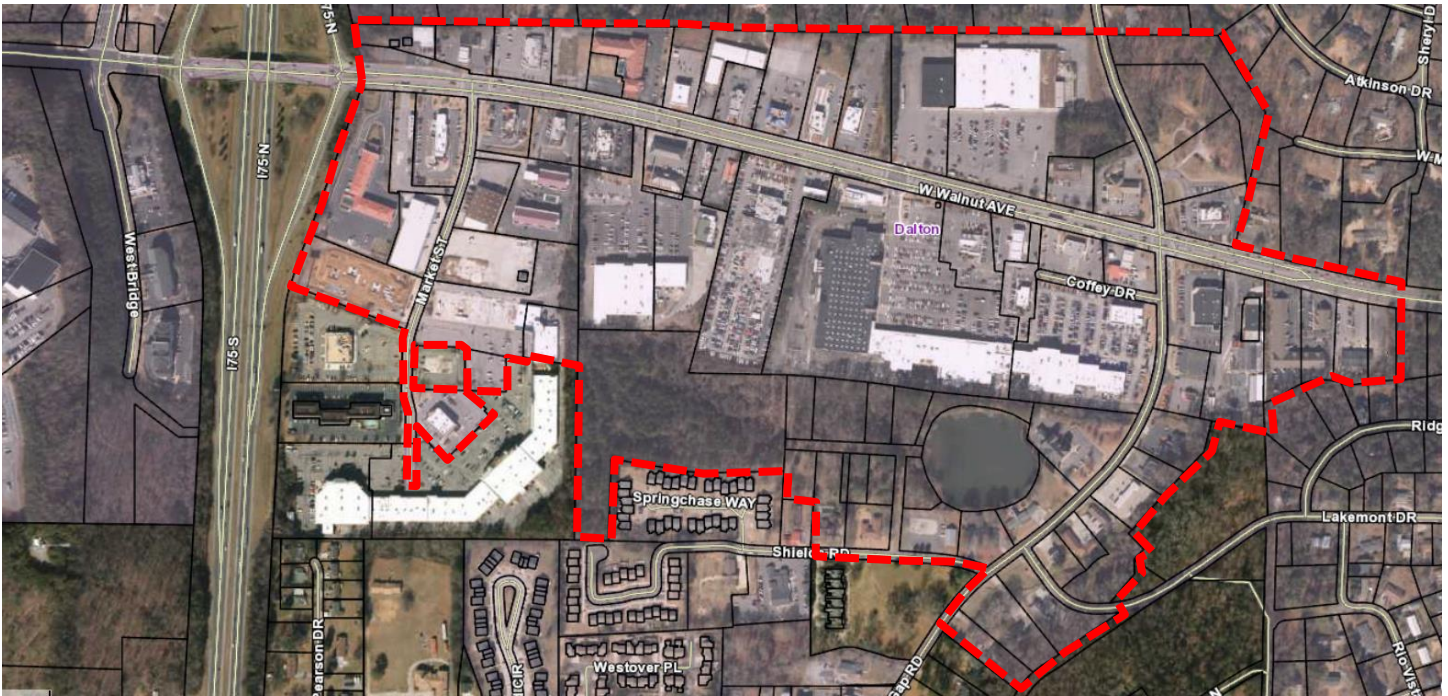
The City of Dalton has the authority to exercise all redevelopment and other powers authorized or granted municipalities pursuant to the Redevelopment Powers Law (Chapter 44 of Title 36 of the O.C.G.A.), as approved by Dalton voters by referendum in 2014.

The redevelopment area qualifies as a TAD under the following specific sections of the Redevelopment Powers Law:

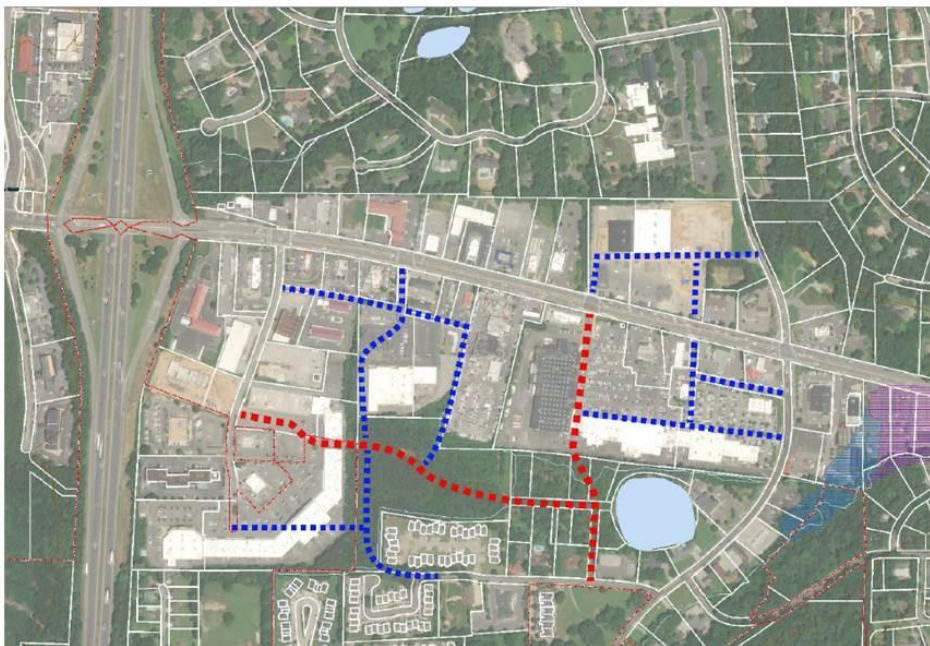
- C (ii) – Deteriorating and/or inadequate infrastructure either at present or following redevelopment.
- A (v) – The existence of conditions...that substantially impair the sound growth of the community.
- B (i) – The presence of structures or buildings that are 40 years old or older with no historic significance.

More detailed justification under these provisions appears in the full report.

Proposed West Walnut Avenue Redevelopment Area and Tax Allocation District
(The proposed Redevelopment Area and TAD share the same boundaries.)



CORRIDOR IMPROVEMENTS INFILL & CONNECTIVITY// WALNUT AVENUE



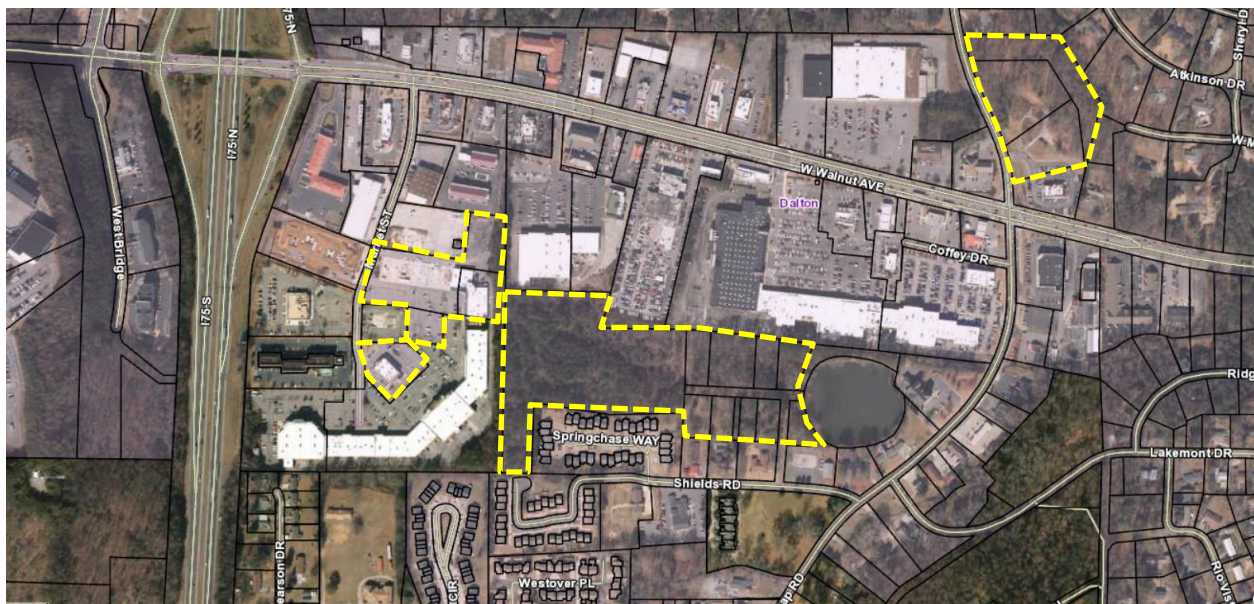
TAD #5 is intended to support proposed corridor and connectivity investments to improve access to the Dalton Outlet Shoppes, reroute a significant percentage of through-traffic to alleviate congestion and provide access to several vacant parcels. The long-term objective of these transportation improvements is to encourage the eventual transition of Market Street and nearby areas into a mixed-use node, consistent with the joint City and County Comprehensive Plan.

PROPOSED REDEVELOPMENT PROJECTS

The proposed Tax Allocation District #5 is intended to assist in the funding of public transportation improvements that will in turn support commercial infill development along and to the south of West Walnut Avenue, including the development of currently landlocked infill sites located to the south of the commercial corridor. The City is currently considering investments in transportation and connectivity improvements to reduce traffic congestion, enhance the appearance of public spaces and improve access to under-performing sites and vacant land. The impact of these public improvements is likely to increase the value of existing development and generate developer interest in infill sites. The general locations of potential infill opportunities are shown in the following exhibit. While development concepts for those parcels have not yet been prepared, the City's objective is to introduce more commercial infill development, mixed-use development, and more diverse, higher-quality housing options to the area. The certification of TAD #5 at the end of 2020 would enable property owners and developers to consider options to request TAD proceeds to enhance their projects and generate increased property and sales tax revenues to the City, County and School District.

Absent of having specific proposals to evaluate, BAG estimated the TAD's future development potential by first assembling data on existing development patterns, densities, and real estate values. After establishing a baseline of existing conditions, BAG then calculated reasonable future development quantities and resulting digest values by testing development scenarios for undeveloped parcels and then applying density adjustments and growth factors to the remaining developed sites. The resulting calculations increase the total developed building square footage within the TAD by roughly 289,000 to more than 1.17 million SF (32%). Average property values for existing buildings also increase by roughly 10%, raising the full market value of all taxable TAD parcels by \$38.6 million (46.4%) in total. Once achieved, estimated future real estate taxes would result in total annual TAD proceeds of approximately \$538,000 per year at build out, assuming all three taxing jurisdictions participate.

Potential West Walnut TAD Infill Sites



POTENTIAL TAD REVENUES AND BONDING CAPACITY

This plan estimates potential bond revenues from future development projects within the TAD, assuming the City of Dalton, the City's independent School District and Whitfield County pledge their respective M&O millage to the redevelopment effort. These tax allocation increments exclude additional general fund real estate taxes associated with the TAD's base digest value at the time it is certified, as well as any business personal property digest associated with future commercial development. BAG estimates that with redevelopment, all property within TAD #5 could generate total real estate taxes of \$56.3 million over the full 30-year life of the TAD. Of that total, slightly less than \$21.6 million (38.3%) would accrue as tax allocation increments to the TAD Special fund and the balance would continue to flow to the respective taxing jurisdictions' general funds. In nominal dollars these revenues grow slowly over the first several years, reaching roughly \$600,000 per year when build out occurs. Future values are then appreciated at an average rate of 1.5% per year thereafter.

In addition to nominal dollars, we prepared estimates of the net present value of those proceeds if discounted at rates ranging from 3% to 7%. The lower discount rates are illustrative of the capacity of TAD proceeds to help repay City issued bonds at interest rates that are typically available for financing public works projects. Discounting future TAD proceeds by 6% or 7% is more illustrative of the range of revenues which might be realized "up front" by private sources, for projects privately financed. BAG has also estimated annual tax allocation district proceeds generated in five-year increments over time periods ranging from 10 to 30 years. These shorter-term projections illustrate possible scenarios in which redevelopment costs are repaid early and the TAD is dissolved at the City's discretion, prior to the end of 30 years. Calculations are summarized as follows.

Estimated Total TAD Increment:		10 Years	15 Years	20 Years	25 Years	30 Years
Cumulative TAD Proceeds (Nominal \$)		\$3,001,939	\$6,618,565	\$10,964,172	\$15,798,480	\$21,564,824
NPV Discounted @ >>>>	3%	\$2,478,178	\$4,934,169	\$7,484,563	\$10,007,336	\$12,461,936
	4%	\$2,330,908	\$4,495,852	\$6,639,334	\$8,659,754	\$10,532,969
	5%	\$2,195,201	\$4,106,236	\$5,911,059	\$7,532,897	\$8,966,399
	6%	\$2,069,996	\$3,759,193	\$5,281,616	\$6,586,454	\$7,686,443
	7%	\$1,954,340	\$3,449,438	\$4,735,930	\$5,788,060	\$6,634,380

Source: Bleakly Advisory Group, Inc.

At typical financing periods of 20 or 25 years, forecasted TAD proceeds discounted at 3% to 4% return a net present value within a range of \$6.6 to \$10.0 million. This range suggests that if for example, the City chose to finance the construction of new road connections and streetscape improvements at typical interest rates available for public improvements, TAD proceeds could potentially "carry" the equivalent of \$7.5 to \$8.7 million in up-front bond principal. Forecasted TAD proceeds discounted at 6% to 7% return a much smaller net present value within a range of \$4.7 to \$6.6 million. This range is more illustrative of the TAD's potential value as an incentive tool to private developers if the City chose to support private investments, as opposed to using TAD proceeds as a funding source for public projects. Within either range of applied discount rates, TAD revenues appear to be significant enough to encourage the desired transition of the redevelopment area toward higher-quality development and land uses.

REDEVELOPMENT COSTS - PROPOSED USES OF TAD PROCEEDS

A representative allocation for the potential use of TAD Funds is itemized below. The intent is to employ TAD proceeds as available and necessary to help finance public improvements, make infill sites financially feasible to develop, and to attract the types of end-users that would positively impact the City and region.

Potential TAD Expenditures (Estimated Eligible Redevelopment Costs)	Lower Range		Upper Range	
	Est. % Allocation	Total TAD Funds	Est. % Allocation	Total TAD Funds
1. Traffic & Streetscape Improvements	50.0%	\$2,640,000	50.0%	\$5,005,000
2. Site Preparation/Development Costs	20.0%	\$1,056,000	20.0%	\$2,002,000
3. Building Rehabilitation/New Construction	30.0%	\$1,584,000	30.0%	\$3,003,000
Total Estimated TAD Funding:	100.0%	\$5,280,000	100.0%	\$10,010,000

Source: Bleakly Advisory Group, Inc.

Estimated TAD proceeds could be used for many purposes in numerous combinations. The table illustrates a representative broad distribution of fund uses among the priorities described in the redevelopment plan at different (low and high) projections of total available revenues. In practice, TAD proceeds will be allocated to specific purposes as development opportunities arise and as specific agreements are negotiated between developers and the City, and with prospective end users.

TAX ALLOCATION INCREMENT BASE

On or before December 31, 2020, the City of Dalton, acting as the redevelopment agent, will apply to the State Revenue Commissioner for a determination of the tax allocation increment base of the proposed tax allocation district. The estimated base digest of the TAD totals \$83.08 million, as summarized in the following table.

City of Dalton Redevelopment Plan TAD #5 Summary - West Walnut Avenue	
Number of Parcels	77
Total Acres	128.4
2020 Appraised (Full Market) Value - Estimated	\$84,893,115
2020 Taxable Digest (City and School District) @ 100%	\$83,080,716
2020 Taxable Digest (Whitfield County) @ 40%	\$33,232,286
City of Dalton 2020 M&O Taxable Digest	\$3,650,867,194
TAD #5 % of Dalton Digest	2.28%

Source: BAG, Whitfield County Tax Assessment Records and the Georgia Department of Revenue.

TAD #5 is estimated to consume 2.28% of the City's estimated M&O tax digest of more than \$3.65 billion. At current millage rates, real property taxes collected within the Tax Allocation District to serve as base are calculated at just under \$1.16 million, itemized as follows:¹

¹ At this time the City of Dalton has no plans to include commercial personal property within the base value of the TAD or to use tax allocation increments from personal property for redevelopment purposes.

Property Taxes to Serve as Base:	Base Digest x	Millage =	Total Taxes
City of Dalton (100%)	\$83,080,716	2.237	\$185,852
School District (100%)	\$83,080,716	8.200	\$681,262
Whitfield County (40%)	\$33,232,286	8.787	\$292,012
Total taxes collected within the TAD to Serve as Base:			\$1,159,126

SCHOOL DISTRICT IMPACTS

Georgia's Redevelopment Powers Law was amended during the 2009 legislative session to include a new provision under section 36-44-3(9)(R) for preparation of a "School System Impact Analysis." The proposed Tax Allocation District will support the rehabilitation and expansion of commercial properties, and the redevelopment of vacant buildings and the development of infill sites that currently lack adequate road access. The fiscal and economic impacts to the Dalton Public Schools from participating in the proposed TAD are estimated as follows:

1. The TAD will affect future appreciation on 2.3 percent of the School District's tax digest. The current amount of property taxes generated from real estate within the TAD, just under \$681,300 per year, will continue to go to the school system—only taxes associated with incremental real estate digest growth above the current base amount are pledged to the TAD.
2. No residential development is currently proposed for TAD #5, that would be expected to generate school enrollment. Available undeveloped parcels have the physical potential to add 30 to 50 students over the long term, depending on whether those parcels can be assembled and how they are developed in the future.
3. There are no Dalton Public School facilities located inside the boundaries of the TAD.
4. Upon completion of redevelopment projects and while the TAD is still in effect, the School District could receive roughly \$875,000 in annual property taxes from within the TAD, including certified base real estate taxes increased personal property taxes. If successful, the TAD could also generate significantly increased sales tax revenues during years in which ESPLOST is in effect, compared a scenario where no action is taken to strengthen the competitive position of retailers within the Walnut Avenue corridor.
5. The School District would receive an additional \$320,000 per year from real estate taxes from the TAD once all redevelopment costs are paid and the TAD is dissolved.

Thus the analysis concludes that the potential gains to the Dalton Public Schools from participating in the proposed TAD will be substantially positive due to the future growth in its tax digest and sales tax revenues, with limited resulting impacts on the demand for school services.

The following report explains the plan's findings in more detail.

INTRODUCTION

This plan presents the rationale, boundaries, fiscal data, and proposed projects which could result from the formation of the City of Dalton, Tax Allocation District #5: West Walnut Avenue. This redevelopment plan was prepared in conformance with the provisions of the Georgia Redevelopment Powers Law (O.C.G.A. Title 36 Chapter 44) which governs the creation of Tax Allocation Districts (TAD) in the state. This plan was prepared by Bleakly Advisory Group, Inc. (BAG) in cooperation with the City of Dalton and the Dalton-Whitfield Joint Development Authority.

The purpose of the proposed TAD is to support existing businesses and future development along the West Walnut Avenue Corridor, which is the primary gateway from Interstate 75 into Downtown Dalton. This area, including the proposed TAD and adjacent parcels located outside the City limits, contains more than 1.0 million SF of commercial development including an outlet center, supermarket anchored shopping centers, several hotels, restaurants, and small office buildings. Developed mainly during the late 1980's, several key "anchor" properties, particularly along market Street, are now under-performing. The corridor's transportation infrastructure and the overall attractiveness of public spaces are aging and in some cases are inadequate to meet the demands of today's consumers.

TAD #5 is intended to help fund needed transportation and connectivity improvements to strengthen one of Whitfield County's largest retail nodes and most important generators of local sales taxes. In addition to public improvements, the TAD may be used to support future retail or mixed-use infill development, as well as possible new rental or for-sale housing. The TAD could be used to enable the projects' respective developers to overcome the added costs of deficient infrastructure, demolition, off site costs, or other impediments which have made development of these properties economically unfeasible to date.

Definition and Contents of a Redevelopment Plan

Sec. 36-44-3(9) of the Redevelopment Powers Law defines a redevelopment plan as "a written plan of development for a redevelopment area or a designated portion thereof which:"

- (A) Specifies the boundaries of the proposed redevelopment area;
- (B) Explains the grounds for a finding by the local legislative body that the redevelopment area on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the redevelopment plan;
- (C) Explains proposed uses after redevelopment of real property;
- (D) Describes proposed redevelopment projects and explains the proposed method of financing;
- (E) Describes any contracts, agreements, or other instruments which are proposed to be entered into for the purpose of implementing the plan;
- (F) Describes the type of relocation payments proposed to be authorized, if any;
- (G) Includes a statement that the proposed redevelopment plan conforms to the local comprehensive plan, master plan, zoning ordinance, and building codes of the political subdivision;
- (H) Estimates redevelopment costs to be incurred or made during the course of implementing the redevelopment plan;
- (I) Recites the last known assessed valuation of the redevelopment area and estimates the assessed valuation after redevelopment;
- (J) States that if any property to be redeveloped is defined or eligible to be defined as a historic property, such historic property will not be substantially altered in any way that is inconsistent with technical standards for rehabilitation; or demolished unless feasibility for reuse has been fully evaluated;

(Continued on next page)

The purpose of this redevelopment plan is to outline a strategy to leverage tax increments from development projects to both make needed public improvements and to offset high site development costs and support new construction. By using the City's redevelopment powers, the intent of this plan is to achieve better quality, higher density development and resulting increased job creation in a much shorter timeline, than would be feasible absent of the proposed TAD.

Required information to support the creation of Tax Allocation Districts in Georgia is outlined in the text box at right. This redevelopment plan follows that general outline. Section headings followed by a letter in parenthesis [e.g. (A)] refer to the relevant section in Georgia Code Chapter 36, Title 44, § 3(9) which defines the required contents of redevelopment plans.

OVERVIEW OF TAX ALLOCATION DISTRICTS

Tax allocation districts are Georgia's version of tax increment financing. Tax increment financing is a redevelopment funding mechanism that reinvests the future taxes from real estate development back into a project as an incentive to attract new private investment into an area. As described by the Council of Development Finance Agencies. (www.cdfa.net), TIF was created and first used in California in 1952. Hundreds of TIF districts have helped spur urban redevelopment in cities across the country. Today, all 50 states and the District of Columbia use tax increment financing.

In 1985, the Georgia General Assembly authorized the formation of Georgia's form of tax increment financing called Tax Allocation Districts (TAD). The purpose of a Georgia tax allocation district is similar to tax increment financing in any other state. It uses the increased property taxes generated by new development within a designated redevelopment area to finance costs related to the development, such as building construction, demolition, public infrastructure, land acquisition, relocation, utilities, debt service and planning costs. Other redevelopment costs a TAD might cover include but are not limited to:

- Sewer expansion and repair
- Storm drainage
- Street construction and expansion
- Water supply
- Park improvements
- Bridge construction and repair
- Curbs, sidewalks and streetscapes
- Grading and earthwork
- Traffic control
- Parking structures, etc.

Sec. 36-44-3(9) continued:

- (K) Specifies the proposed effective dates for the creation and termination of the TAD;
- (L) Contains a map specifying the boundaries of the proposed TAD and showing existing uses and conditions of real property;
- (M) Calculates the estimated tax allocation increment base of the proposed TAD;
- (N) Specifies ad valorem property taxes to be used for computing tax allocation increments, supported by a required resolution;
- (O) Specifies the amount of the proposed tax allocation bond issue or other financing and the term and assumed interest rate for such financing;
- (P) Estimates positive tax allocation increments for the period covered by the term of the proposed tax allocation bonds or other financing;
- (Q) Specifies the property proposed to be pledged for payment or security for payment of tax allocation bonds;
- (R) Includes a school system impact analysis if the plan proposes to include in the tax allocation increment, ad valorem taxes levied by a board of education; and
- (S) Includes such other information as may be required by resolution of the political subdivision whose area of operation includes the proposed redevelopment area.

Cities and counties throughout Georgia have created TADs to stimulate major new construction or rehabilitation in underdeveloped or blighted areas. Roughly 80 Georgia cities and counties have created TADs in their communities. A TAD offers local governments the opportunity to promote worthwhile redevelopment projects that would otherwise not be financially viable, or are located in areas which would otherwise be unattractive to private investment.

Prior to the last Recession in 2008 and 2009, other Georgia tax allocation districts such as Atlantic Station (Midtown Atlanta) and Camp Creek Marketplace (East Point), demonstrated the economic benefits which a TAD can generate. These benefits include:

- **A stronger economic base**— TAD incentives can attract private development that would not otherwise have occurred absent of the District designation.
- **The halo effect**—Several Georgia TADs have generated significant new investment in areas surrounding the TAD as well as within the tax allocation districts, further expanding positive economic impacts to the host taxing jurisdictions.
- **No impact on current tax revenues**—Redevelopment is effectively promoted without tapping into existing general governmental revenues or levying special assessments on property owners.
- **Expands the local tax base**—By stimulating economic activity, TADs expand the local tax digest, create additional demand for retail sales and as a result, local sales taxes.
- **Is self-financing**—A TAD is self-financing, since it is funded by the increased tax revenues from new development within the district.
- **High leverage**—Typically TAD funds represent between 5-15% of project costs, leveraging 7-20 times their value in private investment.

In summary, a tax allocation district is a financing mechanism that can be used to pay for public infrastructure and/or to reduce private development costs, to make an underutilized area attractive to private investment and development, at no additional cost to local taxpayers. Establishing a TAD does not create a tax increase for either the community or property owners within the District. Nor does a TAD reduce tax revenues to the community, below levels which existed at the time the District was certified. In many cases, TADs can increase general fund revenues from new business personal property taxes, added county sales taxes, hotel/motel taxes, business license fees and other revenues which are not pledged for redevelopment purposes and would not otherwise occur.

PURPOSE AND VISION FOR THE PROPOSED TAX ALLOCATION DISTRICT

This Plan proposes the designation of a Tax Allocation District located on the easterly side of I-75 at SR 52 (West Walnut Avenue), which is the primary commercial corridor used to access Downtown Dalton from the Interstate. The purpose and vision for the redevelopment area and this redevelopment plan are to:

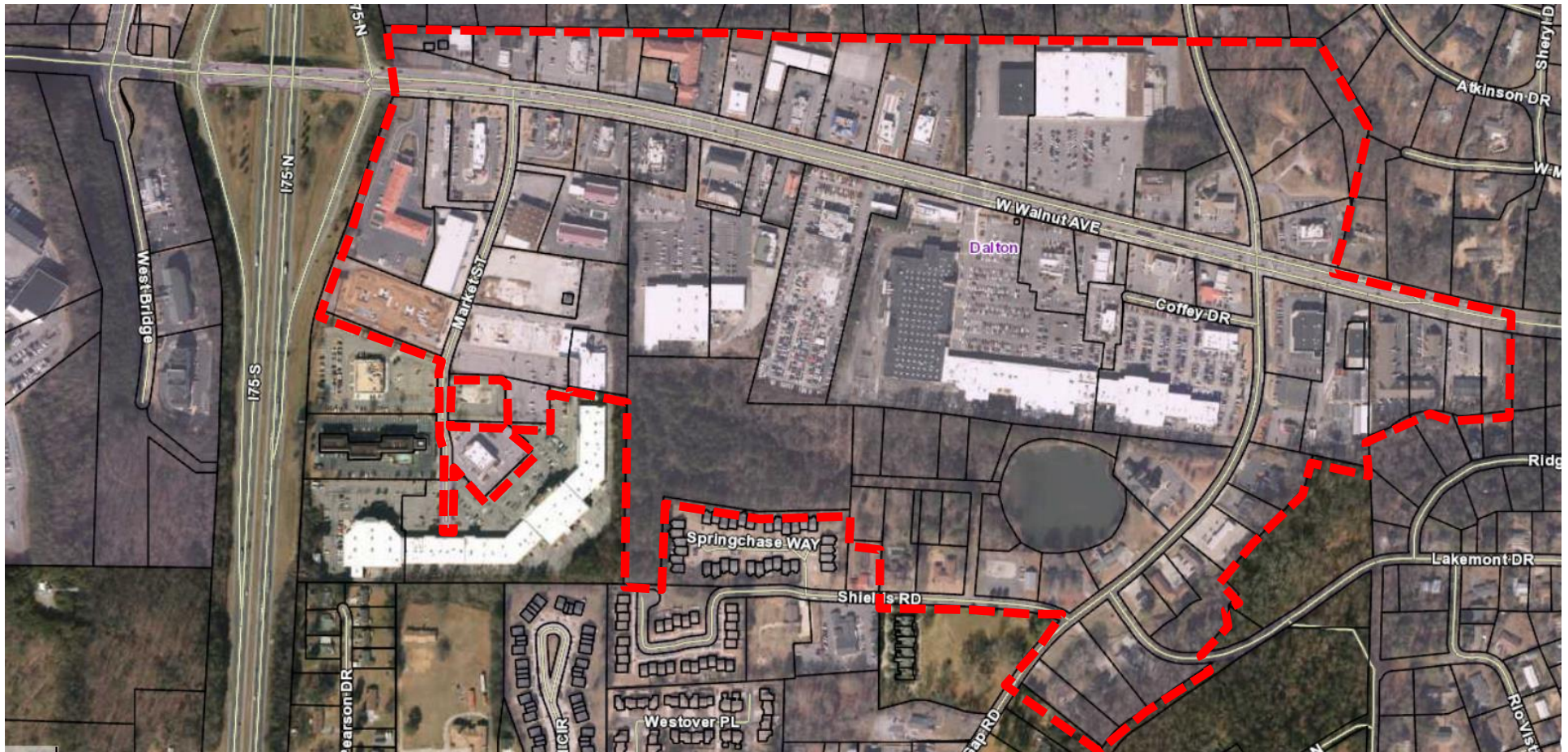
- Strengthen one of Whitfield County’s largest and most important retail nodes, by making transportation improvements to the area, strategically encouraging commercial and residential infill, and expanding/upgrading existing buildings. The purpose of the transportation improvements is to reduce traffic congestion, improve connectivity with surrounding residential neighborhoods, better serve local consumers, retain resident retail sales, and attract new retail spending and resulting sales tax revenues to Whitfield County.
- Use the tool of tax increment financing to reduce the presence of under-utilized properties in prime commercial locations, to transition those buildings to higher-valued uses, and to achieve higher quality, higher valued and higher density development than would otherwise be financially feasible.
- Encourage job creation while improving the physical condition of under-performing parcels.
- Encourage the area’s desired transition over time from a “Regional Activity Center” characterized by typical single-story suburban shopping centers with limited parking lot landscaping, minimal office space and housing, into more of a “mixed-use, walkable center of commerce” that attracts customers from a regional market and includes a variety of housing choices.
- By so doing, encourage investment in currently undeveloped, landlocked lots located to the south of Walnut Avenue.

The opportunity for the City of Dalton is to selectively use the funding mechanism of a TAD to help finance public improvements that will in turn leverage private reinvestment. Where needed, the TAD may also enable the City to offer targeted financial incentives to help make the redevelopment of key sites and catalyst projects financially feasible. In a redevelopment area that encompasses a large geography with many individual tax parcels, not every property is blighted and not every parcel will be redeveloped. Over time, however, the redevelopment area in its entirety can be positively impacted by the cumulative effects of public improvements and multiple individual investments. This plan is intended to help the City respond to those market opportunities as they arise.

GEOGRAPHIC BOUNDARIES OF THE PROPOSED REDEVELOPMENT AREA (A)

As part of an initial analysis of the area, BAG collected tax parcel data for the geography that was generally described above. This general area is populated with existing shopping centers, hotels, free standing restaurants, and other commercial buildings, as well as accessory parking lots and undeveloped land. The area is surrounded by Interstate 75 to the west, and residential neighborhoods to the north, south and east.

MAP 1: PROPOSED DALTON REDEVELOPMENT AREA
(The Proposed Redevelopment Area and TAD Share the Same Boundaries)

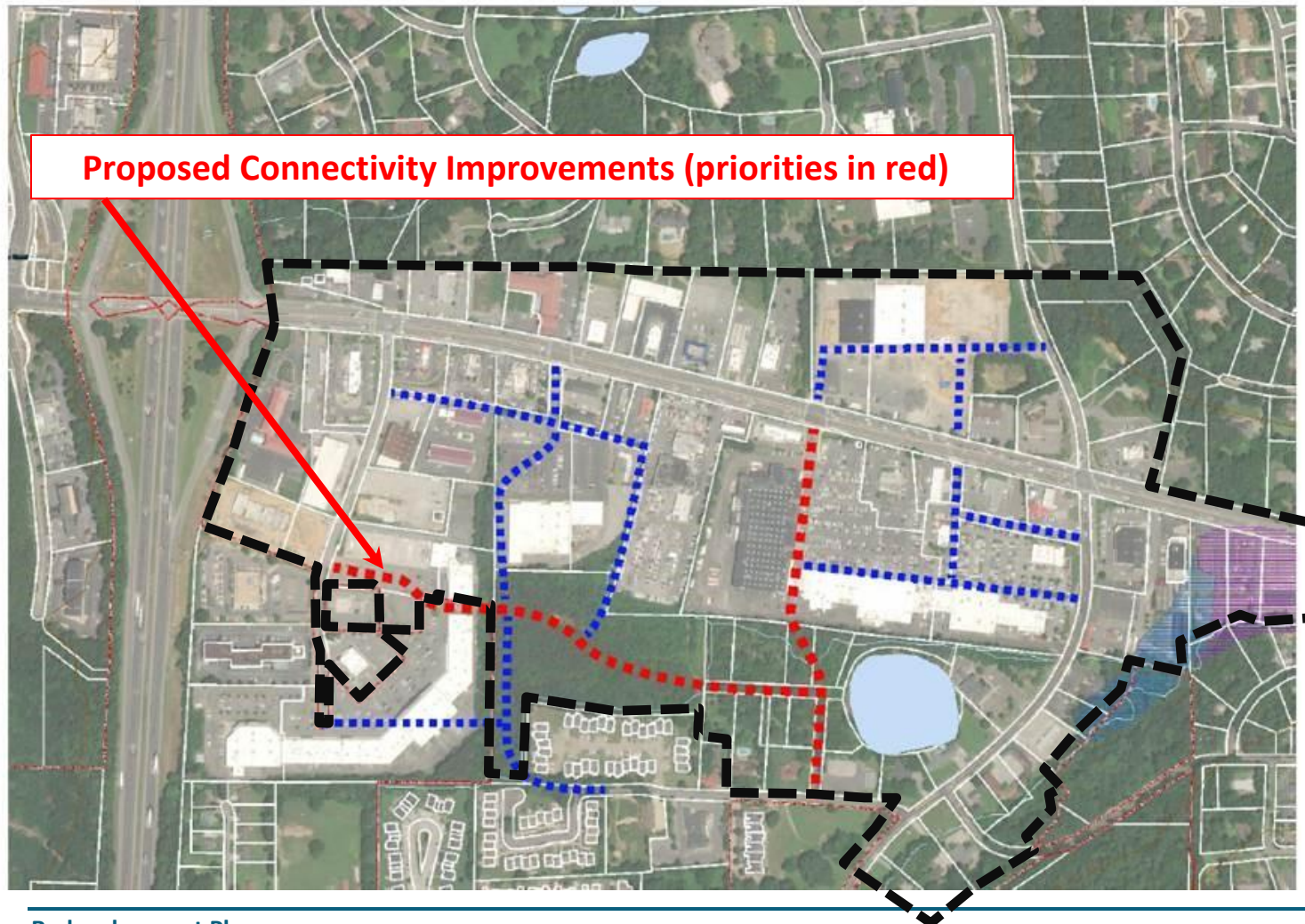


Note: The boundaries of the redevelopment area include the tax parcels shown, as well as all public rights of way located either inside or forming the Area's boundaries. The Dalton Factory Outlet Stores, an adjacent hotel and restaurant are located in unincorporated Whitfield County and are not included within the redevelopment area.

MAP 2: PROPOSED DALTON REDEVELOPMENT AREA

(Approximate Boundaries of Proposed TAD #5 are inside the black dashed line)

CORRIDOR IMPROVEMENTS INFILL & CONNECTIVITY// WALNUT AVENUE



Proposed Connectivity Improvements (priorities in red)

***Note:** The proposed corridor and connectivity investments would improve access to the Dalton Outlet Stores, reroute a significant percentage of through traffic to alleviate congestion and provide access to several vacant residential parcels. A long-term objective of these proposed transportation improvements is to encourage the eventual transition of Market Street into a mixed-use node.*

The proposed boundaries for the Redevelopment Area and TAD are shown on Map 1. The Redevelopment Area includes 77 properties covering roughly 128 acres (within individual tax parcels). This acreage estimate does not include streets, rights of way and 5 parcels that are not located within the Dalton City limits. The significant factors regarding this area are: (a) it is almost entirely commercial in terms of land use, with only 4 housing units included within its boundaries; (b) with the recent downsizing of the Walnut Square Mall, this redevelopment area may now be the largest retail node in Whitfield County, with nearly 656,000 SF of retail space within the TAD and additional 140,000 SF retail development on adjacent parcels in the unincorporated County; and (d) general fund property tax collections from real estate within this area average \$9,030 per taxable acre, which is 37% above the average of all taxable acreage City-wide.² The distribution of redevelopment area properties shown in Map 1, by land use, appears in the following table.

Table 1: Summary of Redevelopment Area Parcels by Land Use

Row Labels	Number of Parcels	Total Acreage	Building Area (SF)	Full Market Value				City Digest
				Land	Buildings	Accessory	Total	
Banks	2	2.00	8,101	\$892,500	\$747,028	\$181,929	\$1,821,457	\$1,821,457
Car Dealer	1	5.21	36,330	\$1,815,584	\$874,396	\$0	\$2,689,980	\$2,689,980
Car Wash	1	0.71	2,574	\$112,500	\$135,103	\$0	\$247,603	\$247,603
Convenience Store	1	0.45	2,400	\$75,000	\$86,643	\$0	\$161,643	\$161,643
Gas Station/Convenience	3	1.98	6,311	\$1,003,612	\$369,843	\$594,675	\$1,968,130	\$1,968,130
Gas Station	1	0.75	1,914	\$392,040	\$123,993	\$148,500	\$664,533	\$664,533
Discount Store	1	1.05	24,446	\$909,563	\$482,430	\$0	\$1,391,993	\$1,391,993
Drug Store	1	0.9	15,578	\$708,750	\$1,164,784	\$0	\$1,873,534	\$1,873,534
Dry Cleaner	1	0.39	1,535	\$34,145	\$81,663	\$0	\$115,808	\$115,808
Tax Exempt (Religious)	1	2.12	9,423	\$756,000	\$994,479	\$0	\$1,750,479	\$0
Hotel	4	8.2	155,703	\$3,563,344	\$7,217,923	\$33,519	\$10,814,786	\$10,814,786
Undeveloped Lots	15	24.4	-	\$2,028,363	\$0	\$0	\$2,028,363	\$1,966,443
Nbhd Shopping Ctr	8	37.21	432,497	\$14,224,171	\$19,772,817	\$0	\$33,996,988	\$33,996,988
Office	7	7.41	46,369	\$1,348,438	\$2,025,683	\$0	\$3,374,121	\$3,374,121
Parking Lot	2	3.05	-	\$763,350	\$0	\$0	\$763,350	\$763,350
Pond	1	3.03	-	\$15,255	\$0	\$0	\$15,255	\$15,255
Fast Food Restaurants	7	6.28	23,935	\$3,359,150	\$2,422,496	\$269,388	\$6,051,034	\$6,051,034
Full Service Restaurants	10	10.75	44,849	\$5,155,996	\$3,957,177	\$14,599	\$9,127,772	\$9,127,772
Retail Stores	5	7.61	46,392	\$2,852,086	\$1,890,096	\$177,418	\$4,919,600	\$4,919,600
SFR	4	3.91	9,602	\$81,060	\$534,587	\$44,541	\$660,188	\$660,188
Warehouse	1	0.96	16,968	\$216,000	\$240,498	\$0	\$456,498	\$456,498
Total - All TAD Parcels	77	128.37	884,927	\$40,306,907	\$43,121,639	\$1,464,569	\$84,893,115	\$83,080,716

Source: Whitfield County Tax Assessment/GIS data and Bleakly Advisory Group, Inc.

The proposed TAD #5 is sized to include the bulk of the West Walnut Avenue retail node that is within the City limits of Dalton, as well as currently landlocked parcels to the south of the corridor. This area has been proposed for transportation and connectivity improvements (identified in Map 2) that are designed to relieve traffic congestion and improve the performance of retail businesses in the area. The main purpose of TAD #5 is to create a mechanism to help fund these planned public improvements, thereby encouraging investments in existing developed properties and new infill projects as opportunities arise.

In addition to funding public improvements, the TAD could be used on a selective basis to support early catalyst projects that may not be economically feasible otherwise. Through the mechanism

² Includes real estate taxes collected by the City of Dalton, the Dalton School District and Whitfield County.

of the TAD, the City could choose to dedicate a portion of future increases in ad-valorem real estate taxes to be invested in the projects themselves, to make those projects financially feasible. The projects would in turn increase other tax revenues from business personal property and sales taxes, and further help to increase the value of nearby real estate. The development and expansion these sites could therefore generate significant fiscal benefits for the City, County and School District, as well as provide more employment opportunities for Dalton area residents. Existing and desired future land uses within TAD #5 are addressed in Section L of this report.

GROUNDS FOR EXERCISE OF REDEVELOPMENT POWERS (B)

Tax Allocation Districts (TAD) are authorized in Georgia under the Redevelopment Powers Law, O.C.G.A. Title 36, Chapter 44. In 2009, the Redevelopment Powers Law was amended, with the following definition of a "redevelopment area".

'Redevelopment area' means an urbanized area as determined by current data from the US Bureau of the Census or an area presently served by sewer that qualifies as a 'blighted or distressed area', a 'deteriorating area,' or an 'area with inadequate infrastructure' as follows:

(A) A 'blighted or distressed area' is an area that is experiencing one of more conditions of blight as evidenced by:

- (i) The presence of structures, buildings, or improvements that by reason of dilapidation; deterioration; age; obsolescence; inadequate provision for ventilation, light, air, sanitation, or open space; overcrowding; conditions which endanger life or property by fire or other causes; or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency, or crime and are detrimental to the public health, safety, morals, or welfare;*
- (ii) The presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures, the predominance of a defective or inadequate street layout, or transportation facilities; or faulty lot layout in relation to size, accessibility, or usefulness;*
- (iii) Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the U.S. Bureau of the Census, and an unemployment rate that is 10 percent higher than the state average;*
- (iv) Adverse effects of airport or transportation related noise or environmental contamination or degradation or other adverse environmental factors that the political subdivision has determined to be impairing the redevelopment of the area; or*
- (v) The existence of conditions through any combination of the foregoing that substantially impair the sound growth of the community and retard the provision of housing accommodations or employment opportunities;*

(B) A 'deteriorating area' is an area that is experiencing physical or economic decline or stagnation as evidenced by two or more of the following:

- (i) The presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance;*
- (ii) High commercial or residential vacancies compared to the political subdivision as a whole;*
- (iii) The predominance of structures or buildings of relatively low value compared to the value of structures or buildings in the surrounding vicinity or significantly slower growth in the property tax digest than is occurring in the political subdivision as a whole;*
- (iv) Declining or stagnant rents or sales prices compared to the political subdivision as a whole;*

- (v) *In areas where housing exists at present or is determined by the political subdivision to be appropriate after redevelopment, there exists a shortage of safe, decent housing that is not substandard and that is affordable for persons of low and moderate income;*
- (vi) *Deteriorating or inadequate utility, transportation, or transit infrastructure; and*

(C) An ‘area with inadequate infrastructure’ means an area characterized by:

- (i) *Deteriorating or inadequate parking, roadways, bridges, pedestrian access, or public transportation or transit facilities incapable of handling the volume of traffic into or through the area, either at present or following redevelopment; or*
- (ii) *Deteriorating or inadequate utility infrastructure either at present or following redevelopment.*

WHY THE PROPOSED REDEVELOPMENT AREA QUALIFIES UNDER THE REDEVELOPMENT POWERS LAW

The City of Dalton has the authority to exercise all redevelopment and other powers authorized or granted municipalities pursuant to the Redevelopment Powers Law (Chapter 44 of Title 36 of the O.C.G.A.), as approved by Dalton voters by referendum in November of 2014.

The area identified on Map 1 meets the statutory definition of a Redevelopment Area under as many as four specific provisions of the Redevelopment Powers Law. These provisions are not equally applicable or prevalent throughout the entire area but meet the intent of the Statute. The most relevant section is under subsection C(ii) – The area includes locations with “deteriorating and/or inadequate infrastructure at present and following redevelopment.”

C (ii) – DETERIORATING AND/OR INADEQUATE INFRASTRUCTURE

Evidence that portions of the redevelopment area suffer from “deteriorating or inadequate infrastructure” is provided by the fact that the City has extensively studied and made plans to make transportation improvements to the area. The proposed TAD #5 could be a partial funding source for these improvements and could also provide a significant inducement to assist in attracting qualified developers for these properties. The availability of TAD financing can be leveraged to enable a higher density, quality and value of new construction than would otherwise be possible absent of the TAD.

The redevelopment area is a key commercial node for retail sales and lodging; and is an employment center and sales tax generator for the City of Dalton, Whitfield County, and the Dalton Independent School District. The area is anchored by the “Market Street Shoppes” of Dalton, an approximate 200,000 SF outlet center, plus two supermarket anchored shopping centers, several hotels, restaurants, and free-standing commercial buildings. The area is currently inadequately served by public infrastructure, particularly connecting streets, which has increased traffic congestion and served to make Downtown Dalton less accessible to the interstate during peak traffic periods. The quality of streetscapes in the area is also deficient at several locations and is incompatible with the City’s desired goal of making West Walnut Avenue a premier gateway to Downtown Dalton. A combination of these factors has negatively impacted nearly 20 acres along Market Street, which dead ends at the outlet shops and has shown recent evidence of physical deterioration and declining sales. Without proposed public improvements, the future of these properties is uncertain and risks a significant loss of property and sales tax revenues to local governments.

In addition to its primary qualification under section C(ii) the redevelopment area also qualifies under the following:

- A(v) – The area exhibits the existence of conditions “that substantially impair the sound growth of the community;”
- B (i) – The area includes several locations with the “presence of structures or buildings that are 40 years old or older with no historic significance;”
- B (ii, iii) – The area includes several locations with “high commercial or residential vacancies” and where there is a “predominance of structures or buildings of relatively low value.

Because the redevelopment area contains only five residential units, no effort is made to qualify the area based on the demographic criteria under the statute.

PROPOSED LAND USES AFTER REDEVELOPMENT (C)

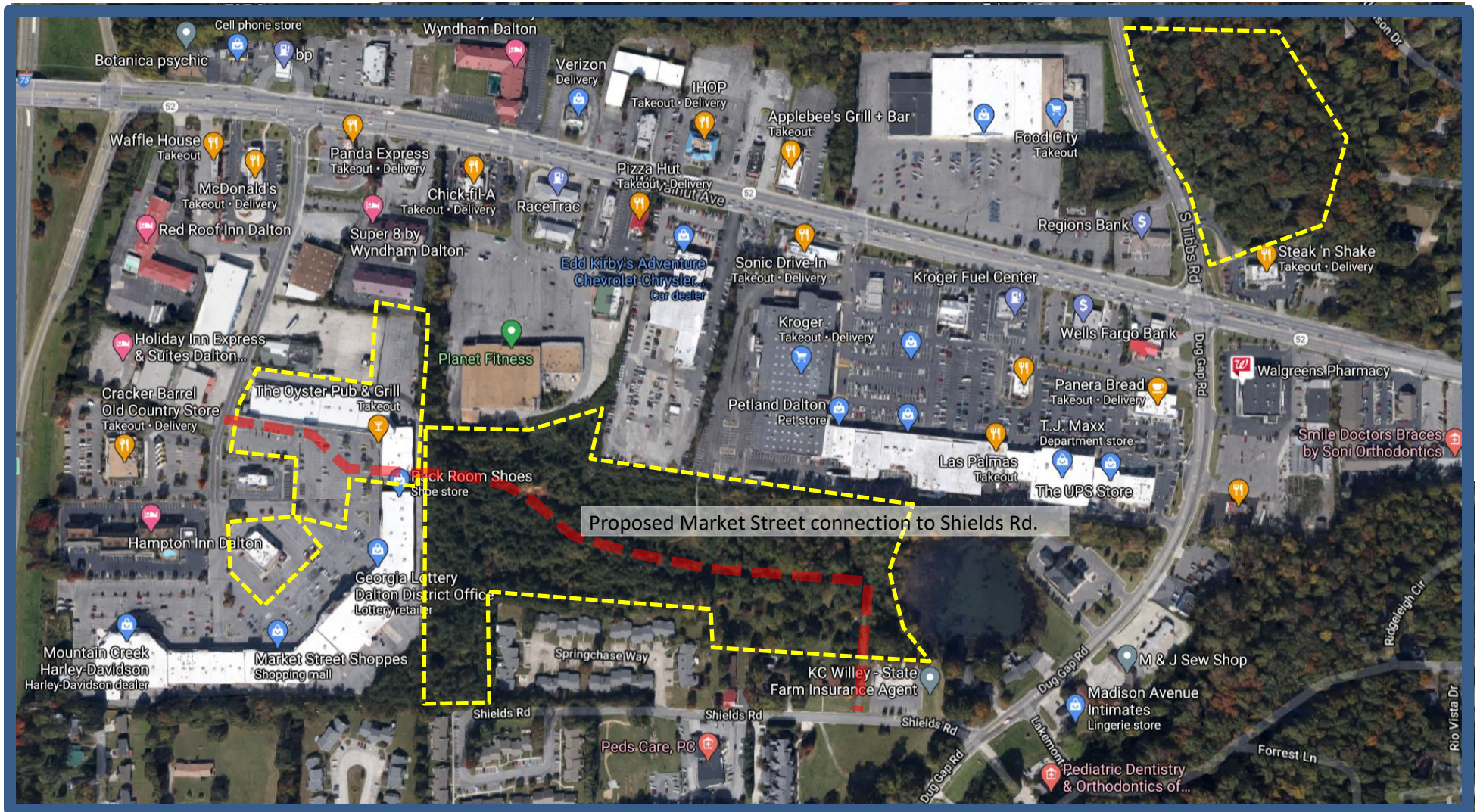
The proposed Tax Allocation District #5 is intended to support public transportation improvements that will support commercial infill development along and to the south of West Walnut Avenue, including the development of currently landlocked infill sites located to the south of the commercial corridor. Development concepts for those parcels have not yet been prepared, but the City’s objective is to introduce more commercial infill development, mixed-use development, and more diverse, higher-quality housing options to the area. Housing goals for the TAD are consistent with the “Believe Greater Dalton” Housing Strategy adopted in 2019. The certification of TAD #5 at the end of 2020 would enable property owners and developers to consider options to request TAD proceeds to enhance their projects and generate increased property and sales tax revenues to the City, County and School District.

PROPOSED REDEVELOPMENT PROJECTS AND METHOD OF FINANCING (D)

At this time, no specific private redevelopment projects have been proposed by developers within TAD #5. As illustrated on Map 2, the City is currently considering investments in transportation and connectivity improvements to reduce traffic congestion, enhance the appearance of public spaces and improve access to under-performing sites and vacant land. The impact of these public improvements is likely to increase the value of existing development and generate developer interest in infill sites. The general locations of potential infill opportunities are shown on Map 3.

BAG inventoried all tax parcels within the proposed TAD and found 15 parcels totaling 24.4 acres which currently have no building improvements. The remaining 104 acres contain nearly 885,000 SF of existing buildings. Of that inventory, roughly 800,000 SF are occupied by the types of land uses that would directly benefit from planned public improvements, including 666,000 SF that is primarily retail in nature. This estimate excludes another 183,000 SF of commercial buildings located in unincorporated Whitfield County, which could also be impacted by planned public improvements but are not physically located within TAD #5. Most of this space is associated with the Market Street Shoppes Outlet Center at the south end of Market Street.

MAP #3 – EXISTING RETAIL DEVELOPMENT AND POTENTIAL INFILL SITES



Note: Although the Market Street Shoppes Outlet Center is located in unincorporated Whitfield County and not part of the proposed TAD, the City's planned improvements to Market Street and its connection to Shields Rd. are intended to support and encourage that center's transition to mixed use over time.

As previously outlined, the purpose of this plan is to encourage new retail infill development along West Walnut Avenue and Market Street, including future investment in the Market Street Shoppes Outlet Center that lies just outside the TAD. It is anticipated that some reinvestment and value growth on already developed sites would follow the City's investment in transportation and connectivity improvements to the area. Additional residential development and digest growth could then occur on undeveloped sites that are made more accessible by those public improvements. The addition of new housing units and higher income households within the TAD, transitioning to more of a mixed-use environment, would further enhance the value of existing commercial land uses.

Absent of having specific proposals to evaluate, BAG estimated the TAD's future development potential by first assembling data on existing development patterns, densities, and real estate values. This information is summarized in Table 2. As noted above, the TAD contains 24.4 acres in 15 parcels that have no associated buildings. Some of this land is accessory to commercial businesses and used for parking, but most parcels appear to be capable of supporting future development if assembled. As is also shown in the table, several land uses are developed to a relatively low density (10,000 SF per acre or less) and the entire TAD averages less than 6,900 SF of developed buildings per acre. Existing buildings are also assessed at a relatively low value per SF. We also isolated more than 21 acres and almost 82,000 SF of buildings that are unlikely to change much in value or impact TAD revenues due to planned public improvements. Prospects for future digest growth are therefore focused on the remaining parcels.

Table 2: Summary of Existing Conditions – West Walnut Avenue TAD

Existing Land Use	Parcel Count	Total Acres	Existing Building SF	Land Value	Building Value	Accessory Improvements	Full Market Value (FMV)
Undeveloped Lots	15	24.40	-	\$2,028,363	\$0	\$0	\$1,966,443
Commercial/Retail (Free Standing)	11	12.07	109,893	\$4,908,044	\$4,081,217	\$177,418	\$9,166,679
Shopping Centers/Lg Pcls	11	45.47	468,827	\$16,803,105	\$20,647,213	\$0	\$37,450,318
Restaurants	17	17.03	68,784	\$8,515,146	\$6,379,673	\$283,987	\$15,178,806
Hotels	4	8.20	155,703	\$3,563,344	\$7,217,923	\$33,519	\$10,814,786
Not Impacted	19	21.20	81,720	\$4,488,905	\$4,795,613	\$969,645	\$8,503,684
TOTALS	77	128.37	884,927	\$40,306,907	\$43,121,639	\$1,464,569	\$83,080,716

Existing Land Use	Total Acres	Existing Building SF	Current FMV/Acre	Improvements Value/SF	Current FMV/SF	Average SF/AC	Current FAR (Floor Area Ratio)
Undeveloped Lots	24.40	-	\$80,592	\$0.00	\$0.00	-	-
Commercial/Retail (Free Standing)	12.07	109,893	\$759,460	\$38.75	\$83.41	9,105	0.209
Shopping Centers/Lg Pcls	45.47	468,827	\$823,627	\$44.04	\$79.88	10,311	0.237
Restaurants	17.03	68,784	\$891,298	\$96.88	\$220.67	4,039	0.093
Hotels	8.20	155,703	\$1,318,876	\$46.57	\$69.46	18,988	0.436
Not Impacted	21.20	81,720	\$401,117	\$70.55	\$104.06	3,855	0.088
TOTALS	128.37	884,927	\$647,197	\$50.38	\$93.88	6,894	0.158

Source: Whitfield County Tax Assessment Records and Bleakly Advisory Group, Inc.

After establishing a baseline of existing conditions, BAG then calculated reasonable future development quantities and resulting digest values by testing development scenarios for undeveloped parcels and applying density adjustments and growth factors to the remaining developed parcels. These forecasts assume that at minimum, the proposed connection from Market Street to Shields Road is implemented in a timely manner. This improvement would open access to approximately 14 of the 24 undeveloped acres within the TAD for residential development. The most likely scenario for these parcels would be as either townhomes or market

rate rental housing. In addition, we forecasted marginal increases in density and taxable values per SF on remaining parcels. This information is summarized in Table 3.

Table 3: Summary of Potential Future Development – West Walnut Avenue TAD

Future Conditions at Build Out	Total Acres	Future FAR	Future SF/Acre	Land Value Appreciation	Improvements Value/SF	Future FMV/SF
Undeveloped Lots	24.4	0.26	11,326	150.0%	\$90.00	\$108.35
Commercial/Retail (Free Standing)	12.1	0.21	9,148	15.0%	\$45.00	\$96.12
Shopping Centers/Lg Pcls	45.5	0.24	10,454	15.0%	\$50.00	\$90.65
Restaurants	17.0	0.10	4,356	10.0%	\$100.00	\$226.26
Hotels	8.2	0.44	18,988	10.0%	\$55.00	\$80.17
Not Impacted	21.2	0.09	3,855	0.0%	\$52.00	\$106.93
TOTALS	128.4	0.21	9,143	18.6%	\$62.91	\$103.65

Future Conditions at Build Out	Total Acres	Future Building SF	Future Land Value	Future Building Value	Future Full Market Value (FMV)	Future FMV/Acre
Undeveloped Lots	24.4	276,345	\$5,070,908	\$24,871,018	\$29,941,925	\$1,227,128
Commercial/Retail (Free Standing)	12.1	110,412	\$5,644,251	\$4,968,519	\$10,612,770	\$879,268
Shopping Centers/Lg Pcls	45.5	475,362	\$19,323,571	\$23,768,078	\$43,091,649	\$947,694
Restaurants	17.0	74,183	\$9,366,661	\$7,418,268	\$16,784,929	\$985,609
Hotels	8.2	155,703	\$3,919,678	\$8,563,665	\$12,483,343	\$1,522,359
Not Impacted	21.2	81,720	\$4,488,905	\$4,249,440	\$8,738,345	\$412,186
TOTALS	128.4	1,173,723	\$47,813,973	\$73,838,988	\$121,652,961	\$947,674

Source: Bleakly Advisory Group, Inc.

The resulting calculations increase the total developed building square footage within the TAD by roughly 289,000 SF (32%), to a new total of more than 1.17 million SF. Average property values for existing buildings also increase by roughly 10%, raising the full market value of all taxable TAD parcels by \$38.6 million (46.4%) in total. Although substantial, the resulting development density at build out remains less than 9,200 SF/acre and a modest .21 FAR. Once achieved, estimated future real estate taxes would result in total annual TAD proceeds of approximately \$538,000 per year at build out, assuming all three taxing jurisdictions participate. This forecast appears to be conservative and achievable over a 7 to 10-year period if planned public improvements succeed in transitioning the area to a more mixed-use environment. If the adjacent outlet mall property in the County also redevelops over this period into a mixed-use development, resulting impacts on nearby TAD parcels could be significantly greater than estimated here.

It is anticipated that the primary method of financing redevelopment within the TAD will be through private equity and debt. The bulk of the TAD incentive to encourage redevelopment would result indirectly from the value of public improvements made within the District as opposed to direct financial contributions. However, TAD proceeds could be used selectively to supplement private financing and to reduce overall development costs to make proposed projects financially feasible. TAD proceeds could be applied to address on- and off-site development costs, including demolition costs or other internal infrastructure, as well as to help reduce building construction costs to levels that can be supported by prevailing market rents. Forecasts of potential TAD proceeds and proposed uses of those proceeds are addressed in detail, later in this report.

Aside from new residential development, the typical scale of future projects in TAD #5 is likely to involve total investments of \$5.0 million or less and create \$1.0 to \$4.0 million in incremental taxable value depending upon whether the project involves the rehabilitation of existing buildings or new construction. Depending on their scale, rehabilitation of existing commercial buildings may

not request assistance through the TAD. Given the predominance of comparatively small-scale infill development opportunities, unless several projects can be identified and bundled in a single bond issue, the use of conventional "TAD Bonds" is not likely to be financially feasible. The City will need to explore and apply alternative financing tools to accommodate small-scale investments, such as conventional bank loans or "pay as you go" agreements to incentivize individual projects. TAD funds could also be applied as one source of revenue to repay City revenue bonds or supplement SPLOST proceeds invested for public improvements. However, because the growth of TAD funds would significantly lag public investments, the TAD would need to function as a supplemental funding source or an eventual reimbursement to other public sources.

CONTRACTUAL RELATIONSHIPS (E)

Pursuant to O.C.G.A. §34-44-3(a), the Dalton City Council will act as the redevelopment agent and will exercise redevelopment powers as needed to implement this plan. In doing so, the Council has chosen thus far to designate the Dalton-Whitfield Joint Development Authority to function in an administrative, marketing and management capacity to assist the City Council in implementing these functions. It is assumed that this arrangement would continue into the future. As redevelopment agent the City Council, either directly or through its designee, may conduct or delegate the following activities and enter into the following contracts:

1. Coordinate implementation activities with other major participants in the redevelopment plan and their respective development and planning entities involved in implementing this redevelopment plan.
2. Enter into development agreements with private developers to construct infrastructure and buildings to implement the redevelopment plan.
3. Negotiate and enter into commercial financing agreements and intergovernmental agreements as needed.
4. Coordinate public improvement planning, design and construction among City, County and State agencies and departments.
5. Prepare (either directly or through subcontract to other appropriate entities) economic and financial analyses, project-specific feasibility studies and assessments of tax base increments in support of the issuance of tax allocation bonds or other forms of financing by the City.
6. The City will enter into contractual relationships with qualified vendors for the provision of professional and other services required in qualifying and issuing the bonds or other forms of financing, including, but not limited to, legal, underwriting, financial analysis and other related services.
7. The City will perform other duties as necessary to implement the redevelopment plan.

RELOCATION PLANS (F)

The sites of proposed projects within the TAD are either commercial in nature, undeveloped, or contain vacant or partially vacant buildings. As currently foreseen, no existing residences will need

to be relocated. If relocation of any businesses is required as a result of implementing future projects not currently foreseen in this Plan, relocation expenses may be provided for under all applicable federal, state and local guidelines.

CONFORMANCE WITH LOCAL COMPREHENSIVE PLANS, ZONING & LAND USE CODES (G)

The Redevelopment Powers Law requires that a redevelopment plan demonstrate that it “conforms to the local comprehensive plan, master plan, zoning ordinance, and building codes of the political subdivision.” Appropriate zoning, development regulations and design standards either already exist or will be prepared to support the implementation of future projects within the proposed TAD. The following two sets of maps show existing zoning and future land use for the area of the City that includes the proposed TAD. The City’s unified zoning map was adopted in 2019 and the future land use map appears in the Joint Whitfield County Comprehensive Plan Update: 2018-2023. Relevant observations from these maps include the following:












Existing Zoning - TAD #5: Existing zoning along/near West Walnut Avenue is a mix of General Commercial (C-2), General Commercial Conditional, Neighborhood Commercial (C-1), Transitional Residential (R-6) and Mixed-Use (MU). It is expected that some zoning boundaries could be adjusted when/if the proposed road connection from Market Street to Shields Road (shown on Maps 2 and 3) is completed. This connection will provide access to roughly 14 acres and could allow for the construction of higher density rental or for-sale housing. The development cost of some of this type of construction, particularly market rate apartments, typically exceeds what can be financed from achievable rental income. Establishing a TAD for this area could help to eliminate financing gaps and encourage investment until rents rise sufficiently to cover construction costs.

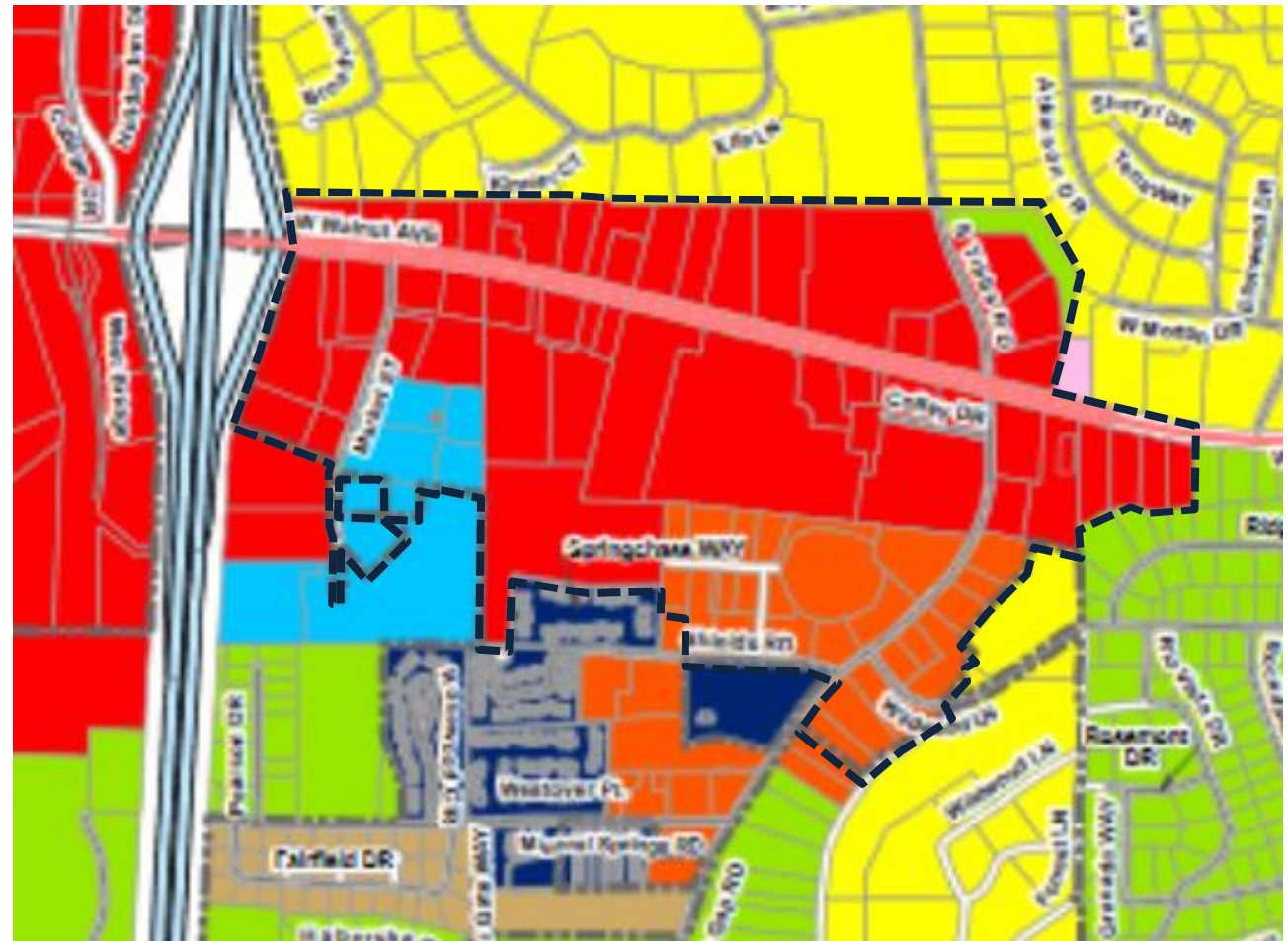
Future Land Use- TAD 5: The future land use map for the area that includes TAD 5 foresees its eventual development as predominantly “Regional Activity Center” and “Bypass Corridor.” The City/County Joint Comprehensive Plan describes West Walnut Avenue as an important regional activity center, stating that “the area which includes the Dalton Factory Outlet Stores and other commercial uses that benefit from close proximity to the interstate and serve both local residents as well as interstate traffic, is currently a retail center for the county and is a significant gateway to Dalton and surrounding areas. As an important gateway to the county as well as a heavily traveled area, focus should be paid on enhancing mobility and connectivity for cars and pedestrians, as well as the overall aesthetics of the area (streetscape and building/site design).”³

³“2019-2023 Joint Comprehensive Plan: Unincorporated Whitfield County, Georgia and the Municipalities of Cohutta, Dalton, Tunnel Hill and Varnell”, Northwest Georgia Regional Planning Commission, October 2018, pages 49-50.

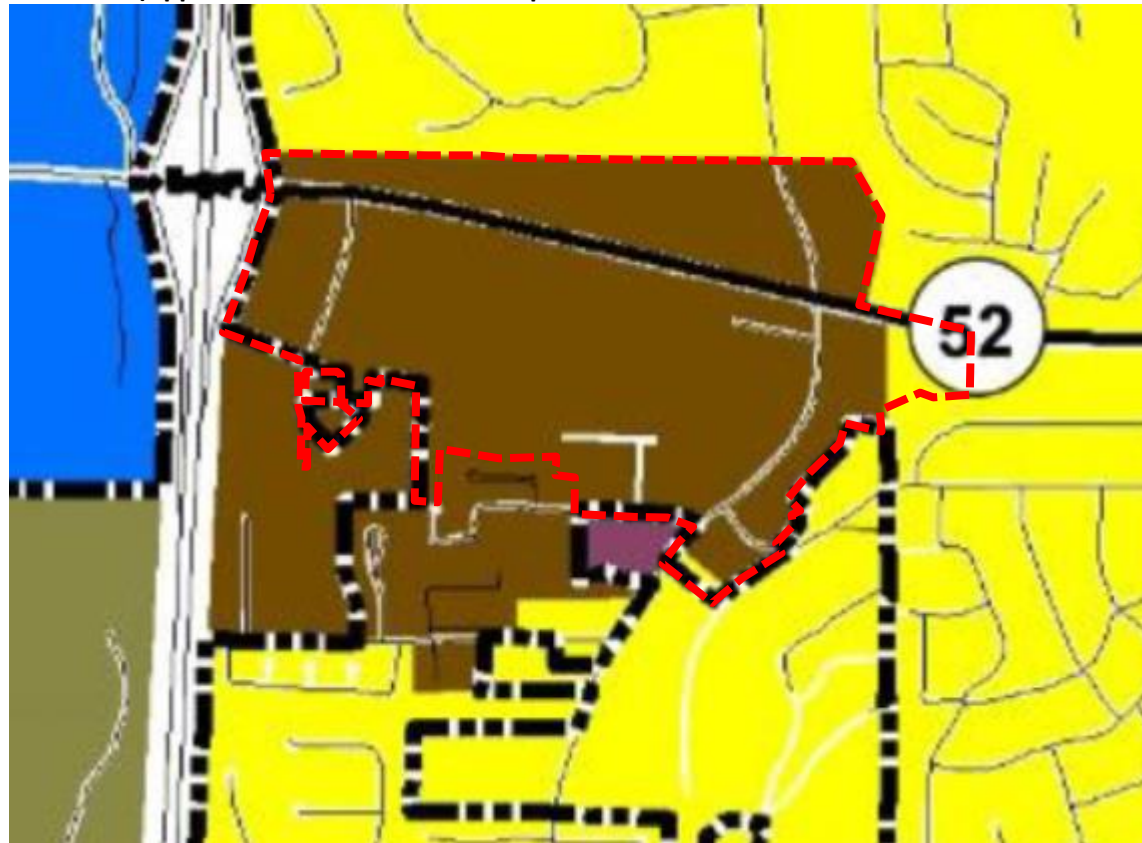
CITY OF DALTON UNIFIED ZONING MAP: JULY 2019
(Approximate Boundaries of Proposed TAD #5 are inside the Blue Dashed Line)

Legend

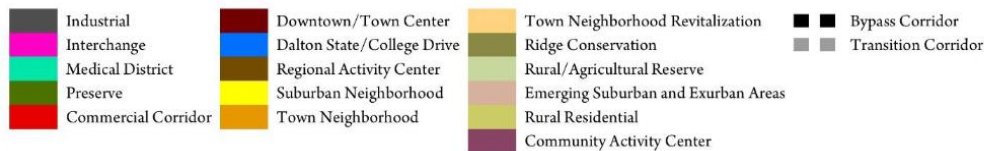
-  Railroads
-  Roads
-  State Highway
-  US Highway
-  Interstate
-  Private Road
-  Other
-  County Boundary
-  General Agriculture (GA)
-  General Agriculture (GA) Cond
-  Suburban Agriculture (SA)
-  Estate Residential (R-1)
-  Low Density Single Family Residential (R-2)
-  Low Density Single Family Residential (R-2) Cond
-  Medium Density Single Family Residential (R-3)
-  Medium Density Single Family Res (R-3) Cond
-  Zero Lot Line Residential (R-4)
-  Rural Residential (R-5)
-  Rural Residential (R-5) Cond
-  Transitional Residential (R-6)
-  Transitional Residential (R-6) Cond
-  High Density Residential (R-7)
-  High Density Residential (R-7) Cond
-  Limited Commercial (C-1A)
-  Limited Commercial (C-1A) Cond
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  General Commercial (C-2) Cond
-  Central Business District (C-3)
-  Central Business District (C-3) Cond
-  Transitional Commercial (C-4)
-  Transitional Commercial (C-4) Cond
-  Mixed Use (MU)
-  Planned Unit Development (PUD)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)
-  Heavy Manufacturing (M-2) Cond
-  Zoned within the City of Cohutta
-  Zoned within the City of Tunnel Hill



JOINT WHITFIELD COUNTY COMPREHENSIVE PLAN UPDATE 2008-2028: FUTURE DEVELOPMENT MAP
(Approximate Boundaries of Proposed TAD #5 are inside the Red Dashed Line)



2018 Future Development Map
City of Dalton, Georgia



© September 2018

REGIONAL ACTIVITY CENTER

Primary Land Uses

- Commercial (retail and office)
- Multi-family residential
- Mixed-use (including upper story residential)
- Civic/institutional
- Passive and active parks

Implementation Strategies

- Extend sewer infrastructure to Regional Activity Center character area locations currently without service
- Encourage “greyfield redevelopment” of existing underutilized shopping centers with mixed use, walkable development
- Prepare and adopt a Mixed Use Development Ordinance to facilitate greyfield redevelopment and implement Regional Activity Center character area master plans



Regional Activity Center example of appropriate scale shown from The Avenue of Murfreesboro in Tennessee



Quality commercial development shown here from the Town Center area of Cobb County, Georgia

The joint comprehensive plan further describes established Regional Activity Centers as “typically single-story suburban shopping centers with minimal office space and housing and limited parking lot landscaping, over time these areas should evolve into mixed-use, walkable centers of commerce that attract customers from a regional market and include a variety of housing choices” (emphasis added). The proposed TAD #5 provides a supplemental funding mechanism to assist the City in encouraging the area’s desired transition from auto-dependent retail development to a more pedestrian-oriented, mixed-use environment. Several of the more relevant objectives for desired future development patterns in Regional Activity Centers, excerpted from the Comprehensive Plan Update (p. 50) appear below:

- Include a relatively high-density mix of retail centers, office, services, and employment to serve a regional market area.
- Include a diverse mix of higher-density housing types including multi-family, townhomes, apartments, lofts, and condominiums including affordable and work force housing
- Encourage mixed-use development with screened parking, landscaping, internal sidewalk and street connectivity, and quality building materials and site design.
- Provide strong, walkable connections between different uses
- Enhance the pedestrian-friendly environment by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and major destinations
- Incorporate landscaping of commercial sites/parking lots
- Encourage compatible architecture styles that maintain the regional character, and are not typical “franchise” or “corporate” architecture

- Provide parking lots that incorporate on-site stormwater detention or retention features, such as pervious arrangements in addition to the use of landscaped tree islands and medians to break up large expanses of paved parking
- Maintain traffic flow with access management measures and nodal development

Based on the above, this redevelopment plan and proposed TAD are entirely consistent with current/future zoning and are intended to achieve the City's desired future vision for the area as articulated in the Joint Comprehensive Plan.

ESTIMATED REDEVELOPMENT COSTS/METHOD OF FINANCING (H)

The law requires that Redevelopment Plans estimate "redevelopment costs to be incurred or made during the course of implementing the plan." Estimating potential costs first requires estimating the amount of revenues which may be realistically generated from successful implementation of the plan. Once estimated, available revenues can be assigned to eligible cost items. The vast majority of the cost of developing projects identified in this Plan will be privately financed and paid for through land sales, profits from building construction and tenant leases. However, existing values for developed commercial sites in the Dalton Market may not be sufficient to cover "extraordinary" cost items. In the case of TAD #5, commercial infill projects of the nature proposed often involve added site assembly and demolition costs which are not present on green field sites. The development of new multi-family construction may also be unrealistic financially without assistance through the TAD.

TAD POTENTIAL OF TAX ALLOCATION DISTRICT #5: WEST WALNUT AVENUE

The following section provides greater detail concerning estimates potential proceeds from future development projects within TAD #5, assuming that the City of Dalton, the City's independent School District and Whitfield County pledge their respective M&O millage to the redevelopment effort.⁴ These forecasts assume realistic phasing schedules and provide a reasonable allowance for "background growth" in the TAD as a whole, as completion of redevelopment projects on some sites benefit nearby areas. Estimated tax allocation increments exclude business personal property digest associated with future commercial development, as well as incremental gains in local option sales taxes. These gains in other revenues could offset or exceed "foregone" general fund real estate taxes over the same period.

Table 4 provides an annual forecast of potential future TAD revenues based on the prior estimate that the TAD could reach a total real estate digest of \$121.6 million at build out, achieved after several years. BAG estimates that with redevelopment, all property within TAD #5 could generate total real estate taxes of \$56.3 million over the full 30-year life of the TAD. Of that total, slightly

⁴ Some counties and school districts in other parts of Georgia have requested and cities have agreed to rebate portions of their respective millage rates as a payment in lieu of taxes, reducing the effective millage rate pledged to the TAD. In other cases, school districts have declined to grant consent and TADs have proceeded with city and county participation only. This section assumes that all jurisdictions will consent to participate, and Dalton will NOT be asked to rebate any tax increments as a payment in lieu of taxes, although BAG's financial models possess the capability to incorporate such assumptions.

less than \$21.6 million (38.3%) would accrue as **tax allocation increments** to the TAD Special fund and the balance would continue to flow to the respective taxing jurisdictions' general funds. In nominal dollars these TAD revenues grow slowly over the first several years, reaching roughly \$600,000 per year when build out occurs. Future values are then appreciated at an average rate of 1.5% per year thereafter.

Table 4: Estimated Annual Potential TAD Revenues: Proposed TAD #5

Build Out Value			\$121,652,961	Base Digest	\$83,080,716	Avg. Combined TAD Millage:		0.0139518
TAD Year		Estimated % Complete	TAD Digest	1.5% Appreciation	TOTAL TAD Digest	Annual M&O Property Tax	Estimated TAD Ratio	Estimated TAD Proceeds
1	2021	77%	\$93,672,780		\$93,672,780	\$1,306,904	0.1131	\$147,778
2	2022	78%	\$94,889,309		\$94,889,309	\$1,323,877	0.1244	\$164,751
3	2023	79%	\$96,105,839		\$96,105,839	\$1,340,849	0.1355	\$181,724
4	2024	80%	\$97,322,369		\$97,322,369	\$1,357,822	0.1463	\$198,697
5	2025	85%	\$103,405,017	1.0%	\$104,439,067	\$1,457,113	0.2045	\$297,987
6	2026	86%	\$104,621,546	1.5%	\$106,190,869	\$1,481,554	0.2176	\$322,428
7	2027	87%	\$105,838,076	3.0%	\$109,013,218	\$1,520,931	0.2379	\$361,805
8	2028	88%	\$107,054,605	4.5%	\$111,872,063	\$1,560,817	0.2574	\$401,691
9	2029	89%	\$108,271,135	6.0%	\$114,767,403	\$1,601,212	0.2761	\$442,086
10	2030	90%	\$109,487,665	7.5%	\$117,699,240	\$1,642,116	0.2941	\$482,991
11	2031	95%	\$115,570,313	9.0%	\$125,971,641	\$1,757,531	0.3405	\$598,406
12	2032	100%	\$121,652,961	10.5%	\$134,426,522	\$1,875,492	0.3820	\$716,366
13	2033	100%	\$121,652,961	12.0%	\$136,251,316	\$1,900,951	0.3902	\$741,826
14	2034	100%	\$121,652,961	13.5%	\$138,076,110	\$1,926,410	0.3983	\$767,285
15	2035	100%	\$121,652,961	15.0%	\$139,900,905	\$1,951,869	0.4061	\$792,744
16	2036	100%	\$121,652,961	16.5%	\$141,725,699	\$1,977,329	0.4138	\$818,203
17	2037	100%	\$121,652,961	18.0%	\$143,550,494	\$2,002,788	0.4212	\$843,662
18	2038	100%	\$121,652,961	19.5%	\$145,375,288	\$2,028,247	0.4285	\$869,121
19	2039	100%	\$121,652,961	21.0%	\$147,200,083	\$2,053,706	0.4356	\$894,581
20	2040	100%	\$121,652,961	22.5%	\$149,024,877	\$2,079,165	0.4425	\$920,040
21	2041	100%	\$121,652,961	24.0%	\$150,849,671	\$2,104,624	0.4492	\$945,499
22	2042	100%	\$121,652,961	25.5%	\$152,674,466	\$2,130,084	0.4558	\$970,958
23	2043	100%	\$121,652,961	27.0%	\$154,499,260	\$2,155,543	0.4623	\$996,417
24	2044	100%	\$121,652,961	28.5%	\$156,324,055	\$2,181,002	0.4685	\$1,021,876
25	2045	100%	\$121,652,961	30.0%	\$158,148,849	\$2,206,461	0.4747	\$1,047,336
26	2046	100%	\$121,652,961	31.5%	\$159,973,643	\$2,231,920	0.4807	\$1,072,795
27	2047	100%	\$121,652,961	33.0%	\$161,798,438	\$2,257,379	0.4865	\$1,098,254
28	2048	100%	\$121,652,961	34.5%	\$163,623,232	\$2,282,839	0.4922	\$1,123,713
29	2049	100%	\$121,652,961	36.0%	\$165,448,027	\$2,308,298	0.4978	\$1,149,172
30	2050	100%	\$121,652,961	37.5%	\$167,272,821	\$2,333,757	0.5033	\$1,174,631
TOTALS:						\$56,338,590	0.3828	\$21,564,824

Source: Bleakly Advisory Group, Inc.

In addition to nominal dollars, we have provided estimates of the net present value of these proceeds if discounted at rates ranging from 3% to 7%. The lower discount rates are illustrative of the capacity of TAD proceeds to help repay City issued bonds for public projects. Discounting future TAD proceeds by 6% or 7% is more illustrative of the range of revenues which might be realized "up front" by private sources, for projects privately financed. BAG has also estimated TAD proceeds generated in five-year increments over time periods ranging from 10 to 30 years. These shorter-term projections are provided to illustrate possible scenarios in which redevelopment costs are repaid early and the TAD is dissolved at the City's discretion, prior to the end of 30 years. Resulting calculations appear in Table 5.

Table 5: Cumulative Nominal and Discounted TAD #5 Revenues Over Varying Time Periods

Estimated Total TAD Increment:		10 Years	15 Years	20 Years	25 Years	30 Years
Cumulative TAD Proceeds (Nominal \$)		\$3,001,939	\$6,618,565	\$10,964,172	\$15,798,480	\$21,564,824
NPV Discounted @ >>>>	3%	\$2,478,178	\$4,934,169	\$7,484,563	\$10,007,336	\$12,461,936
	4%	\$2,330,908	\$4,495,852	\$6,639,334	\$8,659,754	\$10,532,969
	5%	\$2,195,201	\$4,106,236	\$5,911,059	\$7,532,897	\$8,966,399
	6%	\$2,069,996	\$3,759,193	\$5,281,616	\$6,586,454	\$7,686,443
	7%	\$1,954,340	\$3,449,438	\$4,735,930	\$5,788,060	\$6,634,380

Source: Bleakly Advisory Group, Inc.

At typical financing periods of 20 or 25 years, forecasted TAD proceeds discounted at 3% to 4% return a net present value within a range of \$6.6 to \$10.0 million. This range suggests that if, for example, the City chose to finance the construction of new road connections and streetscape improvements at typical interest rates available for public works projects, TAD proceeds could potentially “carry” the equivalent of \$7.5 to \$8.7 million in “up front” bond principal. Forecasted TAD proceeds discounted at 6% to 7% return a much smaller net present value within a range of \$4.7 to \$6.6 million. This range is more illustrative of the TAD’s potential value as an incentive tool to private developers if the City chose to support private investments, as opposed to using TAD proceeds as a funding source for public projects. Within either range of applied discount rates, TAD revenues appear to be significant enough to encourage the desired transition of the redevelopment area toward higher-quality development and land uses.

PROPOSED REDEVELOPMENT COSTS (USES OF TAD PROCEEDS)

Existing public infrastructure and prevailing market rents for commercial and multi-family property in Dalton are generally inadequate to support the City’s vision of creating high-quality commercial, residential and mixed-use development nodes. In essence, prevailing rents tenants are able to pay, often make it very difficult to finance the cost of new construction. The use of TAD proceeds would be applied to eligible activities in order to lower development costs to an amount that can be supported by prevailing commercial market rents.

As redevelopment is underway, having a working TAD in place could be applied to such items as lowering the construction cost of internal site development; paying for off-site traffic improvements, demolishing existing buildings, removing existing asphalt parking, etc. Potential long-term costs are likely to far exceed the estimated financing proceeds which could be financed through TAD increments alone. TAD funds would therefore need to be used strategically to leverage other funding sources where possible and to incentivize private investments which create new taxable digest.

Priorities for the use of TAD proceeds would evolve as project planning proceeds, more detailed site development budgets are prepared and actual costs become better known. The intent is to employ TAD proceeds as available and necessary to make site development financially feasible and to attract the types of end-users that would positively impact the redevelopment area, the City and the regional economy. Uses of TAD proceeds may include (a) supporting on- and of-site development (including buildings, access, signage, site preparation, utility improvements and any environmental remediation to support redevelopment), (b) paying for desired public amenities that

cannot otherwise be afforded based on prevailing rents; (c) reimbursing developers for the added cost of building demolition, and (d) funding potential incentives to attract high quality end-users.

Table 6: Potential uses of TAD #5 Proceeds

Potential TAD Expenditures (Estimated Eligible Redevelopment Costs)	Lower Range		Upper Range	
	Est. % Allocation	Total TAD Funds	Est. % Allocation	Total TAD Funds
1. Traffic & Streetscape Improvements	50.0%	\$2,640,000	50.0%	\$5,005,000
2. Site Preparation/Development Costs	20.0%	\$1,056,000	20.0%	\$2,002,000
3. Building Rehabilitation/New Construction	30.0%	\$1,584,000	30.0%	\$3,003,000
Total Estimated TAD Funding:	100.0%	\$5,280,000	100.0%	\$10,010,000

Source: Bleakly Advisory Group, Inc.

Estimated TAD proceeds could be used for many purposes in numerous combinations. Table 6 illustrates a representative broad distribution of fund uses among the priorities described above at different (low and high) projections of total available revenues. In practice, TAD proceeds will be allocated to specific purposes as development opportunities arise and as specific agreements are negotiated between developers and the City, and with prospective end users.

CONCLUSION

The calculations made above provide one reasonable forecast of achievable future redevelopment within the proposed TAD, resulting gains in the area's real estate tax digest, corresponding tax allocation increments, supportable TAD financing proceeds and potential uses for those proceeds to reduce redevelopment costs. As noted above, numerous combinations of equally reasonable inputs and assumptions could be applied to produce marginally different results. This report sets a realistic expectation for the TAD's future financial performance, which is intended to help the City make decisions moving forward.

ASSESSED VALUATION FOR TAD (I)

The Redevelopment Powers Law specifies that the Plan "recite the last known assessed valuation of the redevelopment area and estimate the assessed valuation after redevelopment." The City of Dalton Tax Allocation District #5, as defined in this Redevelopment Plan includes 77 tax parcels and 128.4 acres within those parcels. The proposed TAD #5 has an estimated 2020 fair market (appraised) value of \$84,893,115. Two of these parcels are tax exempt, leaving a taxable digest of \$83.08 million. The City and School District Tax Digest is taxed at 100% while the County taxes property at 40% of Fair Market Value (FMV). The taxable assessed (40% digest) value for County taxing purposes totals \$33,957,246, according to Whitfield County tax assessment records.

Pursuant to the Redevelopment Powers Law, upon adoption of the Redevelopment Plan and the creation of the tax allocation district, the City will request that the Commissioner of Revenue of the State of Georgia certify the tax base for December 31, 2020, the base year for the proposed tax allocation district. The tax base is expected to increase in the future through private investment stimulated by implementation of the redevelopment plan and the reinvestment of TAD increments back into the project(s). Because of the large number of parcels in this TAD and the fact that most

are currently developed, redevelopment is expected to occur incrementally through the rehabilitation and/or new construction of multiple individual projects over time.

HISTORIC PROPERTY WITHIN BOUNDARIES OF TAD (J)

The City of Dalton has made a long-standing commitment to historic preservation, as evidenced by the City's establishment of a Historic Preservation Commission more than 30 years ago. Several Local Government and/or National Register Historic buildings and districts have been designated within the City limits since 1978. TAD #5 is not known to contain any local or National Register historic properties. However, with a 30-year commitment to historic preservation, Dalton is able to state that in the event that any identified historic properties are proposed for redevelopment within TAD #5, they will not be substantially altered in any way inconsistent with technical standards for rehabilitation; or demolished unless feasibility for reuse has been evaluated based on technical standards for the review of historic preservation projects, which technical standards for rehabilitation and review shall be those used by the state historic preservation officer.

CREATION & TERMINATION DATES FOR THE TAD (K)

The redevelopment area's Tax Allocation District #5 will be created effective December 31, 2020. The Redevelopment Powers Law provides that the TAD will be in existence until all redevelopment costs, including debt service, are paid in full. For analysis purposes this report has based calculations on a 30-year term and assumes that the TAD will remain in existence for 30 years. Future elected officials could decide to either dissolve or extend the TAD's existence based on future circumstances within the District.

TAD BOUNDARIES EXISTING USES OF REAL PROPERTY (L)

The proposed TAD #5 boundaries are shown on the following map. As previously discussed, in this case the redevelopment area and the TAD share the same boundaries. Existing land use within the TAD is predominantly retail/commercial, with limited office development, a handful of residential dwellings and several undeveloped parcels. These uses are reflected in the existing zoning map presented earlier in this report. The TAD boundaries include the respective tax parcels located within the dashed boundary line plus associated public rights of way. (A complete list of TAD parcels appears in Appendix A.) For any section of roadway that abuts a TAD parcel and/or is used as a boundary in the TAD map, the entire section of ROW is intended to be included inside the TAD boundary in order to maintain flexibility to use TAD proceeds for public improvements to those rights of way, if desired by the redevelopment agency.

MAP 4: PROPOSED CITY OF DALTON TAD #5 – WEST WALNUT AVENUE
(The Proposed Redevelopment Area and TAD Share the Same Boundaries)



Note: *TAD boundaries include both sides of public rights of way which abut TAD parcels. The Dalton Factory Outlet Stores, an adjacent hotel and restaurant are located in unincorporated Whitfield County and are not included in the proposed TAD.

TAX ALLOCATION INCREMENT BASE (M)

On or before December 31, 2020, the City of Dalton, acting as the redevelopment agent, will apply to the State Revenue Commissioner for a determination of the tax allocation increment base of the proposed tax allocation district. The base for TAD #5 is estimated as follows:

City of Dalton Redevelopment Plan TAD #5 Summary - West Walnut Avenue	
Number of Parcels	77
Total Acres	128.4
2020 Appraised (Full Market) Value - Estimated	\$84,893,115
2020 Taxable Digest (City and School District) @ 100%	\$83,080,716
2020 Taxable Digest (Whitfield County) @40%	\$33,232,286
City of Dalton 2020 M&O Taxable Digest	\$3,650,867,194
TAD #4 % of Dalton Digest	2.28%

Source: BAG, Whitfield County Tax Assessment Records and the Georgia Department of Revenue.

Property taxes collected within Tax Allocation District #5 to serve as base are calculated as follows:

Jurisdiction	Taxable Digest x	Millage =	Total Taxes	Tax/Ac
City of Dalton (100%)	\$83,080,716	2.237	\$185,852	\$1,447.78
School District (100%)	\$83,080,716	8.200	\$681,262	\$5,307.02
Whitfield County (40%)	\$33,232,286	8.787	\$292,012	\$2,274.77
Total taxes collected within the TAD to Serve as Base:			\$1,159,126	\$9,029.57

The Redevelopment Powers Law caps the percentage of tax digest of any taxing jurisdiction, which can be located within one or more Tax Allocation Districts, at 10% of the total. The City of Dalton created two Tax Allocation Districts 2015, the second of which (East Walnut Avenue) was dissolved and re-established a year later as TAD #3. The City is also considering amending the 2015 Redevelopment Plan to add TAD #4 – North Bypass, which would also become effective as of December 31, 2020. If the proposed TAD's #4 and #5 are both adopted, the combined taxable digest contained within all City of Dalton TAD's as of 12/31/2020 would total \$229.1 million and consume 6.28% of the City's total M&O digest. Based on its 2020 digest, Dalton could add nearly \$136 million in real estate digest to other TADs before reaching the 10% cap. Approval of the proposed TAD #5 would still leave ample flexibility for the City to address other priorities in the future.

Dalton 2020 M&O Tax Digest (Net After Exemptions)		\$3,650,867,194	
Dalton Tax Allocation Districts*	Base Date	2020 TAD Digest	% of City Total
TAD # 1: Downtown	12/31/2015	\$92,277,175	2.53%
TAD # 3: East Walnut Ave	12/31/2016	\$50,107,940	1.37%
TAD # 4: North Bypass	12/31/2020 (Proposed)	\$3,665,180	0.10%
TAD # 5: West Walnut Ave	12/31/2020 (Proposed)	\$83,080,716	2.28%
TOTAL 2020 City Digest within TADs*:		\$229,131,011	6.28%

* Calculation against the cap assumes that the proposed TAD #4 and #5 will be approved.

AD VALOREM PROPERTY TAXES FOR COMPUTING TAX ALLOCATION INCREMENTS (N)

As provided in the Redevelopment Powers Law, the taxes that will be included in the tax increment base for the tax allocation district are based on the following authorized millage rates:

2020 M&O Millage Rates*	
City of Dalton	2.237
Dalton Independent School	8.200
Whitfield County (@ 40% = 8.787) converted to 100% =	3.515
Total (with County Millage Converted to 100%)**	13.952

*Levies for bonded indebtedness are not included in the calculation of the millage rates for TAD purposes.

** The County millage rate is 8.87 based on 40% of total value. This table converts the County rate to 100% to calculate total available millage.

Source: Georgia Department of Revenue.

Creation of the tax allocation district will not affect any potential future business improvement district within the boundaries of the redevelopment area.

TAX ALLOCATION BOND ISSUES (O, P, Q)

AMOUNT OF BOND ISSUE

Upon adoption of this Redevelopment Plan, the City of Dalton may propose to issue tax allocation bonds or other financing instruments, in one or more tranches. Estimated supportable levels of future financing could range from \$3 to \$7 million depending upon whether identified and/or additional redevelopment projects emerge, all jurisdictions consent to participate in the TAD, terms available at the time of issuance, and the types of financing methods used.

TERM OF THE BOND ISSUE OR ISSUES

The City of Dalton proposes to issue tax allocation bonds or alternative forms of financing for a term no longer than 30 years. Given current market conditions, the calculations made in this report assume using a 25 year term.

RATE OF BOND ISSUE

The City of Dalton intends to either (a) seek fixed-rate tax exempt bonds; (b) obtain comparable forms of commercial financing as available, or (c) enter into a development agreement to remit certain tax allocation increments to qualified developer(s), to enable such developer(s) to secure commercial financing or make improvements on a pay-as-you-go basis. Should financing be sought in the future, the actual rate, terms and issuance costs would be determined at the time of issuance based upon general market conditions, anticipated development within the TAD, assessed taxable property values and federal tax law considerations. The City reserves the right to consider a range of potential financing options, as appropriate.

PROPERTY PROPOSED TO BE PLEDGED FOR PAYMENT OF TAX ALLOCATION INCREMENTS FINANCING

Bonds or pay-as-you-go agreements will be secured by the positive tax allocation increments from eligible ad valorem taxes levied for these purposes. Based on current millage rates and commercial property values in Dalton, positive tax allocation increments calculated in this report are based on real estate values and general fund taxes levied on that real estate. The actual amount of collected tax increments will depend upon the pace at which the Redevelopment Plan is implemented and the impact of redevelopment activities and other economic factors on the tax base in the TAD as a whole. **The City also reserves the flexibility to pledge ad valorem tax increments on business personal property and/or local option sales taxes to the TAD if warranted by resulting public benefits.**

SCHOOL SYSTEM IMPACT ANALYSIS (R)

Georgia's Redevelopment Powers Law, which governs the operation of tax allocation districts in the State, was amended during the 2009 legislative session to include a new provision under section 36-44-3(9)(R) for preparation of a "School System Impact Analysis." This section presents the school system impacts of the City of Dalton Tax Allocation District #5, as required by this section of the statute. Dalton is served by an independent city school system, so this analysis focuses on potential impacts to the Dalton Public Schools.

CURRENT VALUE OF THE TAD VERSES THE DALTON PUBLIC SCHOOL DISTRICT TAX DIGEST

The current (2020) taxable M&O digest for TAD #5 – West Walnut Avenue is estimated to be \$83,080,716. According to the Georgia Department of Revenue, the most recent published value for the Dalton School District's net taxable digest (M&O) is the same as the City at \$3.65 billion.⁵ The proposed TAD #5 therefore contains slightly less than 2.3 percent of the School District's total tax digest. (Combined with other existing and proposed TADs in the City, the total percentage increases to 6.28 percent.) The amount of ad valorem school taxes collected from existing and future properties within the designated TAD, as determined by the tax assessor on December 31, 2020, will continue to flow to the Dalton Public Schools throughout the operation of the TAD. At the current School District millage rate, that total is estimated at \$681,262. In the future, the TAD Special Fund will receive any additional property taxes from real estate, collected above the 2020 base amount for use to attract redevelopment to this part of Dalton.

⁵ The total City tax digest information used for this report is for 2020. TAD digest values were compiled from the County Board of Assessors web site and is also believed to be current. The taxable digest reported in this table is for general fund (M&O) expenditures. The Dalton School District's tax digest is based on 100% valuation as opposed to 40% applied to most taxing jurisdictions in Georgia.

City of Dalton TAD #5		
TAD Digest as a Percent of Total City School District		
2020 Dalton Independent School System total M&O Digest (100%)		\$3,650,867,194
TAD # 5 Taxable M&O Digest (100%)		\$83,080,716
TAD #5 Percent of School District Total		2.3%
TAD #5 Base Revenues to the School District		
	Taxable Digest	x 2020 Millage = Total School Taxes
	\$83,080,716	8.200 \$681,262

Source : BAG, Whitfield County Tax Assessment Records and the Georgia Department of Revenue

ESTIMATED SCHOOL ENROLLMENT IMPACTS FROM TAD #5

TAD #5 is primarily intended to support commercial rather than residential development. No specific projects are currently proposed within the TAD that would generate additional enrollment for the School District in the near term. Over time, it is possible that housing could become part of a mixed-use development on Market Street, but there is no basis to support a specific proposal or unit count at this time. The future development of multi-family housing or townhomes to the north of Shields Road could potentially attract future families with children. If fully assembled, existing vacant parcels would be physically large enough to support up to 100 townhomes or 300 multi-family apartments, which may in turn generate 30 to 50 school-aged children at some point in the future.

The Dalton City School District had a total FTE enrollment of 7,783 at the start of the 2020-21 school year according to the Georgia Department of Education web site. District wide enrollment has also declined by 183 students (2.3%) over the past 5 years. Therefore, the potential of 30 to 50 students living within a residential development in the proposed TAD #5, completed several years into the future, should not significantly impact total School District enrollment.

THE LOCATION OF SCHOOL FACILITIES WITHIN THE REDEVELOPMENT AREA

There are no Dalton Public School facilities located within the proposed redevelopment area or TAD.

PROPOSED REDEVELOPMENT IN TAD #5

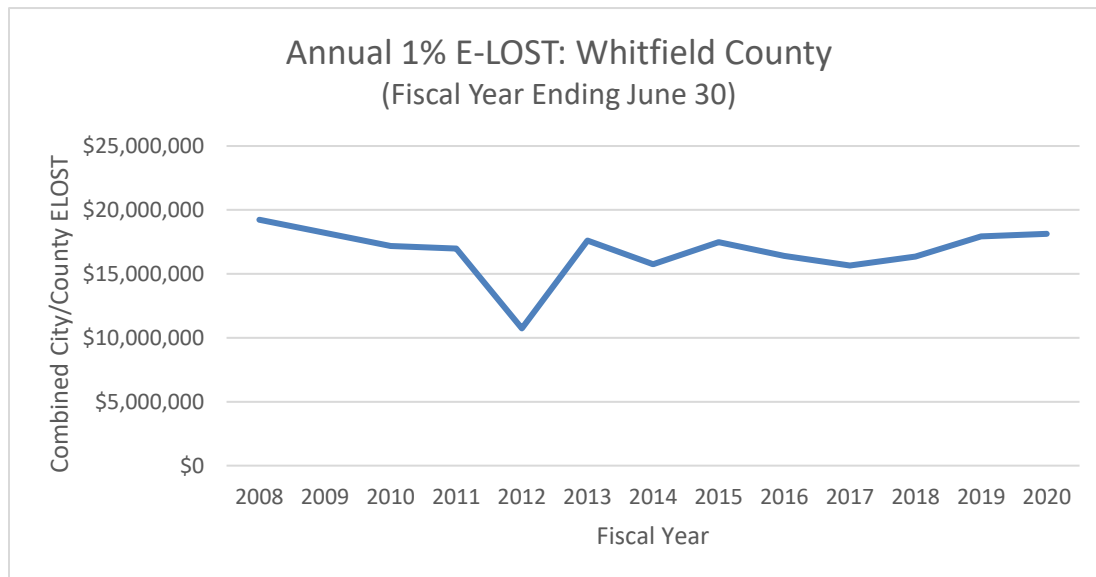
As detailed earlier in this plan, the proposed Tax Allocation District will support the rehabilitation or expansion of existing commercial buildings, or the development of sites that are either currently undeveloped or occupied by vacant buildings.

ESTIMATE OF SCHOOL DISTRICT REVENUE IMPACTS FROM TAD DEVELOPMENT

Currently, the proposed TAD #5 generates slightly less than \$681,300 per year in property taxes levied on real estate for the school system. Annual real estate taxes associated with the base value

of the TADs would continue to flow to the School District's general fund, as would current and future gains in personal property taxes levied on business furnishings, inventories, and equipment. Dalton is somewhat unusual among Georgia cities in that residential property makes up less than 27% of the City's tax digest. The City's comparatively large nonresidential tax base is also unusual in that the taxable value of personal property throughout Dalton totals more than \$1.7 billion and makes up more than 43.1% of the School District's total gross property tax digest. The bulk of this tax base is classified as industrial. However, the gross digest of commercial personal property totals nearly \$478.4 million or 40% of the City's total commercial tax base of \$1.19 billion. Net of exemptions granted to inventory and equipment, the value of all commercial personal property within the School District adds \$0.61 to every \$1.00 of real estate digest that exists within the City limits. For industrial property, this ratio is even greater.

A similar ratio could also apply to the value of additional commercial real estate value created from projects within TAD #5.⁶ At the completion of the proposed TAD projects, the digest value of commercial personal property, which is not pledged to the respective TAD Special Funds, could potentially exceed \$23.5 million and generate an additional \$192,900 per year in personal property taxes for the School District.



New retail development and new residents living within the TAD could also generate additional sales taxes for the School District. In the fiscal year ending in June of 2020, more than \$18.1 million in educational local option sales taxes (E-LOST) were collected within Whitfield County of which, 37.7% was distributed to the Dalton City Schools. As shown in the graph, annual 1% sales tax collections for schools have not yet fully recovered from pre-recession sales highs recorded in 2007-08. Sales tax collections for FY 2021 are likely to fall again due to the impacts of COVID 19, particularly due to declining dining and lodging sales. The combination of recession, store closures and increased "leakage" of retail purchases made by County residents in other taxing jurisdictions,

⁶ Dalton provides a 20% Freeport exemption to manufacturing and commercial companies for raw materials and goods in the process. Most personal property subject to this Freeport exemption is industrial rather than commercial in nature. The methodology used to forecast business personal property is considered reasonable and sufficient to account for Freeport exemptions.

have caused volatility in sales tax collections. This graph underscores the importance to the School District, of supporting efforts to strengthen commercial corridors and retain retail sales within Whitfield County.

In summary, by agreeing to forego incremental gains in future real estate taxes within the TAD, the School District could expect to receive offsetting increases in personal property taxes and ELOST revenues, in addition to the annual real estate taxes associated with the certified base – while the TAD is still in effect. After the TAD is dissolved, the School District would also receive the incremental annual property taxes on real estate that were pledged to the TAD, which could exceed \$320,000 per year.

CONCLUSION REGARDING SCHOOL DISTRICT IMPACTS

As demonstrated in the preceding analysis, the economic impacts to the Dalton Public Schools from participating in the proposed TAD are as follows:

6. The TAD will affect future appreciation on 2.3 percent of the School District's tax digest. The current amount of property taxes generated from real estate within the TAD, just under \$681,300 per year, will continue to go to the school system—only taxes associated with incremental real estate digest growth above the current base amount are pledged to the TAD.
7. No residential development is currently proposed for TAD #5, that would be expected to generate school enrollment. Available undeveloped parcels have the physical potential to add 30 to 50 students over the long term, depending on whether those parcels can be assembled and how they are developed in the future.
8. There are no Dalton Public School facilities located inside the boundaries of the TAD.
9. Upon completion of these projects and while the TAD is still in effect, the School District could receive roughly \$875,000 in property taxes from within the TAD, including certified base real estate taxes increased commercial personal property taxes. If successful, the TAD could also generate significantly increased sales tax revenues during years in which ESPLOST is in effect, compared a scenario where no action is taken to strengthen the competitive position of retailers operating within the Walnut Avenue corridor.
10. The School District would receive an additional \$320,000 per year from real estate taxes from the TAD once all redevelopment costs are paid and the TAD is dissolved.

Thus we conclude that the potential gains to the Dalton Public Schools from participating in the proposed TAD will be substantially positive due to the future growth in its tax digest and sales tax revenues, with limited resulting impacts on the demand for school services.

APPENDIX A. LIST OF TAX PARCEL ID NUMBERS (PROPERTIES WITHIN TAD #5 – WEST WALNUT AVENUE)

Parcel_ID	Owner	Street Address	Acres	Total Full Market Value	City/School (100%) Tax Digest	Whitfield County (40%) Tax Digest
12-261-01-007	1522 Walnut Avenue LLC	1526 W Walnut Ave.	0.60	\$742,937	\$742,937	\$297,175
12-261-01-002	1522 Walnut Avenue LLC	1522 W Walnut Ave.	0.75	\$664,533	\$664,533	\$265,813
12-261-01-004	ARC CaféUSA001 LLC	1520 W Walnut Ave.	1.09	\$1,356,013	\$1,356,013	\$542,405
12-260-58-000	Govan Anish	W Walnut Ave	1.34	\$703,500	\$703,500	\$281,400
12-260-23-000	Smart Choice Dalton, LLC	1516 W Walnut Ave	1.06	\$1,095,219	\$1,095,219	\$438,088
12-260-24-000	1514 Walnut Avenue LLC	1514 W Walnut Ave	1.10	\$605,404	\$605,404	\$242,162
12-260-25-000	Middleton Brock Rental, LLC	1512 W Walnut Ave	0.77	\$810,660	\$810,660	\$324,264
12-260-27-000	Harris M Taylor Jr Et Al	1510 W Walnut Ave	1.71	\$1,071,367	\$1,071,367	\$428,547
12-260-29-000	Joley Company The	1500 W Walnut Ave	1.40	\$1,341,574	\$1,341,574	\$536,630
12-260-12-000	HHL Properties, LLP	1322 W Walnut Ave	1.66	\$1,599,894	\$1,599,894	\$639,958
12-260-33-000	Shoney's Inc.	1302 W Walnut Ave	0.74	\$572,680	\$572,680	\$229,072
12-260-28-000	Quinn Lawrence & Theresa M	1300 W Walnut Ave	1.00	\$1,034,308	\$1,034,308	\$413,723
12-260-17-000	Debos Diners Investments, LLC	1250 W Walnut Ave	1.00	\$903,245	\$903,245	\$361,298
12-260-16-000	Debos Diners Investments, LLC	527 S Tibbs Rd	1.71	\$59,850	\$59,850	\$23,940
12-260-03-000	Debos Diners Investments, LLC	525 S Tibbs Rd	2.27	\$42,420	\$42,420	\$16,968
12-260-56-000	City of Dalton	S Tibbs Rd	1.98	\$61,920	\$0	\$0
12-261-01-014	920 Market Street LLC	920 Market St	1.05	\$1,391,993	\$1,391,993	\$556,797
12-261-01-009	Pierce Mary Ann as Trustee	915 Market St	0.96	\$456,498	\$456,498	\$182,599
12-261-20-000	925 Market Street LLC	925 Market St	1.59	\$436,455	\$436,455	\$174,582
12-261-22-000	929 Market Street LLC	929 Market St	3.11	\$873,342	\$873,342	\$349,337
12-261-43-000	Poal Dalton LLC & Mauer	929 Market St	0.97	\$875,159	\$875,159	\$350,064
12-261-42-000	Poal Dalton LLC & Mauer	Market St	0.53	\$128,574	\$128,574	\$51,430
12-261-38-000	Poal Dalton LLC & Mauer	955 Market St	1.27	\$767,500	\$767,500	\$307,000
12-260-39-000	Dalton Walnut Holdings, LLC	1515 W Walnut Ave	4.17	\$2,933,145	\$2,933,145	\$1,173,258
12-260-40-000	Dalton Walnut Holdings, LLC	1513 W Walnut Ave	2.71	\$1,431,907	\$1,431,907	\$572,763

12-260-28-000	Racetrac Petroleum, Inc	1511 W Walnut Ave	0.94	\$1,027,721	\$1,027,721	\$411,088
12-260-37-000	TB Dalton LLC	1509 W Walnut Ave	0.42	\$478,747	\$478,747	\$191,499
12-260-35-000	AFP Seventy Three Corp	1505 W Walnut Ave	0.52	\$417,466	\$417,466	\$166,986
12-260-14-000	Adventure Land and Property, LLC Et Al	1501 W Walnut Ave	5.21	\$2,689,980	\$2,689,980	\$1,075,992
12-260-18-000	Walnut Avenue Partners, LLC	1339 W Walnut Ave	12.66	\$12,108,198	\$12,108,198	\$4,843,279
12-260-22-000	Walnut Avenue Partners, LLC	1323 W Walnut Ave	4.42	\$4,490,057	\$4,490,057	\$1,796,023
12-260-52-000	Rare Hospitality International, Inc	1315 W Walnut Ave	1.15	\$1,021,432	\$1,021,432	\$408,573
12-260-48-000	Walnut Avenue Partners, LLC	1307 W Walnut Ave	0.36	\$508,321	\$508,321	\$203,328
12-260-53-000	Benbrook Realty, Inc.	1325 W Walnut Ave	0.66	\$822,958	\$822,958	\$329,183
12-260-20-000	Wachovia Bank National Association	1305 W Walnut Ave	1.00	\$787,149	\$787,149	\$314,860
12-260-15-000	Sexton, Carl	1301 W Walnut Ave	0.68	\$432,088	\$432,088	\$172,835
12-260-47-000	Walgreen Co	1247 W Walnut Ave	0.90	\$1,873,534	\$1,873,534	\$749,414
12-260-04-000	HHL Properties, LLP	1229 W Walnut Ave	3.63	\$1,568,073	\$1,568,073	\$627,229
12-259-01-206	I B C Properties, LLC	1209 W Walnut Ave	1.40	\$1,424,625	\$1,424,625	\$569,850
12-259-01-368	I B C Properties, LLC	1207 W Walnut Ave	0.79	\$448,724	\$448,724	\$179,490
12-259-01-207	Pan Venture Group	1205 W Walnut Ave	0.87	\$910,841	\$910,841	\$364,336
12-259-01-377	Pan Venture Group	1205 W Walnut Ave	0.46	\$240,444	\$240,444	\$96,178
12-260-01-001	The Pine Needle Gift Shoppe, Inc	1319 Dug Gap Rd	0.73	\$382,959	\$382,959	\$153,184
12-260-43-000	Bryant Wallace C Trustee	Off Shields Rd	9.87	\$176,180	\$176,180	\$70,472
12-260-07-004	Bryant Wallace C Trustee	Off Shields Rd	0.53	\$8,400	\$8,400	\$3,360
12-260-07-012	Holland Altoona & Anita	Off Shields Rd	1.01	\$9,408	\$9,408	\$3,763
12-260-07-008	Smith Clark	Off Shields Rd	0.49	\$8,400	\$8,400	\$3,360
12-260-07-006	Pearl R Lightbody Living Trust	Off Shields Rd	0.59	\$8,568	\$8,568	\$3,427
12-260-07-001	Leonard John B & Maret Michael S	Off Shields Rd	0.77	\$8,988	\$8,988	\$3,595
12-260-07-002	Leonard John B & Maret Michael S	Off Dug Gap Rd	3.03	\$15,255	\$15,255	\$6,102
12-260-07-005	Pearl R Lightbody Living Trust	Off Dug Gap Rd	0.43	\$7,980	\$7,980	\$3,192
12-260-07-009	Apples Landing LLC	Off Shields Rd	0.44	\$10,480	\$10,480	\$4,192
12-260-07-016	Apples Landing LLC	Off Shields Rd	0.33	\$6,804	\$6,804	\$2,722
12-260-07-017	White Dixon & Bette Lee	1910 Shields Rd	1.52	\$167,698	\$167,698	\$67,079

12-260-07-010	Apples Landing LLC	1906 Shields Rd	0.76	\$162,154	\$162,154	\$64,862
12-260-07-007	Unity Baptist Church of Dalton	1378 Dug Gap Rd	2.12	\$1,750,479	\$0	\$0
12-260-07-021	Cox Kenneth Leon & Delores A	1394 Dug Gap Rd	0.86	\$194,337	\$194,337	\$77,735
12-260-07-002	Rushing Timothy Q	1400 Dug Gap Rd	0.71	\$260,781	\$260,781	\$104,312
12-260-07-014	Wiley Kendrick C	Shields Rd	0.98	\$202,395	\$202,395	\$80,958
12-273-01-015	Sommers Linda	1325 Dug Gap Rd	1.27	\$249,549	\$249,549	\$99,820
12-260-01-002	RP Patel, LLC	1321 Dug Gap Rd	0.45	\$161,643	\$161,643	\$64,657
12-260-01-003	Grimaldo Lorenzo Sanchez	1323 Dug Gap Rd	0.71	\$247,603	\$247,603	\$99,041
12-273-01-017	Thacker George Michael & Varena S	1327 Dug Gap Rd	0.41	\$221,264	\$221,264	\$88,506
12-273-01-018	Craig Ruth Cate	1329 Dug Gap Rd	0.39	\$115,808	\$115,808	\$46,323
12-273-01-002	Goin Deep Limited Partnership	1403 Dug Gap Rd	1.57	\$394,028	\$394,028	\$157,611
12-273-01-003	SCF RC Funding II, LLC	1405 Dug Gap Rd	1.58	\$257,735	\$257,735	\$103,094
12-273-01-004	Smith Mark Brian	1407 Dug Gap Rd	0.77	\$135,999	\$135,999	\$54,400
12-261-16-000	Blue Star Hospitality, LLC	936 Market Street	2.01	\$3,208,082	\$3,208,082	\$1,283,233
12-261-01-010	Shubham and Miraj, LLC	1529 W Walnut Ave	2.77	\$2,498,523	\$2,498,523	\$999,409
12-261-01-005	Collis Foods Inc	1527 W Walnut Ave	0.70	\$464,588	\$464,588	\$185,835
12-261-01-008	Bryant Walace C Trustee	1523 W Walnut Ave	1.24	\$1,117,053	\$1,117,053	\$446,821
12-261-01-003	Market Street Dalton, LLC	1521 W Walnut Ave	0.91	\$953,587	\$953,587	\$381,435
12-261-01-013	Dalton Foods, LLC	1519 W Walnut Ave	0.87	\$665,661	\$665,661	\$266,264
12-260-19-000	Chick-Fil-A, Inc.	1517 W Walnut Ave	0.92	\$814,381	\$814,381	\$325,752
12-261-01-006	4 Partners, LLC	911 Market Street	2.06	\$2,159,721	\$2,159,721	\$863,888
12-260-21-000	Silver Hospitality, LLC	1518 W Walnut Ave	1.36	\$2,948,460	\$2,948,460	\$1,179,384
12-260-31-000	Dalton Development Partners, LLC	1308 W Walnut Ave	10.60	\$11,687,709	\$11,687,709	\$4,675,084
	TAD Totals	77	128.37	\$84,893,115	\$83,080,716	\$33,957,246

X

APPENDIX B. DALTON CITY COUNCIL

David Pennington, Mayor

Derek Waugh, Ward 1

Annalee Harlan, Ward 2

Tyree Goodlett, Ward 3

Gary Crews, Ward 4

Jason Parker, City Administrator

APPENDIX C. WHITFIELD COUNTY COMMISSION

Lynn Laughter, Chairman

Barry Robbins, District 1

Harold Brooker, District 2

Roger Crossen, District 3

Greg Jones, District 4

Mark Gibson, County Administrator

APPENDIX D. DALTON PUBLIC SCHOOLS, BOARD OF EDUCATION

Matt Evans, Chair

Palmer Griffin, Vice Chair

Tulley Johnson, Treasurer

Jody McClurg, Board Member

Sam Sanders, Board Member

Dr. Tim Scott, Superintendent of Schools



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Ordinance 20-16 Updating Chapter 6 Alcohol Beverage Codes

Department: Administration

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:

An Ordinance Of The City Of Dalton To Amend Article I "In General" And Article II "License" Of Chapter 6 "Alcohol" of the Revised Code Of Ordinances Of 2001 Of The City Of Dalton As Provided Herein; To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-16

An Ordinance Of The City Of Dalton To Amend Article I “In General” And Article II “License” Of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 Of The City Of Dalton As Provided Herein; To Provide For The Home Delivery Of Alcohol; To Provide For Carryout Of Alcohol; To Provide For Tasting Events; To Provide For License Fees; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Article I “In General” and Article II “License” of Chapter 6 “Alcohol” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the City desires to revise and amend Article I “In General” and Article II “License” of Chapter 6 “Alcohol” to provide for the home delivery of alcohol and to provide for tasting events;

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

-1-

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

-2-

Section 6-1 “Definitions” of Article I “In General” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following definition:

Package goods retailer means a person licensed pursuant to O.C.G.A. §3-3-10(a)(7) to sell alcoholic beverages in unbroken packages for consumption off premises.

-3-

Section 6-63 “Types of Licenses” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-63 (16) Retail delivery license.

Section 6-63 (17) Package delivery license.

-4-

Section 6-66 “Limitations on use” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-66 (d) Holders of a pouring distilled spirits license shall not be permitted to sell distilled spirits in the package for home delivery.

Section 6-66 (e) Holders of a pouring wine license shall be permitted to sell wine by the package for home delivery upon obtaining a retail delivery license.

Section 6-66 (f) Holders of a pouring malt beverage license shall be permitted to sell malt beverages by the package for home delivery upon obtaining a retail delivery license.

Section 6-66 (g) Holders of a package wine license shall be permitted to sell wine by the package for home delivery upon obtaining a package delivery license.

Section 6-66 (h) Holders of a package malt beverage license shall be permitted to sell malt beverages by the package for home delivery upon obtaining a package delivery license.

Section 6-66 (i) Holders of a package distilled spirits license shall be permitted to sell distilled spirits by the package for home delivery upon obtaining a package delivery license.

-5-

Section 6-73 “Amount of fees” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding the following:

Section 6-73 (a)(12) retail delivery license 500.00

Section 6-73 (a)(13) package delivery license 500.00

-6-

Section 6-77 “Wine Tasting” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is hereby repealed in its entirety. Section 6-77

“Malt Beverage, Wine and Distilled Spirits Tasting” of Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is hereby adopted and shall read as follows:

- (a) A malt beverage tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of malt beverage by the package and a valid current malt beverage license from the state.
- (b) A wine tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine from the state.
- (c) A distilled spirits tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of distilled spirits beverage by the package and a valid current distilled spirits beverage license from the state.
- (d) Any tasting occurring on the premises of a business possessing a tasting permit shall be limited to an area that is separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the tasting area.
- (e) An eligible licensee may petition the city for a tasting permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid license for the sale of malt beverage, wine, or distilled spirits by the package issued by the city.

- (f) A tasting permit shall allow the permittee to offer or sell samples in connection with an instructional or educational promotion and the samples must be consumed in the presence of a representative of the licensed business.
- (g) A tasting permit shall allow the permittee to offer 52 tasting events per year, for no more than one time per day, for a maximum of four hours, and only during the hours the licensed premises may lawfully sell unbroken packages of alcohol.
- (h) A tasting event may only include one type of alcoholic beverage per event, may include more than one brand of each type of alcoholic beverage, and no more than four brands may be open at any one time during the tasting event.
- (i) A tasting permittee shall be subject to all laws, rules and regulations of the city and state, including O.C.G.A. § 3-3-26 and rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to tasting permit revocation for violation thereof.
- (j) Said tasting permit need only be applied for once and shall automatically renew when said license to sell malt beverages, wine, or distilled spirits by the package is renewed. Provided, however, that the city may revoke or suspend such tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety and welfare of the city's inhabitants.

-7-

Article II “License” of Chapter 6 “Alcohol” of the Revised Code Of Ordinances Of 2001 of the City of Dalton is amended by adding Section 6-79 to read as follows:

Section 6-79 – Home deliveries

- (a) A package goods retailer that holds a pouring malt beverage license may obtain a retail delivery license for home deliveries of malt beverages.
- (b) A package goods retailer that holds a pouring wine license may obtain a retail delivery license for home deliveries of wine.
- (c) A package goods retailer that holds a package malt beverage license may obtain a package delivery license for home deliveries of malt beverages.
- (d) A package goods retailer that holds a package wine license may obtain a package delivery license for home deliveries of wine.
- (e) A package goods retailer that holds a package distilled spirits license may obtain a package delivery license for home deliveries of distilled spirits.
- (f) A retail delivery licensee and package delivery licensee shall be subject to all laws, rules and regulations of the city and state, including O.C.G.A. § 3-3-10 and shall be subject to delivery license revocation for violation thereof.

-8-

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

-9-

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

hereby repealed.

-10-

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

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

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

CITY OF DALTON, GEORGIA

Attest:

MAYOR

CITY CLERK

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

CITY CLERK
CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/16/2020

Agenda Item: Airport Federal and State CIP Update for 2021-2026

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget

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

Requesting approval of the Airport's annual update to the 5-year Federal and State Capital Improvement Plan (CIP). The plan outlines future projects which we will request Federal, State and local funds for. Funds have already been awarded for FY2021. For the FY22 AIP program, we are requesting \$2,020,000. Out of those project requests, \$1,413,000 would be Federal Airport Improvement Program funds; \$416,000 would be State grants; and \$191,000 would be local funds. Replacing the Automated Weather System (AWOS) and the new t-hangar apron would be 75/25 split projects with State and Local funds respectively. Additionally, we are requesting \$746,000 in local funds for new hangar buildings. Approval of this CIP plan does not commit the City to spending these dollars, but rather, is part of the application process for federal and state funds. We will have the chance to approve or deny each project should they be accepted for funding by the FAA and GDOT. Attached is the updated CIP and applications for FY22 Federal and State funds which must be signed by the Mayor, if approved.

**DALTON MUNICIPAL AIRPORT (DNN)
DALTON, GA
FY2022-2026 CIP**

11/9/2020
3:50 PM

FY		PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2021	1.	LAND ACQUISITION - PHASE I (EASEMENT) RPZ APPROACH RUNWAY 32 INCLUDING SURVEY, APPRAISAL, AND OBSTRUCTION REMOVAL DESIGN	\$ 287,500	\$ 258,750	\$ 14,375	\$ 14,375
		TOTAL, FY 2021	\$ 287,500	\$ 258,750	\$ 14,375	\$ 14,375
2022	1.	PHASE I - RPZ APPROACH RUNWAY 32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	REPLACE AWOS	\$ 130,000	\$ -	\$ 97,500	\$ 32,500
	3.	APRON OVERLAY/REHABILITATION PHASE 2	\$ 1,270,000	\$ 1,143,000	\$ 63,500	\$ 63,500
	4.	NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)	\$ 320,000	\$ -	\$ 240,000	\$ 80,000
	5.	DESIGN AND CONSTRUCT 8 UNIT T-HANGAR AND 2 CORPORATE HANGARS	\$ -	\$ -	\$ -	\$ 746,000
		TOTAL, FY 2022	\$ 2,020,000	\$ 1,413,000	\$ 416,000	\$ 937,000
2023	1.	LAND ACQUISITION - PHASE II (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	PHASE II - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3.	ROTATING BEACON UPGRADE	\$ 10,000	\$ 9,000	\$ 500	\$ 500
	4.	DESIGN RUNWAY 14-32 AND PARALLEL TAXIWAY REHABILITATION INCLUDING TAXIWAY EGRESS	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
		TOTAL, FY 2023	\$ 910,000	\$ 819,000	\$ 45,500	\$ 45,500
2024	1.	LAND ACQUISITION - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	PHASE III - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3a.	NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)	\$ 320,000	\$ 288,000	\$ 16,000	\$ 16,000
	3b.	DESIGN AND CONSTRUCT 8 UNIT T-HANGAR AND 2 CORPORATE HANGARS		\$ -	\$ -	\$ 746,000
	4.	DBE PLAN UPDATE	\$ 12,000	\$ 10,800	\$ 600	\$ 600
		TOTAL, FY 2024	\$ 932,000	\$ 838,800	\$ 46,600	\$ 792,600
2025	1.	LAND ACQUISITION - PHASE IV (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	PHASE IV - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3.	RUNWAY CRACK SEAL AND REMARKING DESIGN AND CONSTRUCTION	\$ 90,000	\$ 81,000	\$ 3,000	\$ 6,000
		TOTAL, FY 2025	\$ 690,000	\$ 621,000	\$ 33,000	\$ 36,000
2026	1.	RUNWAY 14-32 AND PARALLEL TAXIWAY REHABILITATION INCLUDING TAXIWAY EGRESS 2024	\$ 2,500,000	\$ 2,250,000	\$ 125,000	\$ 125,000
	2.	T-HANGAR AND CORPORATE HANGAR TAXILANE/APRON REHABILITATION DESIGN	\$ 100,000	\$ 90,000	\$ 5,000	\$ 4,500
		TOTAL, FY 2026	\$ 2,600,000	\$ 2,340,000	\$ 130,000	\$ 129,500
		TOTAL, FY 2022-2026	\$ 7,152,000	\$ 6,031,800	\$ 671,100	\$ 1,940,600

*Airport would accept AWOS replacement as state project (75/25) if funds are available.

Approved by:

David Pennington, Mayor
City of Dalton

To be received by 30 November, 2020 at:
Georgia Department of Transportation-Aviation Programs
600 W. Peachtree St NW, 6th floor
Atlanta, Georgia 30308

Application for State Assistance

Date Submitted: 11/30/2020	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: Mr. David Pennington, Mayor City of Dalton/Dalton Municipal Airport PO Box 1205 Dalton, GA 30722 Telephone: (706) 226-1534	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Andrew Wiersma, Airport Manager Telephone: (706) 618-4384
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> Replace AWOS.	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate sheet if more space is needed.</i> The proposed action would provide funding to replace the airport's existing AWOS.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$130,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
<p>The applicant by signature, hereby certifies as follows:</p> <p>A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)</p> <p>B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)</p> <p>C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria.</p> <p>D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.</p> <p>E. PUBLIC USE – All elements of the work in the project will be for public use.</p> <p>F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.</p> <p>G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.</p> <p>H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.</p>	
_____ SIGNATURE OF APPLICANT	Mayor _____ TITLE OF APPLICANT

Application for State Assistance

Date Submitted: 11/30/2020	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: Mr. David Pennington, Mayor City of Dalton/Dalton Municipal Airport P.O. Box 1205 Dalton, GA 30722 Telephone: (70) 618-4384	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Andrew Wiersma, Airport Manager Telephone: (706) 618-4384
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> New T-Hangar Apron (To Include Grade Work, Base, and Asphalt)	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate sheet if more space is needed.</i> The proposed action would provide funding to construct a new t-hangar apron including grade work, base, and asphalt.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$320,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
<p>The applicant by signature, hereby certifies as follows:</p> <p>A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)</p> <p>B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)</p> <p>C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria.</p> <p>D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.</p> <p>E. PUBLIC USE – All elements of the work in the project will be for public use.</p> <p>F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.</p> <p>G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.</p> <p>H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.</p>	
_____ SIGNATURE OF APPLICANT	Mayor _____ TITLE OF APPLICANT

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

11/30/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Dalton

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

58-6000557

*** c. Organizational DUNS:**

0758692300000

d. Address:

*** Street1:**

P.O. Box 1205

Street2:

*** City:**

Dalton

County/Parish:

Whitfield

*** State:**

GA: Georgia

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

30722

e. Organizational Unit:

Department Name:

Dalton Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

David

Middle Name:

*** Last Name:**

Pennington

Suffix:

Title:

Mayor

Organizational Affiliation:

City of Dalton

*** Telephone Number:**

706-226-1534

Fax Number:

*** Email:**

kwitherow@daltonga.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Phase 1 - RPZ Approach Runway 32 Obstruction Removal

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2021

* b. End Date: 06/30/2022

18. Estimated Funding (\$):

* a. Federal	270,000.00
* b. Applicant	
* c. State	15,000.00
* d. Local	15,000.00
* e. Other	
* f. Program Income	
* g. TOTAL	300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: David

Middle Name:

* Last Name: Pennington

Suffix:

* Title: Mayor

* Telephone Number: 706-226-1534

Fax Number:

* Email: kwitherow@daltonga.gov

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

11/30/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Dalton

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

58-6000557

*** c. Organizational DUNS:**

0758692300000

d. Address:

*** Street1:**

P.O. Box 1205

Street2:

*** City:**

Dalton

County/Parish:

Whitfield

*** State:**

GA: Georgia

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

30722

e. Organizational Unit:

Department Name:

Dalton Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

David

Middle Name:

*** Last Name:**

Pennington

Suffix:

Title:

Mayor

Organizational Affiliation:

City of Dalton

*** Telephone Number:**

706-226-1534

Fax Number:

*** Email:**

kwitherow@daltonga.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Apron Overlay/Rehabilitation Phase 2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2021

* b. End Date: 06/30/2022

18. Estimated Funding (\$):

* a. Federal	1,143,000.00
* b. Applicant	
* c. State	63,500.00
* d. Local	63,500.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,270,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: David

Middle Name:

* Last Name: Pennington

Suffix:

* Title: Mayor

* Telephone Number: 706-226-1534

Fax Number:

* Email: kwitherow@daltonga.gov

* Signature of Authorized Representative:

* Date Signed:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-2020

Agenda Item: Letter of Intent to Lease Airport Land to Steve Herndon

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: 0

Funding Source if Not in Budget N/A

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

The Dalton Airport Authority wishes to lease a 70x70ft plot of Airport land to Steve Herndon for the purpose of building a private aircraft hangar. The purpose of this letter of intent is to provide Mr. Herndon a guarantee of certain terms so that he can move forward with purchasing the hangar building and filing FAA forms and permits while a lease is being finalized.

MITCHELL & MITCHELL, P.C.

ATTORNEYS AT LAW

ESTABLISHED 1924

TERRY L. MILLER
G. GARGANDI VAUGHN
WILLIAM J. KIMSEY
W. CODY NEWSOME

108 SOUTH THORNTON AVENUE
POST OFFICE BOX 668
DALTON, GEORGIA 30722-0668
TELEPHONE: (706) 278-2040
FACSIMILE: (706) 278-3040
www.mmfirmlaw.com

D. WRIGHT MITCHELL
(1895 – 1970)
DOUGLAS W. MITCHELL, JR.
(1923 – 1984)
NEIL WESTER
(1944 – 2006)

November 17, 2020

Herndon Properties, LLC
ATTN: Steve Herndon
522 North Elm Street
Dalton, GA 30721

RE: Letter of Intent
Ground lease for construction of hanger(s)
Dalton Municipal Airport

Dear Mr. Herndon:

On behalf of the City of Dalton, this letter confirms the City's and your mutual interest in regards to the current potential transaction described herein ("Prospective Transaction") between the City of Dalton and Herndon Properties, LLC:

1. **Terms.** The principal terms of the proposed transaction would be substantially as follows:
 - (a) **Effective Acquisition.** The transaction currently under negotiations is the ground lease of approximately 70 x 70 feet and authorization to construct a hanger(s) at the City of Dalton Municipal Airport for private use for an initial period of 5 years, said term to be amended to 20 years upon amendment of the City Charter permitting leases of said length of time. The City shall endeavor to complete the charter amendment process within 90 days.
 - (b) **Consideration.** Should a final agreement be made, the aggregate consideration for the ground lease shall be \$0.05/sq. ft per month to increase annually based on the Consumer Price Index of the previous year.
2. **Liability.** Steve Herndon and Herndon Properties, LLC hereby acknowledge that as part of the to be negotiated agreement Herndon Properties, LLC shall assume all liability associated with the lease, construction, and use of the ground lease and hanger to be constructed and shall fully indemnify the City of Dalton from any loss arising therefrom. In addition, Steve Herndon shall maintain or pay for the cost of general liability insurance naming the City of Dalton as insured/additional insured as may be determined by the City.

3. **Expenses.** Buyer and Seller will pay their respective expenses incident to this letter of intent, and the transactions contemplated hereby and thereby.
4. **Enforcement.** This document, in and of itself, does not represent an enforceable legal or binding contract. Further negotiations and documentation including preparation and execution of a final agreement is required for the Prospective Transaction.

ACCEPTED AND AGREED, I, Steve Herndon, agree with the intentions of the above letter of intent and I understand that this letter of intent is not a binding agreement.

Herndon Properties, LLC

By: _____

Steve Herndon

Date: _____

Title: _____

Thank you for your attention and cooperation in this matter.

Sincerely,

G. Gargandi Vaughn
City Attorney
City of Dalton

Cc: Client
Enclosure



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/16/2020

Agenda Item: Resolution to receive vehicle donation from Joe Fields for the Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? Yes

Cost: 0

Funding Source if Not in Budget N/A

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

Joe Fields, CEO of Tencate Polyloom, wishes to donate a 2005 Cadillac STS to the Airport to be used as a courtesy vehicle for airport patrons. Mr. Fields flies into the Dalton Airport often and frequently uses the Airport's courtesy cars.

CITY OF DALTON
RESOLUTION
Resolution No. 20-27

RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATED PROPERTY
from
JOE E. FIELDS

WHEREAS, the Mayor and Council of the City of Dalton has determined that it is consistent with the best interests of the City of Dalton and its citizens that the City of Dalton accept the donation of a motor vehicle as described in Exhibit “A” (the “Property”) by and from Joe E. Fields (the “Donor”);

WHEREAS, the City of Dalton is authorized to accept donated property under the authority of the Charter of the City of Dalton Sections 4-8(f), 4-8(r) and 4-8(aa) and O.C.G.A. §36-37-2 for public use;

WHEREAS, the Mayor and Council have determined that the donation of Property shall provide public benefits to the City of Dalton for use as a courtesy vehicle by the Dalton Airport Authority;

WHEREAS, the Donor has agreed to donate the Property for use as a courtesy vehicle by the Dalton Airport Authority of the City of Dalton;

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

THAT the City of Dalton hereby approves and accepts the donation of the Property and the proposed terms of donation as provided for herein.

BE IT FURTHER RESOLVED, that the City of Dalton shall and does hereby accepts the donation of the Property for use as a courtesy vehicle by the Dalton Airport Authority of the City of Dalton.

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

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

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

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

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

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

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

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

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

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

Exhibit “A”

Motor Vehicle:

Owner: Joe E. Fields
Year: 2005
Make: Cadillac
Model: STS
VIN: 1G6DC67A350183365



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	11/16/20
Agenda Item:	Contract for Services with Spartan Management, LLC. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes
Cost:	\$ 125,560.00 (annually)
Funding Source if Not in Budget	Contract Services Budget Line from Public Works, Airport, and Park & Recreation

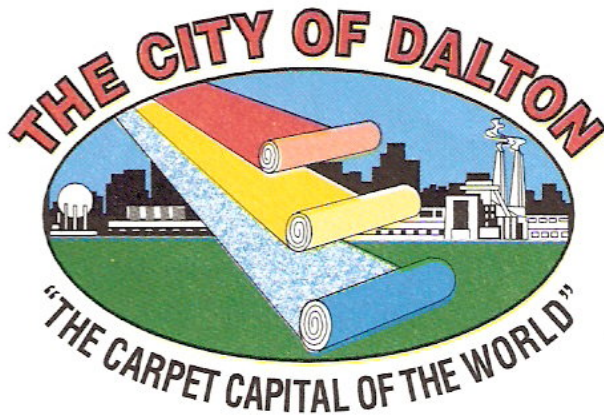
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This contract for services with Spartan Management, LLC. is to perform the 2021 – 2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton listed in the attached contract for Bid Alternate “A”, “C”, and “D”.

Seven (7) bids were received for completion of this work, and Spartan Management, LLC. was the lowest responsible bidder for Bid Alternate “A”, “C”, and “D” for a combined total annual price of \$125,560.00.

The funding sources for this project will be from line items for Contract Services from each department including Public Works, Airport, and Parks and Recreation.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**2021 thru 2023 MOWING & OTHER LANDSCAPING SERVICES
30 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
&
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BIDS

CITY OF DALTON DALTON, GEORGIA

Sealed bids will be received by the City of Dalton for **MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Tuesday, October 27, 2020** until 2:00 PM at the Office of the Finance Department, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

PROJECT DESCRIPTION:

The work consists of **MOWING AND OTHER LANDSCAPING SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 30 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, C, and D. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2021, 2022, 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website www.daltonga.gov under the Finance Department's Policies and Forms page. This packet provides an overview of the minimum insurance coverages required.

In order to be considered a responsive bidder, the contractor must be in compliance with the Georgia Security and Immigration Compliance Act and shall submit with their bid, a signed and notarized affidavit verifying its compliance with O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verify.

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Tosha Haynes, Office Manager, at 706-278-7077.

A mandatory pre-bid meeting is scheduled for **Monday, October 12, 2020 at 9:00AM** to begin at the Public Works Office. Please reserve a full day to tour the 30 sites included in this package. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be addressed to Megan Elliott by email melliott@daltonga.gov no later than 72 hours prior to the scheduled bid opening.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Chief Financial Officer, City of Dalton**, and marked as follows: **"Proposal for Mowing and Other Landscaping Services (Dalton Public Works Department, Dalton Municipal Airport, & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

10/22/2020
Date

02/27/2020
Authorization Date for EEV Program

Spartan Management, LLC
Contractor Name

1512765
Employment Eligibility (EEV) #

President
Title of Authorized Officer or Agent of Contractor

Brad Nassau
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 22 day of October, 20 20

Samantha Oliver
Notary Public

My Commission Expires: 6/10/22

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

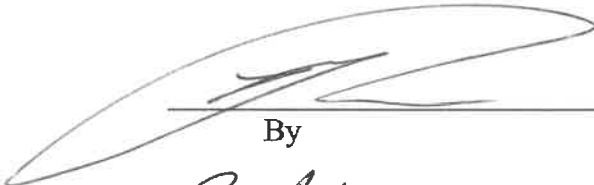
OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared Brad Nassaur (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of Sparks Management, LLC (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2021 Thru 2023 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 22 day of October, 2020.

Company Officer:


By _____
Brad Nassaur
Print

Sworn to and subscribed before me,
this 22 day of October, 2020.

Samantha Oliver
Notary Public



CITY OF DALTON
DALTON, GA

BID FORM

MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Item Description:

Provide mowing and other services at all thirty (30) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

Lump Sum Not

Awarded to Spartan Management, LLC

LUMP SUM BID: \$ 162,178.00
Per Calendar Year for
2021, 2022, 2023

Bid Alternate A:

Provide mowing and other services at the following locations within the City of Dalton:

1. West Hill Cemetery
2. Oak Hill Cemetery
3. Old Presbyterian Cemetery

BID ALTERNATE "A": \$ 74,800.00
Per Calendar Year for
2021, 2022, 2023

Bid Alternate B:

Provide mowing and other services at the following locations within the City of Dalton:

4. Veterans Park
5. Huff House
6. Hamilton House & Crown Gardens and Park Areas
7. Trammell Street
8. East Morton & Sheryl Drives Islands
9. Kenilworth Court Median
10. Carpet Capital Rotary Park
11. Willow Park Median
12. Thornton Avenue/Walnut Avenue Islands
13. Woodpark Estates Islands
14. Public Works Office
15. City Hall
16. Cemetery Chapel

Alternate "B" Not Awarded to Spartan Management, LLC

BID ALTERNATE "B": \$ 36,618.00

Per Calendar Year for
2021, 2022, 2023

Bid Alternate C:

Provide mowing and other services at the following locations within the City of Dalton:

17. Dalton Municipal Airport

BID ALTERNATE "C": \$ 13,660.00

Per Calendar Year for
2021, 2022, 2023

Bid Alternate D:

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

- 18. Old City Park/Adjacent Corner
- 19. Dalton Green
- 20. Gateway / Central Park
- 21. Senior Center
- 22. Civitan Park/Mockingbird Trail
- 23. Brookwood Park
- 24. V. D. Parrott Park
- 25. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain
- 26. Crown Mill Cut Through
- 27. Mack Gaston Community Center
- 28. Otis Cook Tree Park
- 29. Burr Park
- 30. Waterfall Park

BID ALTERNATE "D": \$ 37,100.00

Per Calendar Year for
2021, 2022, 2023

Bid(s) submitted by (Contractor Name): Spartan Management, LLC

Signed by (Company Officer): [Signature]

Print Name and Title: Brad Nassour - President

Witnessed by (Name and Signature): Samantha Olivier [Signature]

CITY OF DALTON

AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 16 day of November, 20 20 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Spartan Management, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternatives A, C, and D Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on January 1, 2021 and continue said services through December 31, 2021. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 125,560.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and

incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative A, Airport Manager for Bid Alternative C, and Parks and Recreation Director for Bid Alternative D;
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, and its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or

property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Spartan Management, LLC
3579 Kellogg Creek Rd
Acworth, GA 30102

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:
Spartan Management LLC

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2021, 2022, and 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

Alternate “A”	=	<u>\$74,800.00</u>
Alternate “B”	=	<u>Not Awarded to Spartan</u>
Alternate “C”	=	<u>\$13,660.00</u>
Alternate “D”	=	<u>\$37,100.00</u>

Note: These alternates shall be billed separately as follows:

Alternate A = \$74,800.00 (annually)
Bill to City of Dalton Public Works Department
Attn: Tosha Haynes (thaynes@daltonga.gov) and
Megan Elliott (melliott@daltonga.gov)

Alternate C = \$13,660.00 (annually)
Bill to Dalton Municipal Airport
Attn: Kim Witherow (kwitherow@daltonga.gov
and Andrew Wiersma (awiersma@daltonga.gov)

Alternate D = \$37,100.00 (annually)
Bill to Dalton Parks and Recreation Department
Attn: Barbara Langford (blangford@daltonga.gov)
and Russ Teasley (rteasley@daltonga.gov)

- Contractor will submit payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City’s designees.

BID ALTERNATE “A”

City of Dalton Landscaping Bid Package “A” Specifications

I. West Hill Cemetery

A. Description of services

- The contractor will mow and weed eat all maintained areas (indicated in red on the map) of Dalton’s West Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. This contract does not include the landscaped area around the chapel.
- The contractor will utilize mowers equipped with mulching decks to minimize grass accumulation on tombstones and monuments. Should grass clippings get on tombstones and monuments, contractor must blow these clippings off as soon as possible.
- The cemetery should be completed on a weekly basis, weather permitting. The contractor will make every effort to finish West Hill each week before the weekend, as the cemetery receives more visitors at that time. No mowing on Sunday whatsoever.
- The contractor shall maintain a full staff of four workers for completing the work at this location each week.
- Special consideration must be given to the cemetery around the time of the Easter, Mother’s Day, Father’s Day, Memorial Day, and Fourth of July holiday weeks.
- The contractor’s mowing services are to be provided from March 15 through November 15 on a weekly basis and twice a month from November 15 through December 15.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor’s employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor’s on-site contact person.
- The cemetery sexton will provide a list and show the contractor the location of grave sites that are maintained by individuals and are not to be disturbed. This list is subject to change.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

B. Additional contract requirements

- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton

- The service provider will bill Dalton Public Works Department monthly
- The contract period runs from January 1, 2021 – Dec. 31, 2023. Contractors should submit bids that include a yearly bid for each of the three year contract duration.

II. Oak Hill Cemetery

A. Description of services

- The contractor will mow and weed eat all maintained areas of Dalton's Oak Hill Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc. The narrow islands of grass between the sidewalk and both Waugh and Boundary streets must be maintained by the contractor as well. All sidewalks and curbs should be edged and blown off.
- The cemetery should be completed on a weekly basis
- The contractor's services are to be provided from March 15 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

III. Old Presbyterian Cemetery

A. Description of services

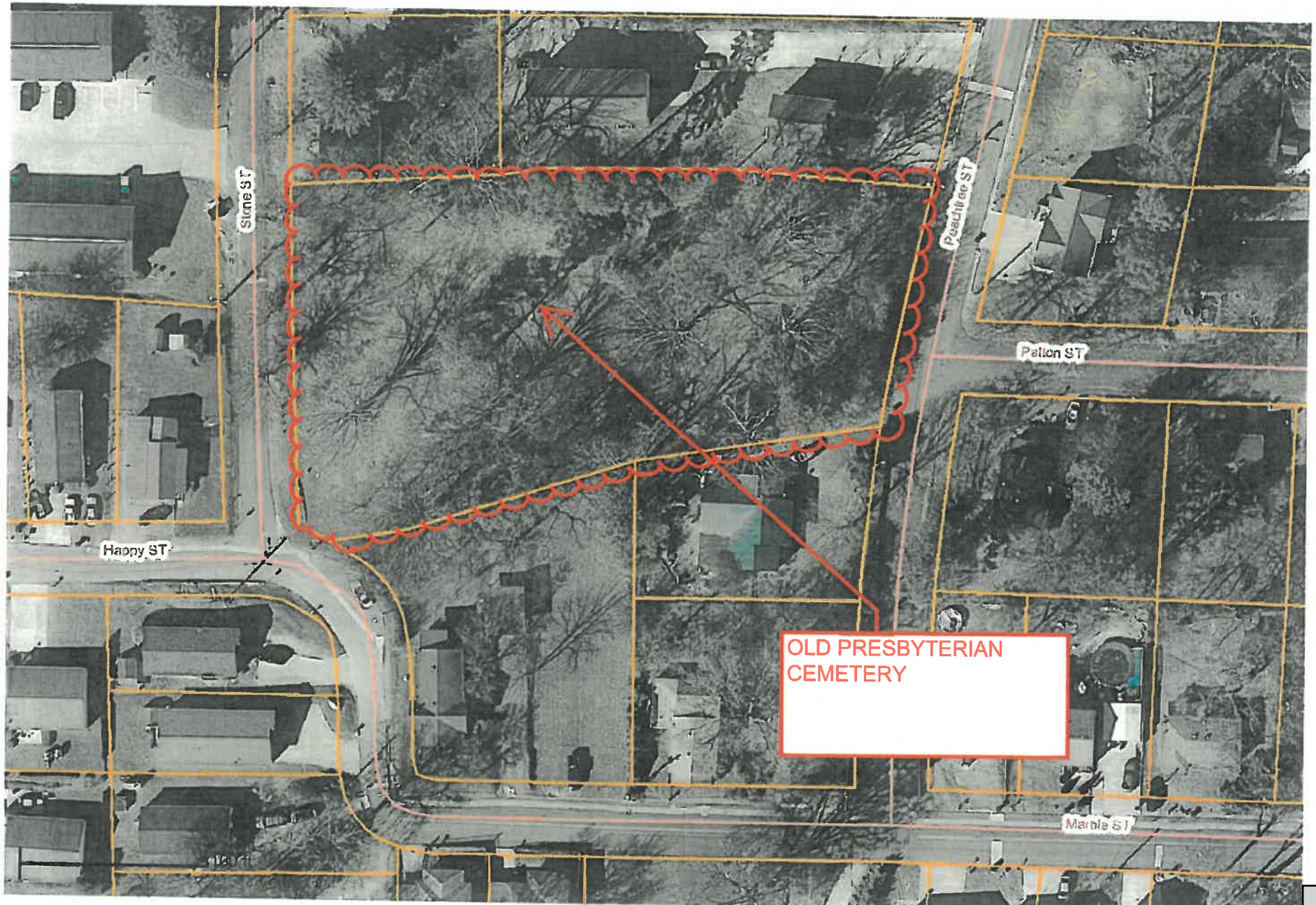
- The contractor will mow and weed eat all maintained areas of Dalton's Old Presbyterian Cemetery. This includes ditches, banks, and trim work around all obstructions like tombstones, stone walls, fences, trees, shrubbery, etc.
- The cemetery should be completed on a weekly basis.
- The contractor's services are to be provided from March 15 through November 15 on a weekly basis and twice per month from November 15 through December 15 of each calendar year.
- The contractor is responsible for any damage to monuments or other property caused by mowers, weed eaters, or other equipment used by the contractor's employees.
- No herbicide use is allowed. The contractor may use insecticides for ants, bees, and wasps.

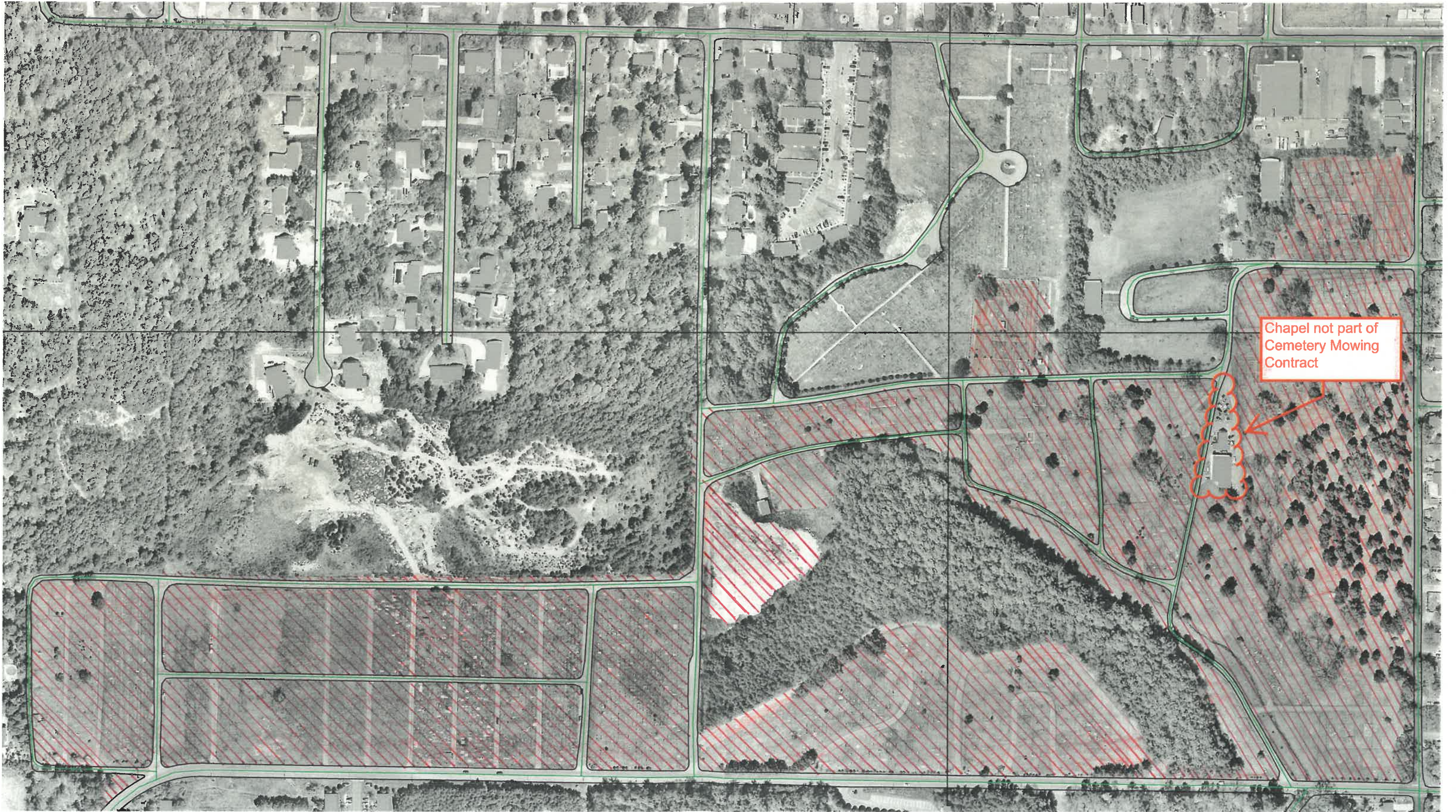
- Debris that inhibits mowing must be gathered up and placed in a designated pick up location.
- The cemetery sexton will serve as the contractor's on-site contact person.
- The contractor is not responsible for tree care at the cemetery. Low hanging limbs and other tree problems will be handled by the Landscaping Division of the Public Works Department. The contractor is asked to report any problems that they notice to the cemetery sexton.

Whitfield County GIS

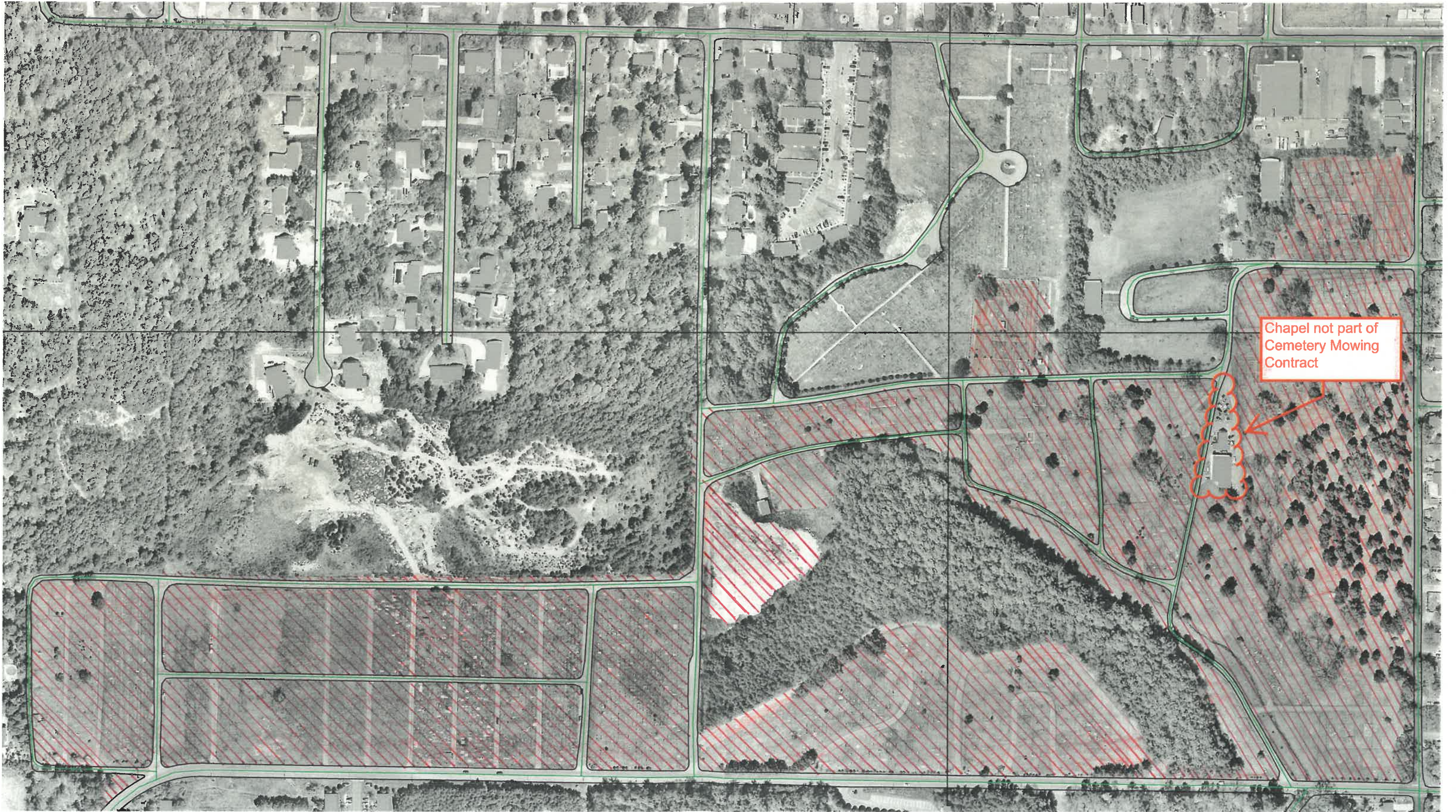


Whitfield County GIS





Chapel not part of
Cemetery Mowing
Contract



Chapel not part of
Cemetery Mowing
Contract

BID ALTERNATE “C”

City of Dalton Landscaping Bid Package C Specifications

I. Dalton Municipal Airport

A. Description of services

- The contractor will provide mowing services from March 1 – December 1 of each calendar year. The contract term is for three years beginning January 1, 2021.

B. Public areas

- The public areas will be mowed once weekly (colored green on the attached map). There shall be a maximum of 7 days allowed between mows of these areas. This includes weed eating around all areas that are unable to be mowed, edging all walkways and curbs, weeding (pulling weeds, not spraying with herbicides) all beds and tree rings, and blowing off all walkways and pads. Any weeds around the foundations of hangar buildings should be sprayed with herbicide as needed. Any litter present in mowed areas should be collected and removed.
- The contractor will prune all shrubs and bushes as needed to maintain their health and appearance. The contractor is responsible for the removal of the clippings. Any shrub or bush that perishes must be replaced at the contractor's expense.
- Contractor shall prune crape myrtles (19 total) the first or second week of March for each calendar year (location specified on map).
- In September, a winter planting of pansies is to be installed in the beds immediately adjacent to the Terminal Building on both the road-side and aircraft ramp-side of the building. In late April or by the first of May, these same beds are to receive an installation of summer annuals.
- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually. Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilant may be applied. Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one, by all means available.
- Any changes to the design or contents of the landscape, unless specified in writing, must be pre-approved by the City's Airport Manager or Landscape Foreman.

C. Runway and taxiway areas

- The runway and taxiway areas (colored orange on the map) are to be mowed every-other-week. There shall be a maximum of 14 days allowed between mows of these areas. Any litter present in mowed areas should be collected and removed.
- Be careful mowing around the fragile runway lights. The contractor is liable for any damage to airport property.
- Please remain alert and maintain considerable space between mowers and incoming and outgoing airplanes.
- Mow the narrow area outside the fence that runs alongside Airport Road. This fence should be sprayed with herbicide as needed to keep weeds and grasses under control.
- All zones that fall outside the colored areas of the map are maintained by Dalton Public Works Department

D. Additional contract requirements

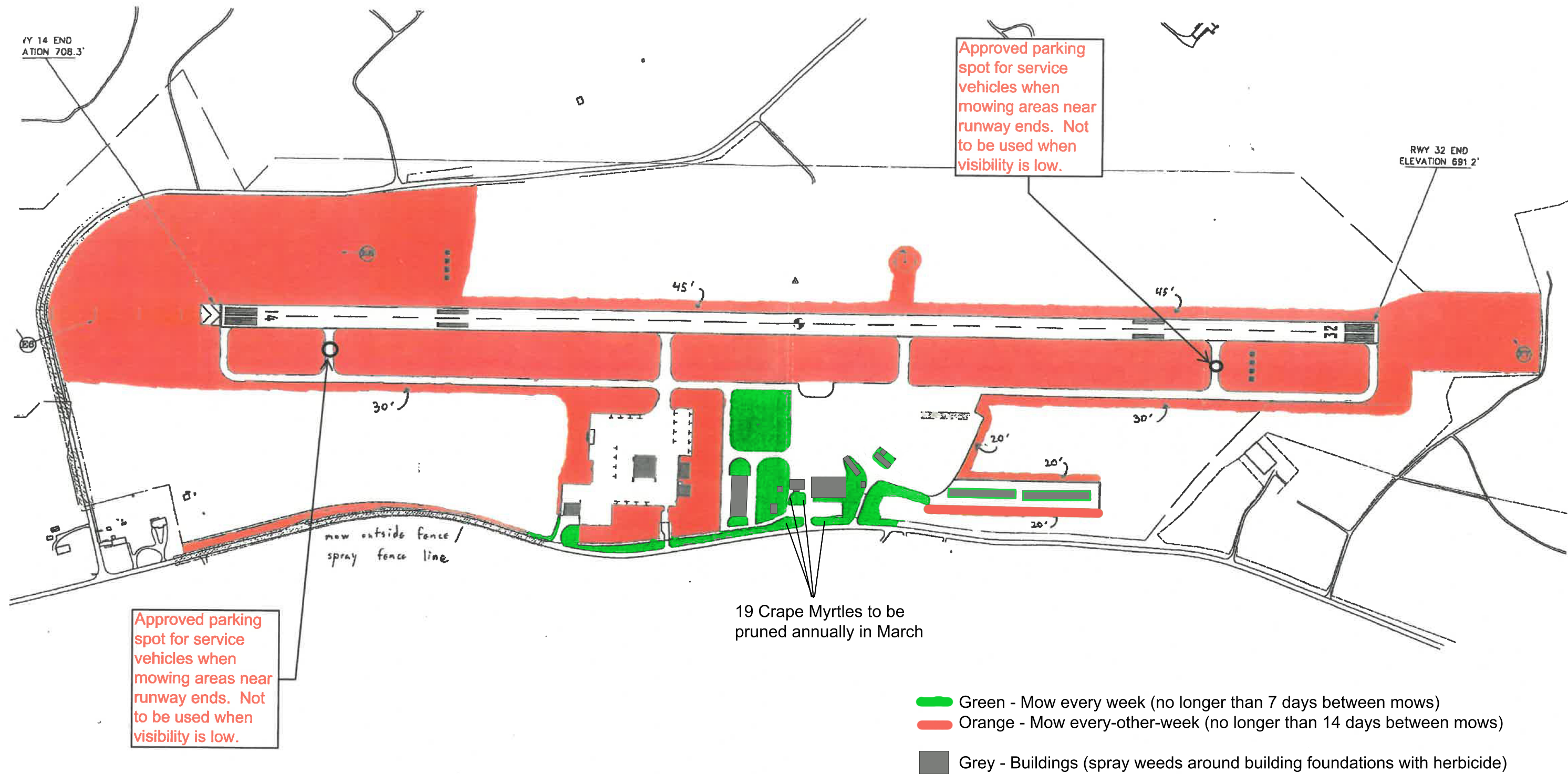
- The contractor will provide three current references
- The contractor will honor special requests from the City of Dalton
- The service provider will bill monthly the City of Dalton, 300 West Waugh Street/PO Box 1205, Dalton, GA 30722; Attention: Kimberley Witherow (kwitherow@cityofdalton-ga.gov).
- The contract period runs from January 1, 2021– Dec. 31, 2023.

Contractor should pay special attention to comply with the Grounds Maintenance Policy attached to these specifications.

DALTON MUNICIPAL AIRPORT
GROUNDS MAINTENANCE POLICY

The following policies and guidelines are presented to assure maximum safety during grounds maintenance and grass mowing. Any variance from this policy should be approved by the Airport Manager.

1. During periods of low visibility, all mowers, vehicles and personnel should remain well clear of the runway; a minimum of 100 feet. Vehicles should stay within the ramp area and off the taxiways during these times of low visibility.
2. Service vehicles should never drive on or cross the runway.
3. Mower operators and personnel on foot should always face oncoming runway and taxiway traffic, if possible, to see approaching aircraft and move away from the edge of the pavement.
4. Every reasonable effort should be made to prevent clippings and debris from being discharged on the pavement. Mowers and vehicles should avoid tracking mud or debris on the pavement.
5. Service vehicles should remain in the ramp areas, except as is necessary, when the areas adjacent to the runway and taxiways are being mowed.
6. Service vehicles should remain on the taxiway or ramp areas and are restricted from the unpaved areas.
7. Service vehicles are permitted to park on the taxiway only in the designated spots indicated on the attached diagram or in the ramp areas away from aircraft movement lanes.
8. High visibility clothing should be worn by all personnel.



Bid Alternate “D”

Dalton Parks and Recreation Department Mowing and Landscaping Bid Package “D” Specifications



I. Old City Park School and Adjacent Corner

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- No pruning is needed on this site

C. Mulching

- No mulching is necessary at this location

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.

E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

II. Dalton Green

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
- Before being mulched, each bed should be edged with a bed edger. Absolutely **no hardwood bark** is permitted due the risk of fungal spores and disease organisms.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

III. Gateway Park / Central Park

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, concrete pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Color beds

- In September, a winter planting of pansies is to be installed around the "Welcome to Dalton" sign located on the Central Park side of the grounds
- In late April or by the first of May, the sign bed is to receive an installation of summer annuals
- No flower plantings on the Gateway side of the grounds
- Any annual material (pansies and summer annuals) that perishes prematurely must be replaced at the contractor's expense
- Year around maintain and keep weed free.

D. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually. Gateway's flower bed area is not planted but does receive mulch.
 - Before being mulched, each bed should be edged with a bed edger
 - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Irrigation
- No irrigation at this site
- F. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
 - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
 - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- G. Leafing
- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
 - Leaves should be bagged or raked into piles and removed
- H. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
 - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
 - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- I. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

IV. Senior Center

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- **Twice each year, around the parking lot and the back side (east) of the building, prune back as needed trees, shrubs and ground cover so that plants do not contact vehicles in parking lot and the roof and building.**
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Color beds

- In September, a winter planting of pansies is to be installed in the beds which flank the Senior Center's front entrance. An additional planting is to be installed in a bed that borders a walkway on the northwest corner of the building.
- In late April or by the first of May, these same locations receive an installation of summer annuals
- Year around maintain and keep weed free.

D. Mulching

- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually
 - Before being mulched, each bed should be edged with a bed edger
 - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
 - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
 - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- F. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
 - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
 - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- G. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.
- V. Civitan Park/Mockingbird Trail**
- A. Mowing
- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
 - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, patios, and entrances; and weeding all beds and tree rings
 - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
 - Any shrub or bush that perishes must be replaced at the contractor's expense
- C. Color beds**
- In September, a winter planting of pansies is to be installed in the bed containing the Civitan Park sign. The flowers are planted on both sides of the sign.
 - In late April or by the first of May, this bed is to receive an installation of summer annuals
 - Year around maintain and keep weed free.
- D. Mulching
- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually. In addition, the large area which borders the creek receives mulch also. Before being mulched, each bed should be edged with a bed edger (excludes the creek-side mulch area)
 - Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.
- E. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.

- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

VI. Brookwood Park

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Maintaining the creek area

- The contractor is expected to weed eat the creek bank **Twice a month** during growing seasons

C. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. This includes areas surrounding the tennis courts. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

D. Color beds

- In September, a winter planting of pansies is to be installed on each side of the Brookwood entrance sign that borders on Walnut Avenue. An additional planting (about 5 rows wide) runs nearly the length of the bed that lies between the tennis courts and the road
- In late April or by the first of May, these same locations receive an installation of summer annuals
- Year around maintain and keep weed free.

E. Mulching

- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
- Before being mulched, each bed should be edged with a bed edger
- Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

F. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

G. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

H. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

VII. V. D. Parrott Park

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor’s expense

C. Mulching

- **A layer of ground pine mulch** will be applied to all tree rings, shrubbery beds, and other mulched areas once annually.
- Before being mulched, each bed should be edged with a bed edger
- Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

D. Irrigation (No irrigation on this site)

E. Herbicides and Insecticides

- The contractor must have a certified Pesticide Applications License in category 24 (turf and ornamentals) and submit a photo copy to the DPRD for our records. In lieu of this, a contractor may subcontract herbicide application to a qualified third party.
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor’s expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

F. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

G. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. “Volcano” mulching is prohibited. Care will be required when mowing as not to push mulch into “volcanoes” above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.

- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

H. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

VIII. Joann Lewis Park (Fourth Avenue)/Fifth Avenue Island Fountain

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. **Color beds**

- In September, a winter planting of pansies is to be installed in the bed containing the Joann Lewis Park sign
- In late April or by the first of May, this bed is to receive an installation of summer annuals
- Year around maintain and keep weed free.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

IX. Crown Mill Cut Through

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- This property consists of both the park itself and the narrow islands of grass with tree plantings across the street

- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris
- B. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings and limbs.
- C. Mulching (**No Mulching Required at this site**)
- D. Herbicides (None Required) and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
 - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
 - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- E. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
 - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
 - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- F. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.
- X. Mack Gaston Community Center**
- A. Mowing
- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
 - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
 - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Mulching
- **A layer of ground Pine mulch will be applied to all tree rings, shrubbery beds, and other mulched areas once annually. Before being mulched, each bed should be edged with a bed edger**
- C. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
 - Any shrub or bush that perishes must be replaced at the contractor's expense
- D. **Color beds**
- In September, a winter planting of pansies is to be installed in the bed containing the Community Center Signs on corner of MLK-Fredrick St and Fredrick St-McAfee St.
 - In late April or by the first of May, this bed is to receive an installation of summer annuals
 - Year around maintain and keep weed free.
- E. Herbicides and Insecticides
- All walkways, pads, **roundabout** and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.

- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

XI. Otis Cook Tree Park

A. Mowing

- Twice monthly from March 1 to October 16 and once a month from October 17 through December 31
- Each mowing is accompanied by **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of damaging traffic with ejected rocks, sticks and other debris

B. Pruning

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. Mulching

- A layer of ground pine mulch will be applied to all tree rings and beds once annually
- Before being mulched, each bed should be edged with a bed edger
- Only ground pine bark may be used. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

D. Insecticides

- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

F. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

XII. Burr Park

A. Mowing

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
 - Each mowing is accompanied by weed eating; **edging all sidewalks, curbs, pads, and bed edges**; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
 - Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris
- B. Pruning
- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
 - Any shrub or bush that perishes must be replaced at the contractor's expense
- C. **Mulching**
- **A layer of ground pine mulch** will be applied to all shrubbery beds and tree rings once annually
 - Before being mulched, each bed should be edged with a bed edger. Absolutely **no hardwood bark** is permitted due the risk of fungal spores and disease organisms.
- D. Herbicides and Insecticides
- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
 - Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
 - The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.
- E. Leafing
- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
 - Leaves should be bagged or raked into piles and removed
- F. Use caution around trees
- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
 - All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
 - For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.
- G. Any changes to the landscape must be pre-approved
- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.

XIII **Waterfall Park**

A. **Mowing**

- Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 31
- Each mowing is accompanied by weed eating; edging all sidewalks, curbs, pads, and bed edges; blowing off all walkways, pads, and entrances; and weeding all beds and tree rings
- Mower decks should be of the bagging variety or equipped with a mulch kit to minimize the possibility of injuring pedestrians or damaging traffic with ejected rocks, sticks and other debris

B. **Pruning**

- The contractor will prune all shrubs and bushes as needed in order to maintain their health and appearance. The contractor is responsible for the removal of the clippings.
- Any shrub or bush that perishes must be replaced at the contractor's expense

C. **Mulching**

- A layer of ground pine mulch will be applied to all shrubbery beds and tree rings once annually

- Before being mulched, each bed should be edged with a bed edger. Absolutely no hardwood bark is permitted due the risk of fungal spores and disease organisms.

D. Herbicides and Insecticides

- All walkways, pads, and mulched areas are to be kept free of weeds by the contractor with Roundup applications or other suitable glyphosate-based brands. Absolutely no soil sterilants may be applied.
- Any damage due to spills or other misuse of chemicals will be the sole responsibility of the contractor. Any loss of plant material due to negligence or misapplication will be reinstalled at the contractor's expense.
- The contractor will use insecticides when necessary to insure the continued health of the plant material and to maintain the appearance of the grounds. Some possible causes for the use of insecticides include ants, army worms, and bag worms.

E. Leafing

- The grounds should be kept free of leaf litter. No leaf mulching is permissible.
- Leaves should be bagged or raked into piles and removed

F. Use caution around trees

- Please use care when mowing, trimming, or mulching around trees. "Volcano" mulching is prohibited. Care will be required when mowing as not to push mulch into "volcanoes" above the root flares. Bumping or girdling bark mechanically with weed eaters or other machinery may lead to severe damage to trees. We have a considerable investment in the trees planted on public property and it is our intent to protect and preserve each one by all means available.
- All tree-related care and maintenance with the exception of mulching will be conducted by the Landscaping Division of DPRD.
- For pruning purposes crape myrtles should be considered trees. No contractor pruning of crape myrtles is desired.

G. Any changes to the landscape must be pre-approved

- Any changes to the design or contents of the landscape, with the exception of what is specified in writing, must be pre-approved by Steve Knoblett-Parks Superintendent.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/16/20

Agenda Item: Contract for Services with Dilbeck Lawn and Landscape Design, Inc. for the 2021-2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$ 36,299.99 (annually)

Funding Source if Not in Budget PWD Landscape Division Contract Services

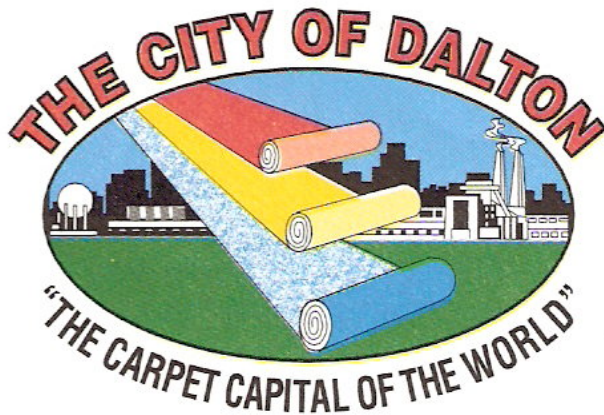
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This contract for services with Dilbeck Lawn and Landscape Design, Inc. is to perform the 2021 – 2023 Mowing and Other Landscaping Services at Various Locations Within the City of Dalton listed in the attached contract for Bid Alternate “B”.

Seven (7) bids were received for completion of this work, and Dilbeck Lawn and Landscape Design, Inc. was the lowest responsible bidder for Bid Alternate “B” at the annual price of \$36,299.99.

The funding source for this will be from the Public Works Department Landscape Division Contract Services line (142065-521210).

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**2021 thru 2023 MOWING & OTHER LANDSCAPING SERVICES
30 LOCATIONS**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT
&
DALTON PARKS AND RECREATION DEPARTMENT**

**PO BOX 1205
DALTON, GEORGIA 30722**

ADVERTISEMENT FOR BIDS

CITY OF DALTON DALTON, GEORGIA

Sealed bids will be received by the City of Dalton for **MOWING AND OTHER LANDSCAPING SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES** on **Tuesday, October 27, 2020** until 2:00 PM at the Office of the Finance Department, City Hall, 300 West Waugh Street, Dalton, Georgia 30721. Bids will be publicly opened and read at that time.

PROJECT DESCRIPTION:

The work consists of **MOWING AND OTHER LANDSCAPING SERVICES WITHIN THE CITY OF DALTON AND AT DALTON PARKS AND RECREATION DEPARTMENT FACILITIES**. The location of the work will involve 30 different sites. Bidders may submit bids on all sites as one Lump Sum Bid or bid separately on the sites included in Bid Alternates A, B, C, and D. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work for a one year period beginning January 1 through December 31. Duration of this contract work will be for calendar years 2021, 2022, 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.

The contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website www.daltonga.gov under the Finance Department's Policies and Forms page. This packet provides an overview of the minimum insurance coverages required.

In order to be considered a responsive bidder, the contractor must be in compliance with the Georgia Security and Immigration Compliance Act and **shall submit with their bid**, a signed and notarized affidavit verifying its compliance with O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verify.

Copies of the Bid Documents may be obtained at the office of the City of Dalton Public Works Department, 535 Elm Street, Dalton, GA 30722 or on the City's website under the RFPs/Bids tab, without charge. Contact person will be Tosha Haynes, Office Manager, at 706-278-7077.

A **mandatory** pre-bid meeting is scheduled for **Monday, October 12, 2020 at 9:00AM** to begin at the Public Works Office. Please reserve a full day to tour the 30 sites included in this package. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the bid documents and specifications should be addressed to Megan Elliott by email melliott@daltonga.gov no later than 72 hours prior to the scheduled bid opening.

Envelopes containing bids must be sealed, addressed to: **Ms. Cindy Jackson, Chief Financial Officer, City of Dalton**, and marked as follows: **"Proposal for Mowing and Other Landscaping Services (Dalton Public Works Department, Dalton Municipal Airport, & DPRD)"**. Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening of bids.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER, CITY OF DALTON, DALTON, GEORGIA.

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

[Signature]
BY: Authorized Officer or Agent

10/26/20
Date

11/16/2011
Authorization Date for EEV Program

DILBECK LWN & LANDSCAPE DESIGN, INC.
Contractor Name

466411
Employment Eligibility (EEV) #

OWNER / PRESIDENT
Title of Authorized Officer or Agent of Contractor

CRAIG DILBECK
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 26 day of October, 2020

[Signature]
Notary Public

My Commission Expires: 05/20/2023

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared CRAIG DILBECK (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of DILBECK LANDSCAPE DESIGN, INC. (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the 2021 Thru 2023 Mowing and Other Services at Various Locations Within the City of Dalton and Dalton Parks and Recreation Department Facilities (the "Project"). Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 26TH day of OCTOBER, 2020.

Company Officer:

Craig Dilbeck
By

CRAIG DILBECK
Print

Sworn to and subscribed before me,
this 26 day of October, 2020.

Heather M. Fugatt
Notary Public



CITY OF DALTON
DALTON, GA

BID FORM

MOWING AND OTHER SERVICES AT VARIOUS LOCATIONS WITHIN THE CITY OF DALTON

Item Description:

Provide mowing and other services at all thirty (30) locations within the City of Dalton and Dalton Parks and Recreation Department Facilities.

Lump Sum Not

Awarded to Dilbeck Lawn &

Landscape Design, Inc.

LUMP SUM BID: \$

N/A NOT APPLICABLE

Per Calendar Year for
2021, 2022, 2023

Bid Alternate A:

Provide mowing and other services at the following locations within the City of Dalton:

1. West Hill Cemetery
2. Oak Hill Cemetery
3. Old Presbyterian Cemetery

BID ALTERNATE "A": \$

87,199.99

Alternate "A" Not Awarded to

Dilbeck Lawn & Landscape Design, Inc.

Per Calendar Year for
2021, 2022, 2023

Bid Alternate B:

Provide mowing and other services at the following locations within the City of Dalton:

4. Veterans Park
5. Huff House
6. Hamilton House & Crown Gardens and Park Areas
7. Trammell Street
8. East Morton & Sheryl Drives Islands
9. Kenilworth Court Median
10. Carpet Capital Rotary Park
11. Willow Park Median
12. Thornton Avenue/Walnut Avenue Islands
13. Woodpark Estates Islands
14. Public Works Office
15. City Hall
16. Cemetery Chapel

BID ALTERNATE "B": \$36,299.99

Per Calendar Year for
2021, 2022, 2023

Bid Alternate C:

Provide mowing and other services at the following locations within the City of Dalton:

17. Dalton Municipal Airport

**Alternate "C" Not Awarded to Dilbeck Lawn & Landscape
Design, Inc.**

BID ALTERNATE "C": \$ N/A NOT APPLICABLE

Per Calendar Year for
2021, 2022, 2023

Bid Alternate D:

Provide mowing and other services at the following locations at Dalton Parks and Recreation Department facilities:

- 18. Old City Park/Adjacent Corner
- 19. Dalton Green
- 20. Gateway / Central Park
- 21. Senior Center
- 22. Civitan Park/Mockingbird Trail
- 23. Brookwood Park
- 24. V. D. Parrott Park
- 25. Joann Lewis Park (Fourth Ave.) and Fifth Avenue Island Fountain
- 26. Crown Mill Cut Through
- 27. Mack Gaston Community Center
- 28. Otis Cook Tree Park
- 29. Burr Park
- 30. Waterfall Park

**Alternate "D" Not Awarded to Dilbeck Lawn & Landscape
Design, Inc.**

BID ALTERNATE "D": \$ 38,199.99

Per Calendar Year for
2021, 2022, 2023

Bid(s) submitted by (Contractor Name): DILBECK LAWN & LANDSCAPE DESIGN, INC.

Signed by (Company Officer): Craig Dilbeck

Print Name and Title: CRAIG DILBECK

Witnessed by (Name and Signature): Heather M. Fugatt
[Signature]

CITY OF DALTON

AGREEMENT FOR MOWING SERVICES

THIS AGREEMENT FOR MOWING SERVICES is made and entered into on this 16 day of November, 20 20 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dilbeck Lawn and Landscape Design, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to CONTRACTOR to provide mowing and landscape maintenance services upon City property and right-of-way; and

WHEREAS, CONTRACTOR desires to provide mowing and landscape maintenance services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Alternative B Specifications which is attached hereto as Exhibit "A" and included herein by reference.

2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Alternative identified herein above and as may be directed by the Public Works Director.

3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the project on January 1, 2021 and continue said services through December 31, 2021. The Agreement may renew for two separate additional calendar years upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT SUM provided for herein below.

4. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 36,299.99 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

5. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provide by the Conditions And Terms Of Payment form attached hereto as Exhibit "B" and

incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

6. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Public Works Director for Bid Alternative **B** .
- (d) to permit access to the subject public and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) CONTRACTOR may, and its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or

property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the

Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: **Dilbeck Lawn and Landscape Design, Inc.**
P.O. Box 1975
Dalton, GA 30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:
Dilbeck Lawn and Landscape Design, Inc.

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT “B”

CONDITIONS AND TERMS OF PAYMENT

- The duration of this contract between the City and the Contractor will be for calendar years 2021, 2022, and 2023. At the end of calendar years 2021 and 2022, both the City and the Contractor must mutually agree to extend the contract work for another year at the contract bid price.
- Contractor’s Bid Price for each of these years are:

Alternate “A” = Not Awarded to Dilbeck

Alternate “B” = \$36,299.99

Alternate “C” = Not Awarded to Dilbeck

Alternate “D” = Not Awarded to Dilbeck

Note: This alternate shall be billed as follows:

Alternate B = \$36,299.99 (annually)

Bill to City of Dalton Public Works Department

Attn: Tosha Haynes (thaynes@daltonga.gov)

and Megan Elliott (melliott@daltonga.gov)

- Contractor will submit payment requests to the appropriate City Department at the beginning of each month. This billing will be for work performed the previous month and will be reviewed and approved by the City’s designees.

Bid Alternate “B”

Locations:

Veterans Park, Huff House, Hamilton House & Crown Gardens, Trammell Street, East Morton & Sheryl Islands, Kenilworth Court, Rotary Park, Willow Parks Median, Thornton and Walnut Islands, Wood Park Estates Islands, Public Works Office, City Hall, and Cemetery Chapel

A. Mowing:

* Once weekly from April 1 through October 15, twice monthly from March 1 to April 1 and from October 16 through December 10. (Except for City Hall should be mowed weekly from March 1 through December 10.)

* Each mowing is accompanied by edging all sidewalks, curbs, patios, and bed edges; blowing off all walkways, patios, and entrances.

* City's Landscaping Foreman shall direct the mowing height of all areas.

* No grass clippings should be blown on beds or tree rings.

* Grass clippings shall be bagged at City Hall and Public Works.

B. Leafing:

* The grounds should be kept free of leaf litter.

* No leaf mulching is permissible at City Hall or Public Works. Leaves should be bagged or raked in piles and removed.

C. Shrubs and Flower Beds:

* Prune shrubs at City Hall, Public Works, Thornton and Walnut islands, Veterans Park, Hamilton House & Crown Gardens, Rotary Park, and Cemetery Chapel in spring and summer, as needed.

* Plant flower beds with spring and fall annuals at City Hall, Public Works, Thornton and Walnut islands, Cemetery Chapel, and Veterans Park. Place fertilizer, soil conditioner and pre-emergent herbicides at time of planting.

* Type or species of annuals shall be selected in consultation with the City's Landscape Foreman.

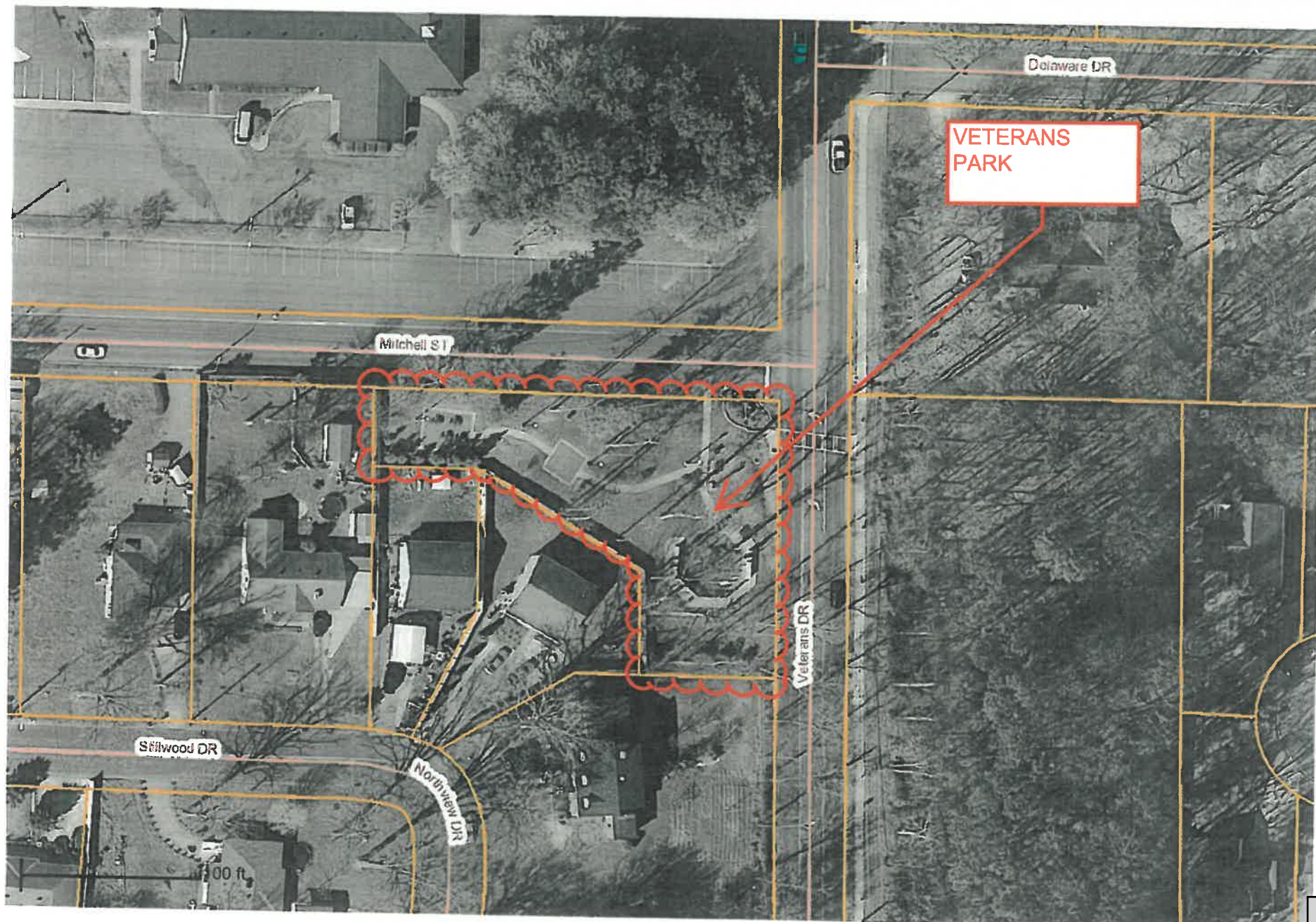
D. Mulching:

- * All landscaped beds and tree rings shall be mulched during spring with a layer of ground pine mulch.
- Before being mulched, each bed and tree ring should be edged. No “volcano” mulching around shrubs or tree rings will be allowed.
- Only "ground pine bark" mulch may be used. Absolutely no hardwood bark is permitted.

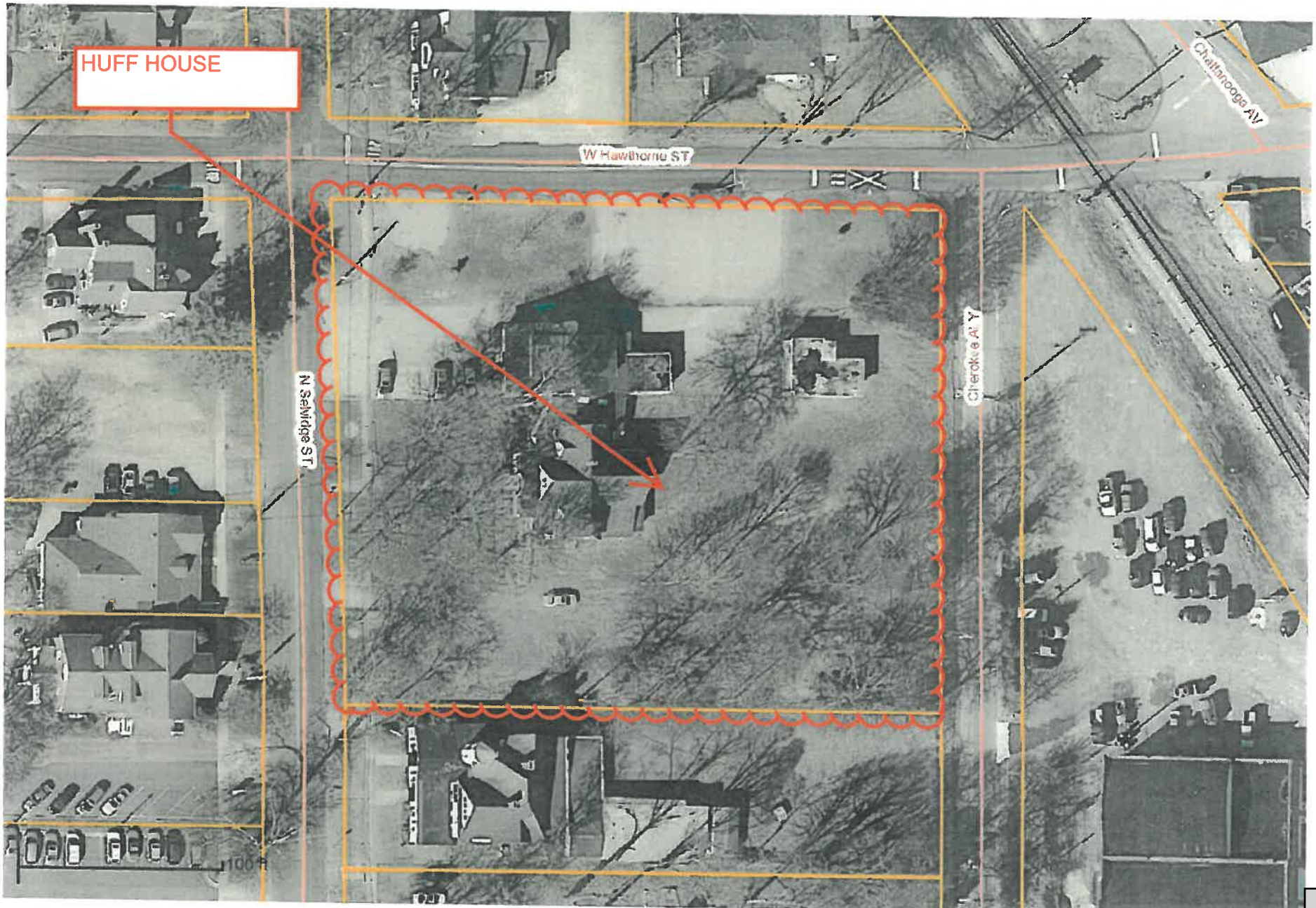
E. Additional contract requirements:

- * The City's Public Works Landscape Foreman shall be the City's contact person for this contract.
- The contractor will be required to sign a written statement that affirms that all employees have legal work status and all terms and conditions of State and Federal laws have been complied with.
- The contractor will provide three current references.
- The contractor will be responsible for providing ant killer and keep ant hills knocked down at the Public Works Office and City Hall, if necessary.
- The contractor will honor special request from the City of Dalton.
- The service provider will bill Dalton Public Works monthly.

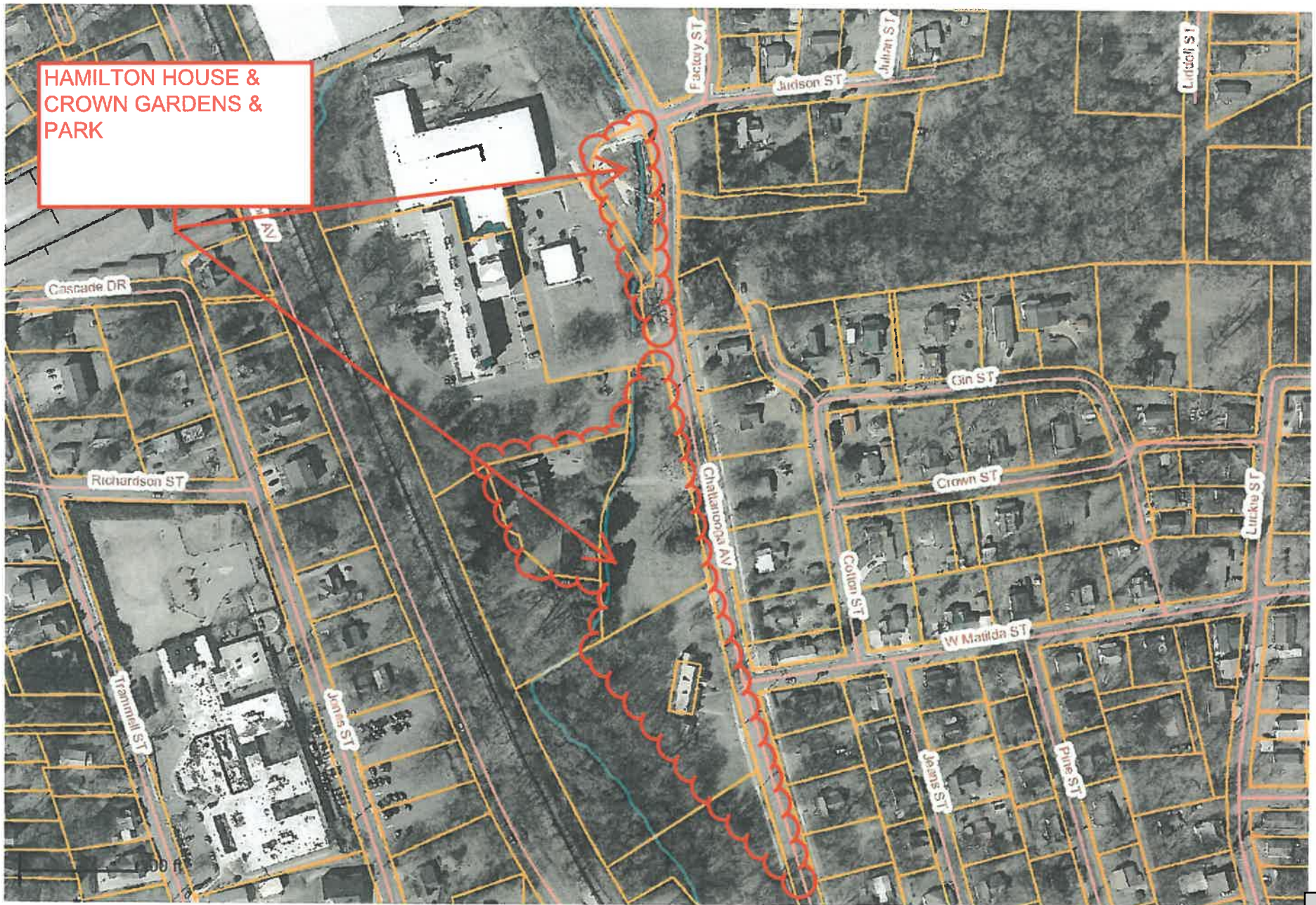
Whitfield County GIS



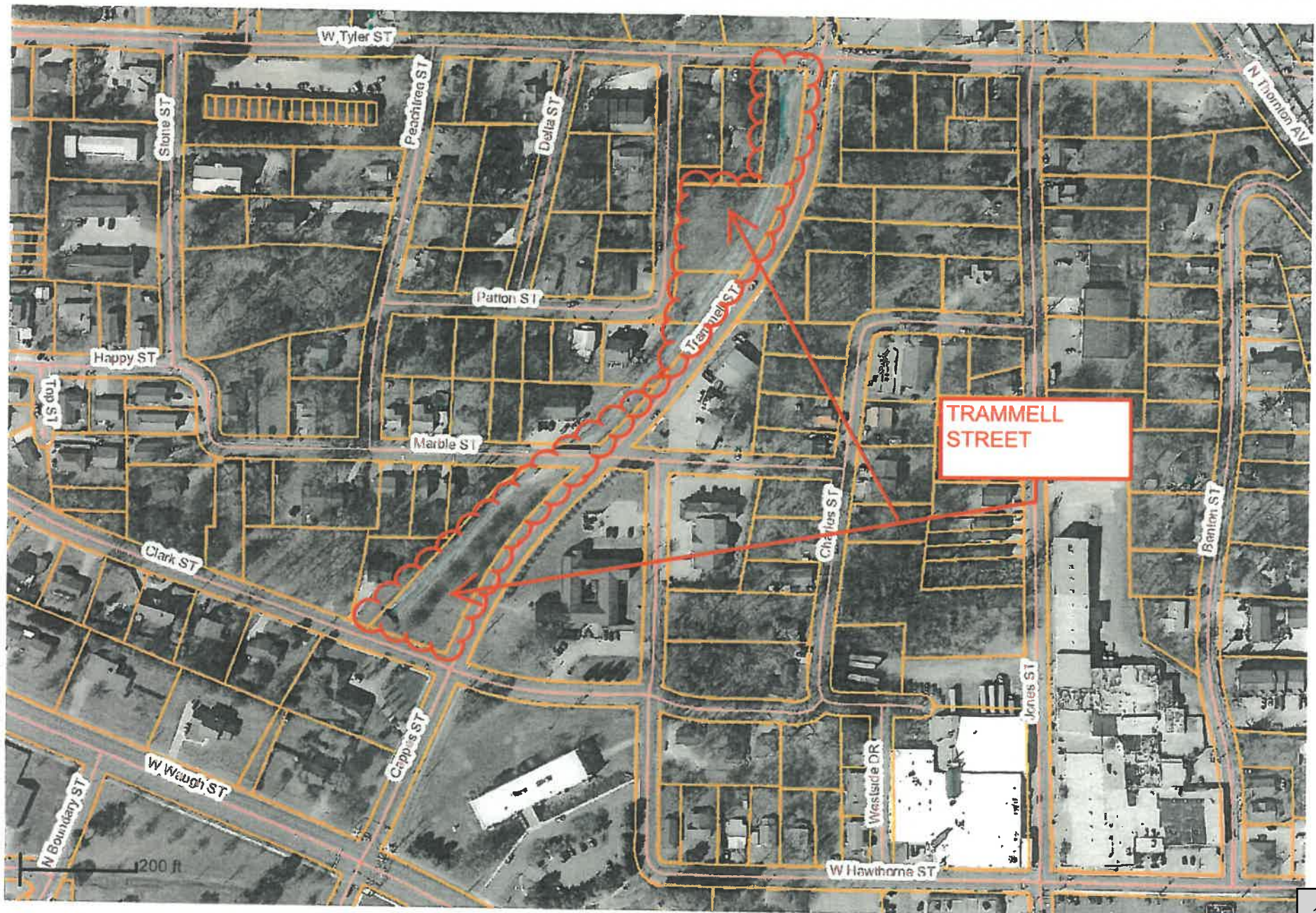
Whitfield County GIS



Whitfield County GIS



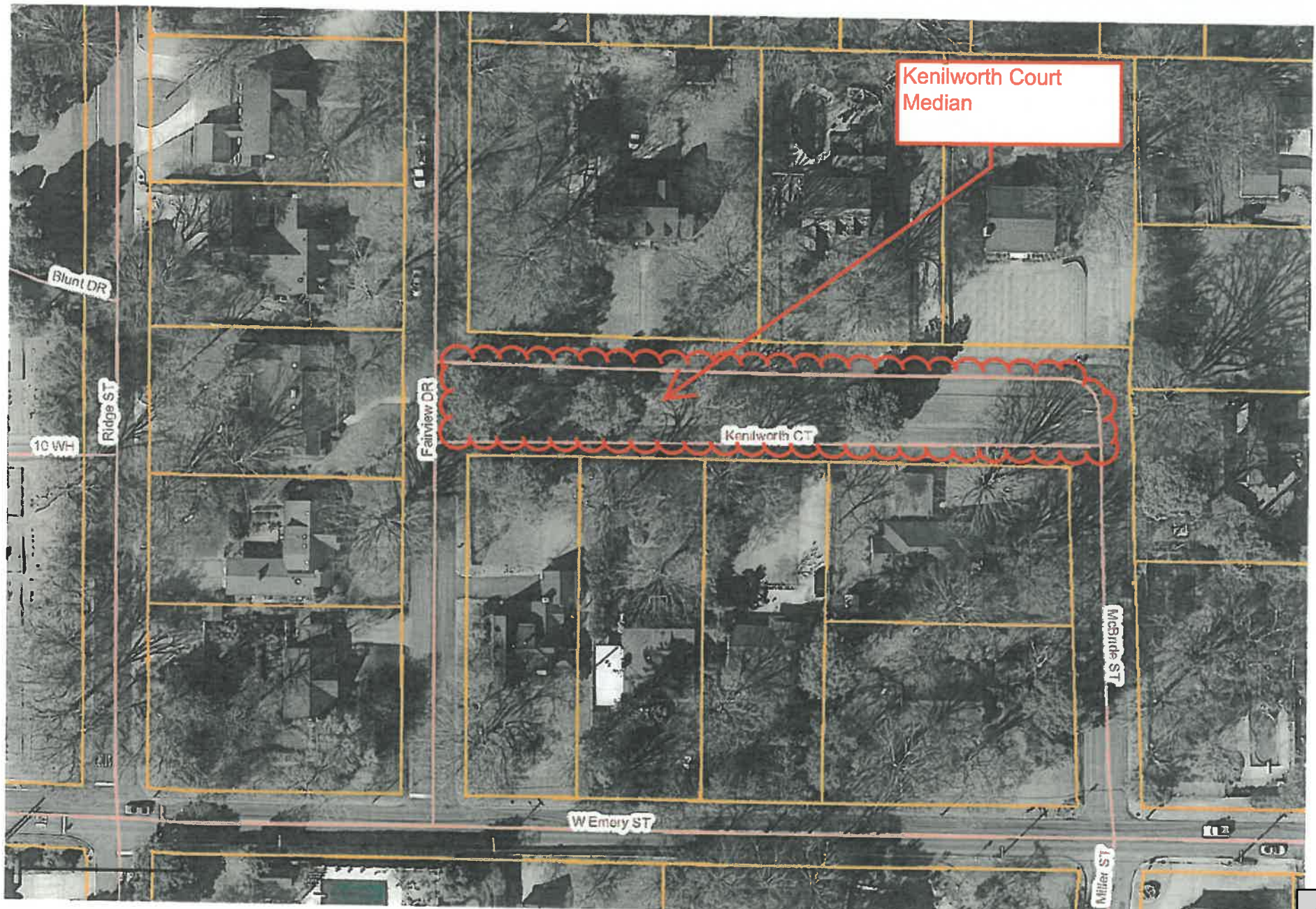
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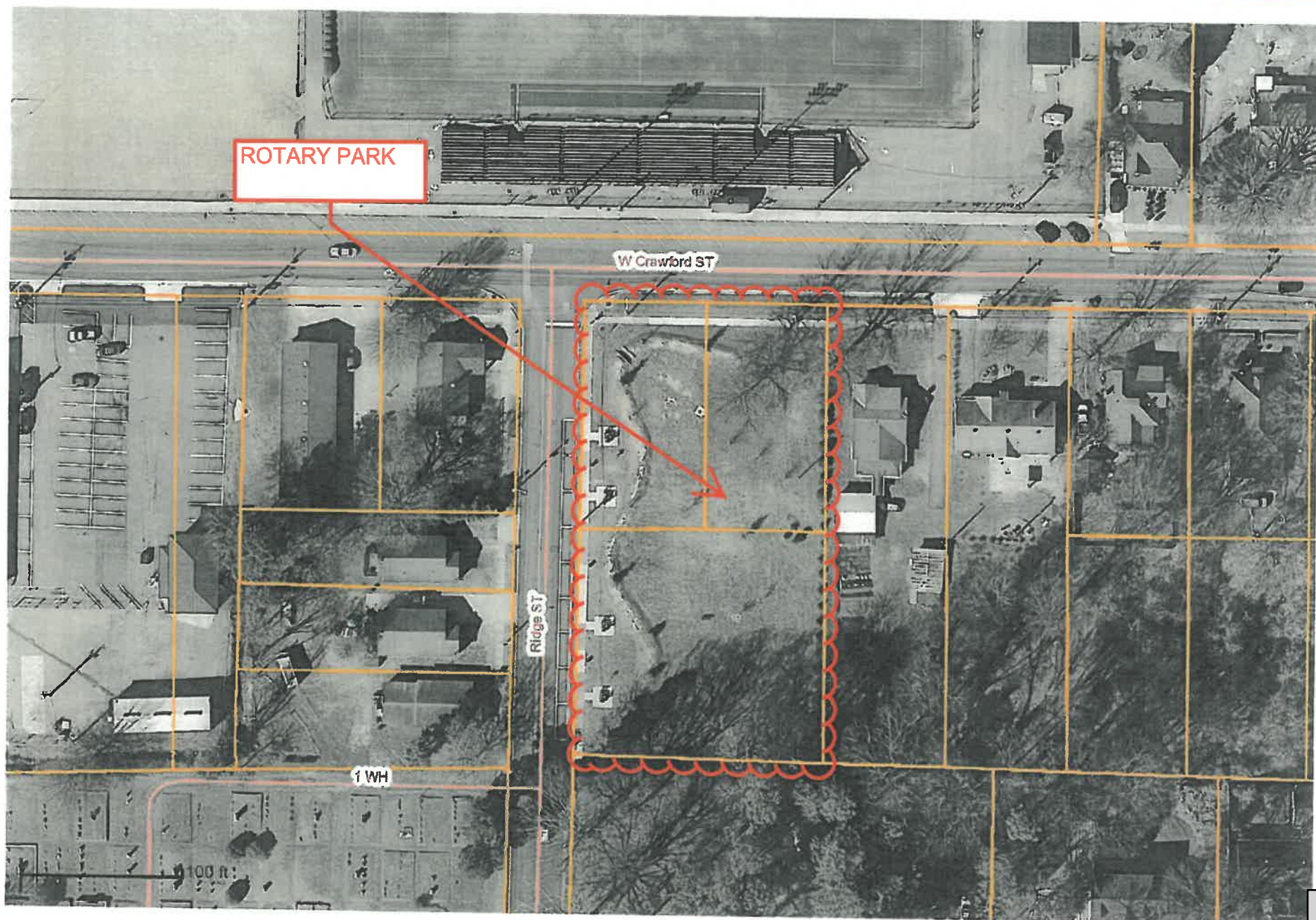
Whitfield County GIS



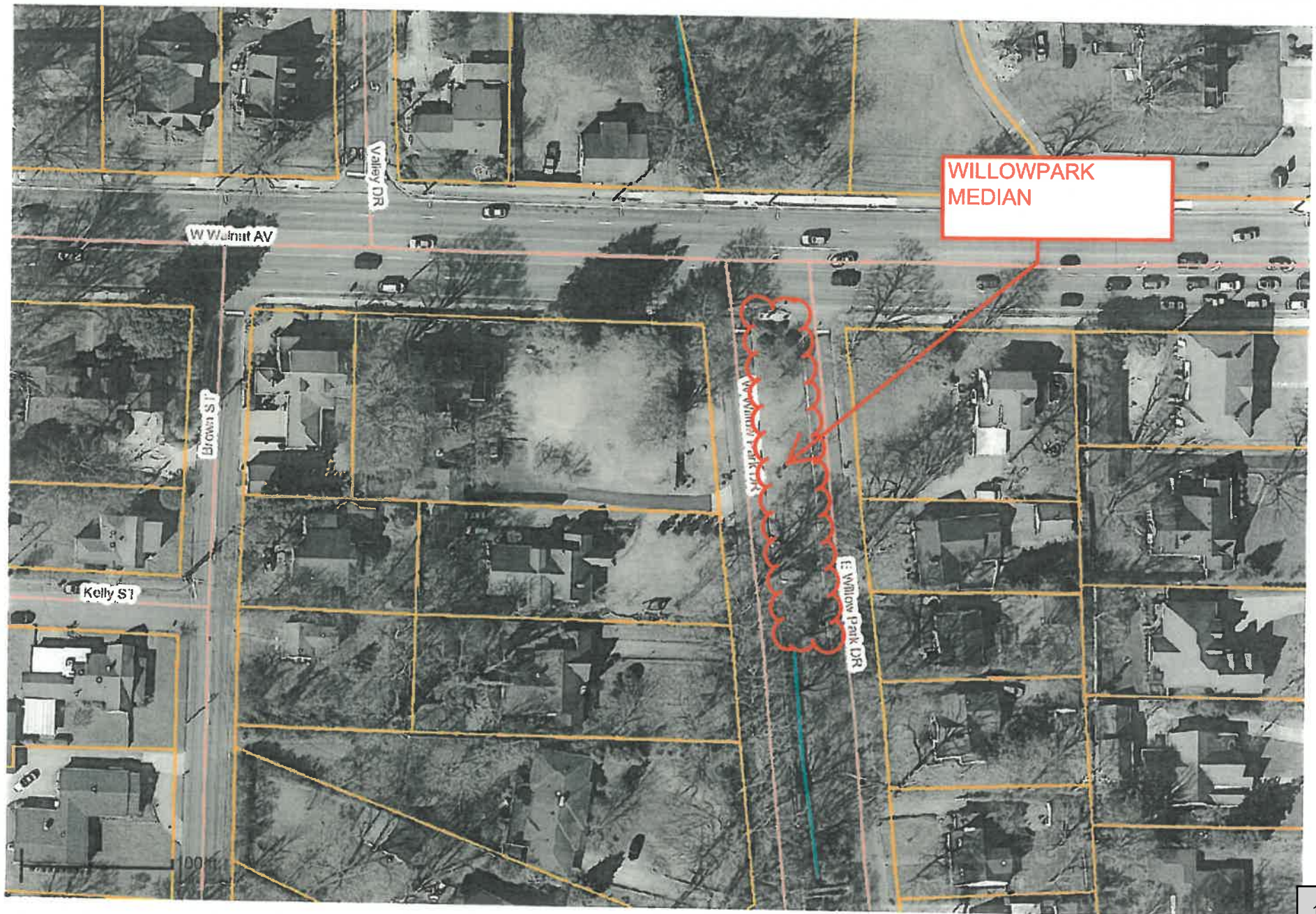
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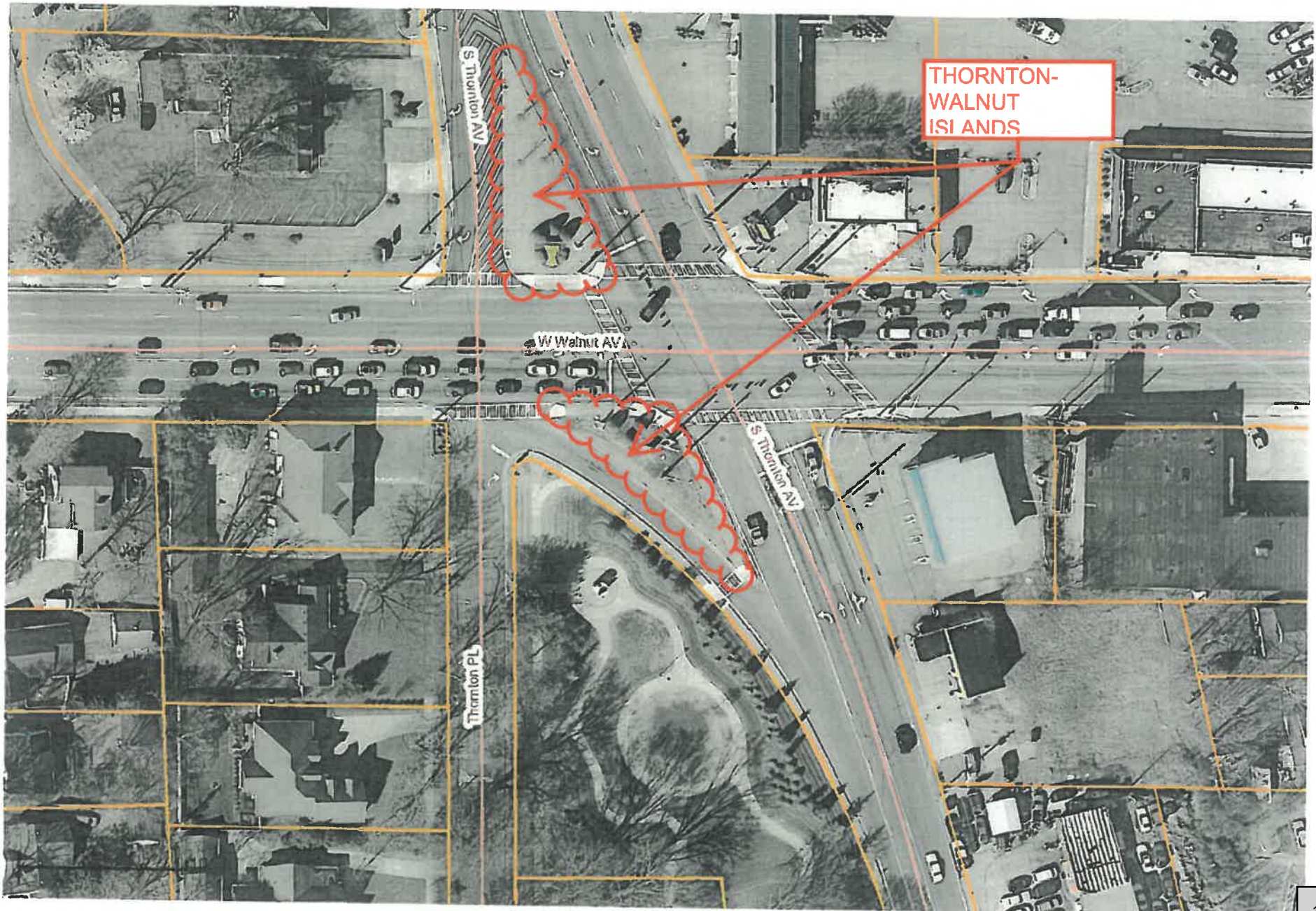
Whitfield County GIS



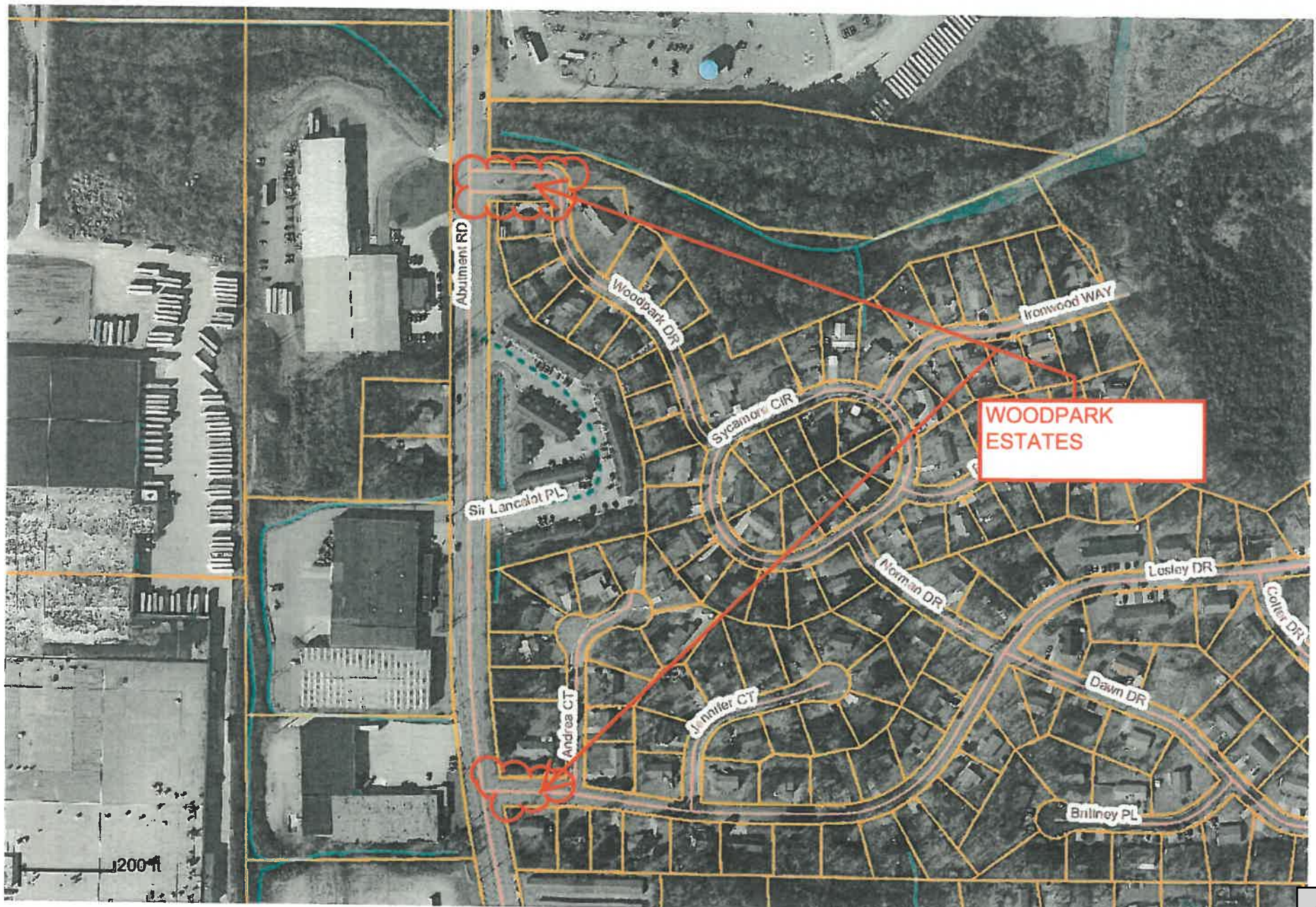
Whitfield County GIS



Whitfield County GIS

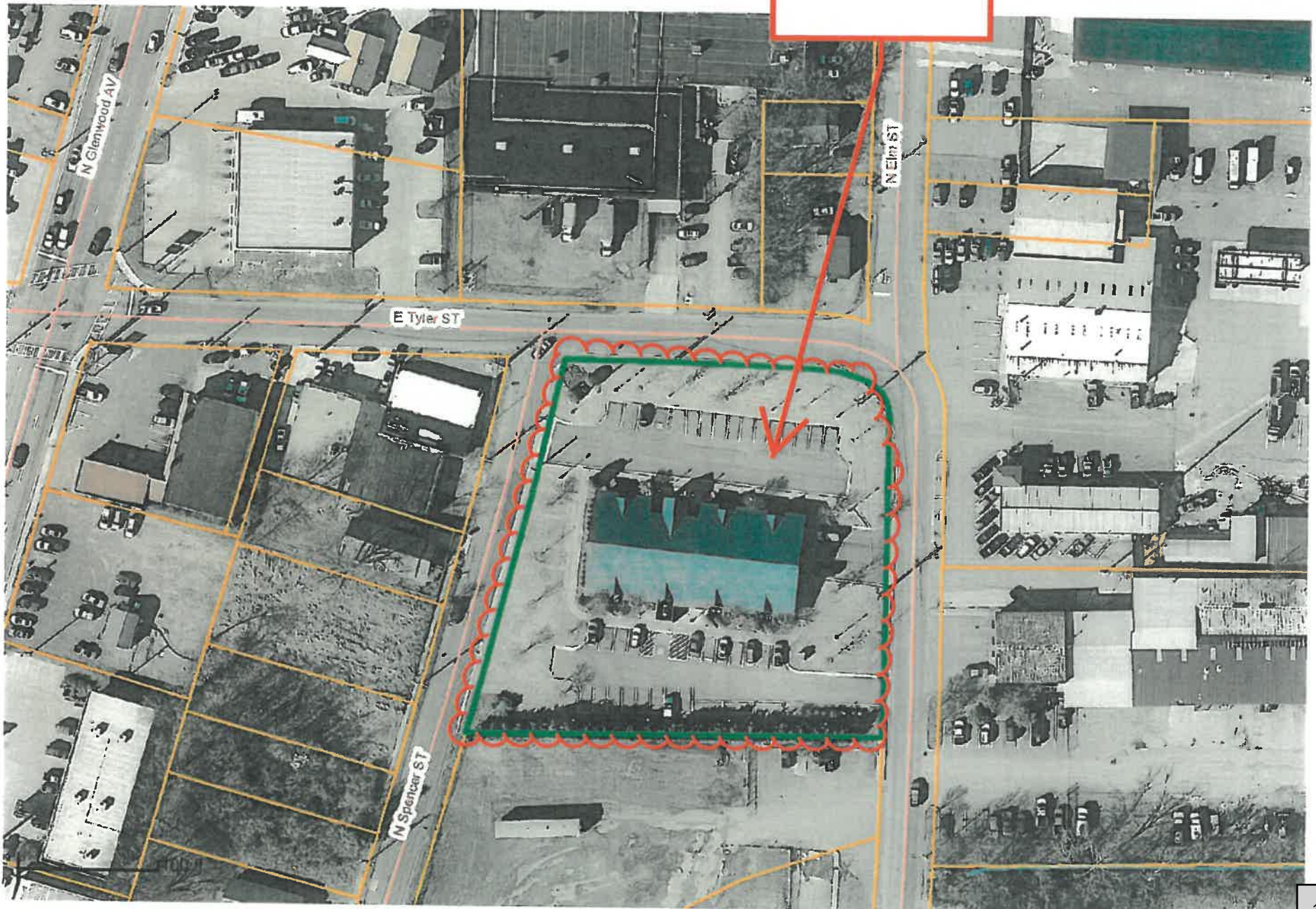


Whitfield County GIS

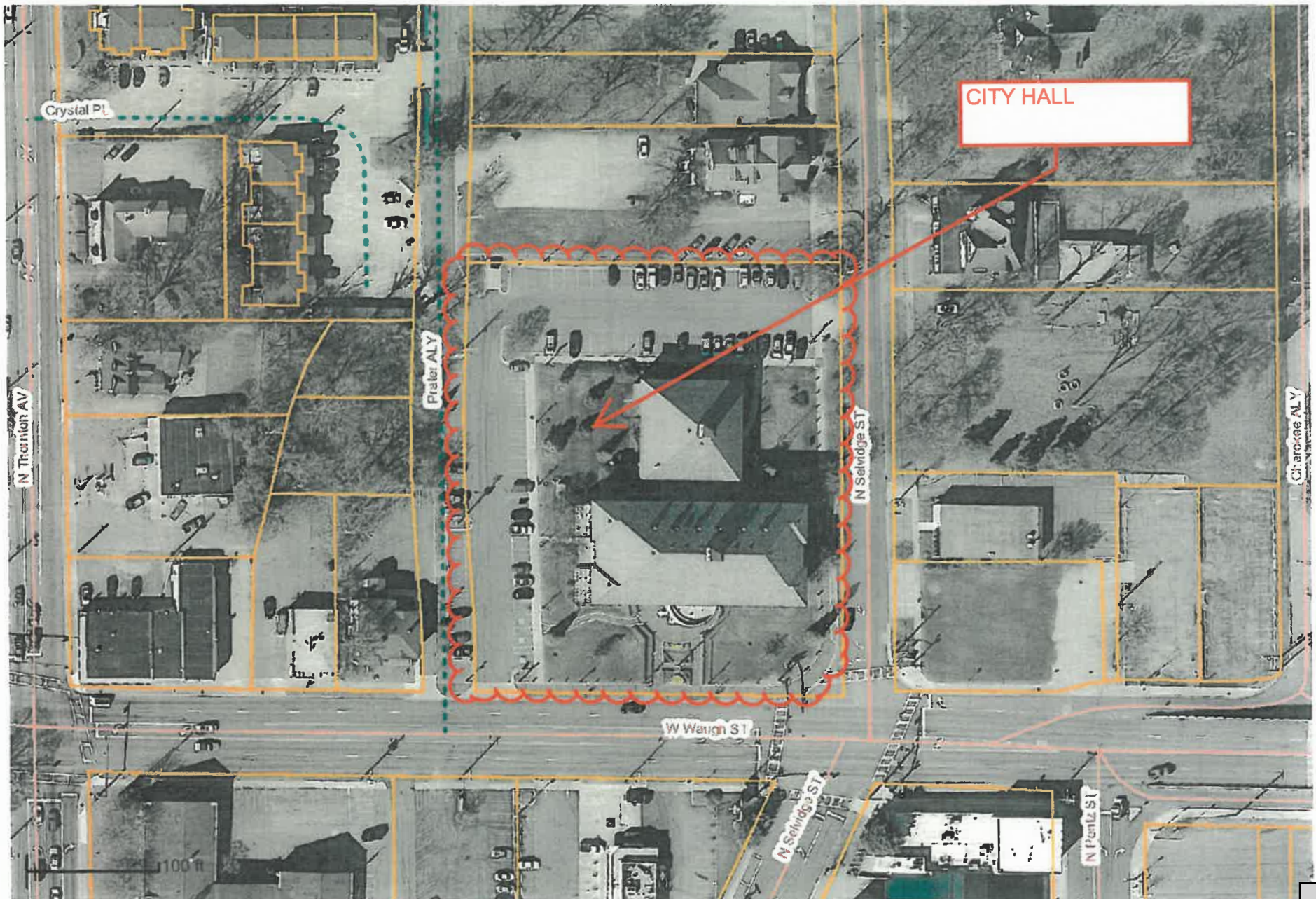


Whitfield County GIS

PUBLIC WORKS
535 ELM STREET



Whitfield County GIS



Whitfield County GIS





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-2020

Agenda Item: Contract for Construction of Restrooms at Brookwood Park

Department: Parks and Recreation

Requested By: Mike Miller

Reviewed/Approved by City Attorney? Yes/No

Cost: \$73,000

Funding Source if Not in Budget 2020 Capital Improvement Plan

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

This construction contract is with Leonard Brothers Construction Company. They are the low bid for construction of restrooms at Brookwood Park. The contract cost is \$73,000. Leonard Brothers will build 2 individual stall restrooms located near the new Pickleball Courts. This will remove the need for porta-toilets at Brookwood Park. Construction is planned to begin Dec. 14th and completion by Jan. 29th. This bid approved by the Recreation Commission on Sept. 8th and Contract on November 10th.

CITY OF DALTON
COMPETITIVE REQUEST FOR PROPOSAL
(Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: DPRD
Date of Bid Opening : 27-Jul
Place of Bid Opening: CITY HALL
Time of Bid Opening: 2:00 PM
Dates Advertised: 06/22/20-07/27/20

A copy of the RFP scoring sheet or determination criteria must be attached.

DPRD PARK RESTROOMS (RFP)

Vendor	Bid Amount	Comments
DAVACO	\$64,875.00	
GRAPHITE CONSTRUCTION CO	76315.00/97770.00	BROOKWOOD/CIVITAN PARK
LEONARD BROTHERS CONST. *	50,000/73,000	BROOKWOOD/CIVITAN PARK
MULTIPLEX LLC*	105,000/135,000	BROOKWOOD/CIVITAN PARK
MACALLAN WORKS	146,564/250,179	BROOKWOOD/CIVITAN PARK

Witnessed By: [Signature]
Finance Department: [Signature]
Department: MD Miller
Date: 7.27.20
Comments: _____

Awarded To: Leonard Brothers Const
In The Amount Of: 50,000/73,000
Date: 8-11-2020

LEONARD BROTHERS CONSTRUCTION

706-695-8351

P.O. Box 1950
Chatsworth, GA 30705

PROPOSAL

PROPOSAL SUBMITTED TO:
DALTON PARKS & RECREATION

DATE:
July 27, 2020

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

BROOKWOOD PARK RESTROOM (1 H.C. STALL):

See attached drawing "EXHIBIT B" dated July 27, 2020

Fifty Thousand dollars & 00/100-----50,000.00

CIVITAN PARK RESTROOMS (2 H.C. STALLS):

See attached drawing "EXHIBIT C" dated July 27, 2020

Seventy-Three Thousand dollars & 00/100-----73,000.00

We Propose, hereby to furnish material and labor ----- complete in accordance with above specification, for the estimated price of:

Payment to be made as follows:

Notwithstanding any other billing provision, payment will be due 10 days after materials are placed on site. Charges for all other material and labor will be billed monthly and payment will be due 10 days from the date of invoice. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts. Customer agrees to pay all cost of collection including reasonable attorney's fees incurred in collection of the amount under the laws of the state of Georgia and Constitution of the United States. Final payment will be due 10 days after completion of job.

Leonard Construction Inc. carries full insurance on all men; materials and equipment at all job sites. This insurance shall include Workman's Compensation, General Liability, Builders risk and Auto. Full documentation shall be provided upon request.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Title _____

Date of Acceptance _____


Leonard Construction, Inc.

Title

OWNER

7-27-20

Date of Acceptance

NOTE: This proposal may be
Withdrawn by us if not accepted within 30 days.

EXHIBIT "A" SCOPE OF WORK

Construct the proposed new restroom building per design documents.

The proposed building will be 64 square feet with 1 capacity/stall.

The building shall include:

Unisex restroom(s) – Brookwood Park with one stall, Civitan Park with two stalls;

Handicap stall in both restrooms;

One water fountain outside of restroom;

Automatic hand dryers in each restroom;

Commercial grade toilets (hanging toilets preferred);

Install floor drainage system;

ADA compliant

Ventilation System

Electric Heater

Contractor shall be responsible for obtaining all applicable permits.

LEONARD BROTHERS CONSTRUCTION

706-695-8351

P.O. Box 1950
Chatsworth, GA 30705

FIRM HISTORY:

Leonard Brothers Construction, Inc. is an Industrial/Commercial licensed General Contractor in the state of Georgia incorporated in 1972. In 2015 the original Leonard Brothers retired and turned over their customer base to Leonard Construction, Inc. DBA Leonard Brothers Construction. Since then we have continued on the same path, providing quality construction and service. Our capabilities include Design-Build with in house CAD drawings, Retro-fit roofing, Pre-engineered metal buildings, architectural bonded work and remodeling. We strive to construct quality buildings that will give a lifetime of service and be designed to be as maintenance free as possible.

EMPLOYEES AND EXPERIENCE:

Sherri Leonard – CEO – 33% owner, Office manager (21 years' experience)

Dan Trowell – CFO – 33% owner, Drafting, Estimating and Project management (24 years' experience), level 1A soil erosion certification, degree in computer aided drafting.

Chad Ridley – CFO - 33% owner, Superintendent (15 years' experience), level 1A soil erosion certification, 1-year computer aided drafting

Seth Ridley – Secretary – 1% owner, Steel Erection / Metal roofing / Foundations (20 years' experience)

Lebron Young – Supervisor, Carpenter, Steel erection / Metal roofing / Foundations (35 years' experience)

Jerry Johnson – Supervisor, Steel Erection / Metal roofing / Foundations (24 years' experience)

Michael Kreger – Steel Erection / Metal roofing / Foundations (5 years' experience)

Tom Hall – Carpenter, Steel erection / Metal roofing / Foundations (2 years' experience)

SELF-PREFORMED SERVICES:

Drafting
Grading and drainage
Layout
Foundations
Steel Erection
Door and Hardware installation
Metal roofing

PAST EXPERIENCE:

PROJECT	COST	ARCHITECT / ENGINEER
Murray County Schools (Rock Building)	1,600,000.00	Neil Bohannon
Murray County Schools (Mountain Creek Academy)	1,400,000.00	Craig Buckley
Church of God pavilion	180,000.00	Chad McDonald
American Legion building	84,000.00	Chad McDonald
Stover Muffler building	125,000.00	Chad McDonald
First Baptist Chatsworth elevator	154,000.00	Carlson-Jones
Mountain View Baptist Church elevator	115,000.00	Carlson-Jones
Lake shore park boardwalk	455,000.00	Allen Peterfreund
MCHS Stadium Renovations	1,400,000.00	Craig Buckley

SOCIAL MEDIA:

Find us on Facebook at "Leonard Brothers Construction"

LOCAL PARTICIPATION:

Leonard Brothers Construction solely uses local sub-contractors from the Dalton – Chatsworth area except for specialty trades such as pre-cast concrete, pre-engineered steel buildings which are not available in our area. Unlike most construction managers we are a true General Contractor with experienced employees who can self-perform the work if needed to stay on schedule.

BOND INFORMATION:

Guffin & Eleam, Inc.
P.O. Box 340
Summerville, Ga 30747
Scott Copeland
706-857-3494

Current Bonded Projects 0.00

INSURANCE:

Experience Modification

2017 0.82
2018 0.83
2019 0.83

Workers Compensation Certificate: See attached

Zorn Insurance
P.O. Box 739
Chatsworth, Ga 30705
Milly Mann
706-695-4689

FINANCIAL INFORMATION:

Talley Mullins CPA
First National Bank of Chatsworth

Mark Talley
Julia Baggett

706-226-6377
706-695-9646

CLAIM HISTORY:

None

CURRENT PROJECTS:

Springplace Elementary playground lighting
Better Backers Re-roofing
Georgia Sheriff's Youth Homes generators
D&W Paper Tube roof rans
Northwest Elementary School tornado damage repairs

CUSTOMER REFERENCES:

Doug Phipps	Dalton Convention Center	706-264-0511
Johnathon Jones	Shaw Industries	706-913-5707
Mickey McNeil	First Baptist Church-Chatsworth	706-264-1330
Debbie Stover	Stover Muffler	706-217-7068
Danny Simmons	S & S Mills	706-280-9538
Steve Card	Georgia Parks & Recreation	706-463-9656
Shayne Goddard	Georgia Sheriff's Youth Homes	706-298-1282

TRADE REFERENCES:

Scott Smith	Burgess Electric	706-280-8212
Jeremy Reed	B & J Construction	706-463-2009
James Sikes	Calhoun Drywall	770-881-1503
Russell Bryant	Superior Plumbing	706-280-4897
Lee Owens	Owens Heat & Air	706-271-8997

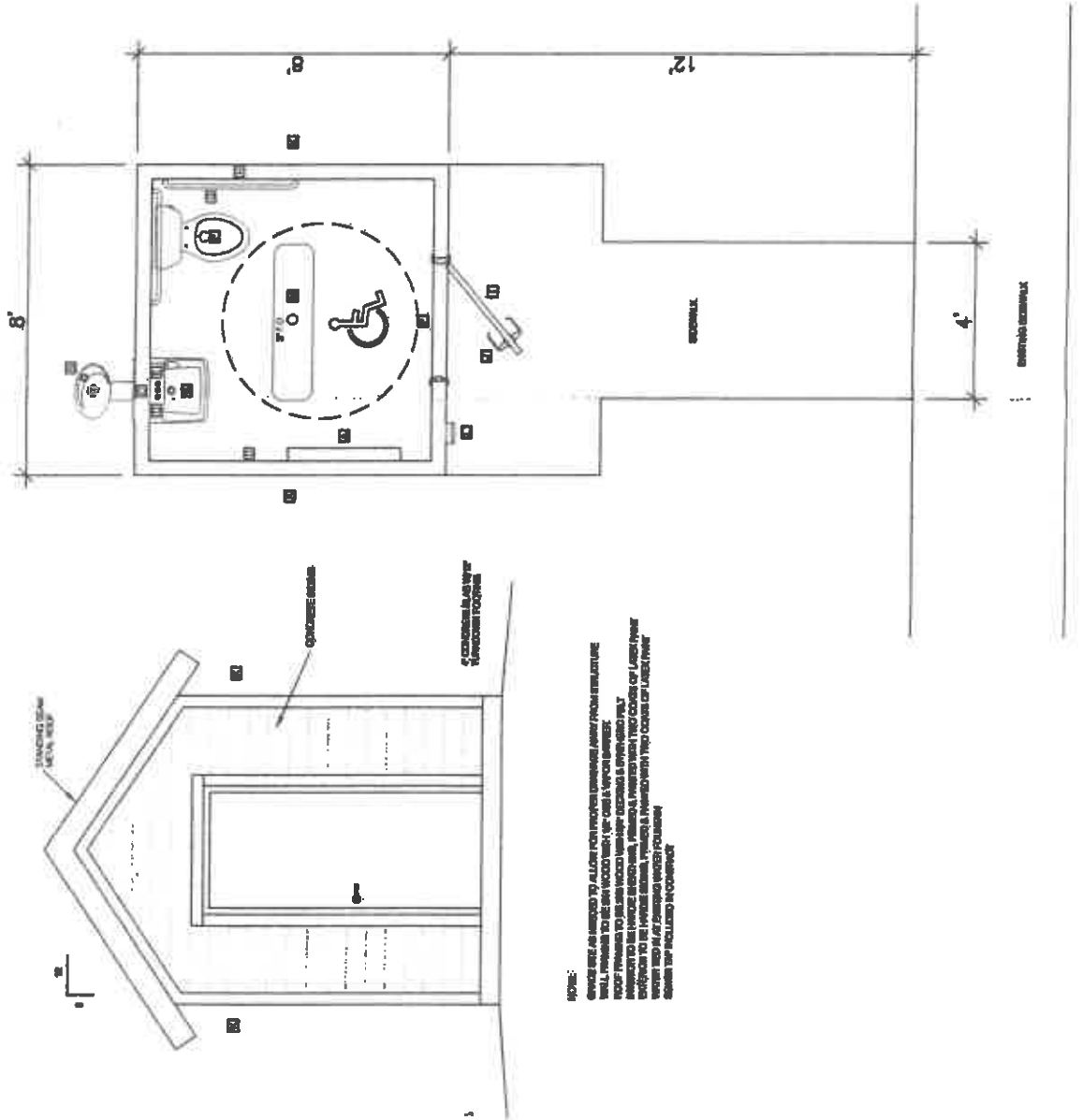
CONFLICTS OF INTEREST:

None

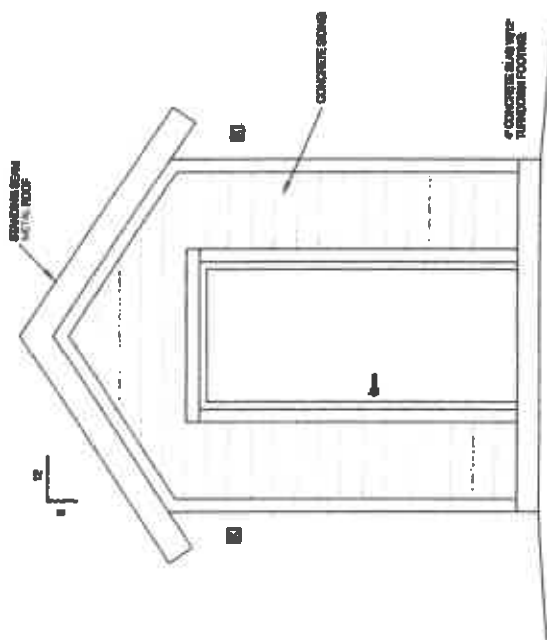
STATEMENT OF DISCLOSURE:

The CM/GC covenants that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this contract. The CM/GC further covenants that, in the performance of this contract, no person having any such interest shall be employed or contracted with.

"EXHIBIT B" 7/27/2020
BROOKWOOD PARK



ACCESSORY SCHEDULE		
NO.	DESCRIPTION	QTY
1	WALL MOUNTED CHAIRS	1
2	WALL MOUNTED CHAIRS	1
3	WALL MOUNTED CHAIRS	1
4	WALL MOUNTED CHAIRS	1
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100	WALL MOUNTED CHAIRS	1



NOTE: AGENCY USE ONLY. DO NOT WRITE IN THESE SPACES.

[illegible]

**CITY OF DALTON
PARKS AND RECREATION DEPARTMENT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 16 day of November, 2020 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Leonard Brothers, Construction Co., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 901 West Brookwood upon which the Parks and Recreation Department operates Park; and Lakeshore Dr.

WHEREAS, CITY desires to construct Restrooms upon said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at 901 West Lakeshore, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: Monday - Sunday

Time of day: 8am - 5pm

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper

receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Brookwood Park Restrooms (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on 12/14, 2020. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before 1/29, 2021.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 75,000.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed

abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
- (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the

subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

11. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy

or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal Subject property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

12. **INSURANCE:** CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) **General Liability Coverage** - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) **Workers' Compensation Coverage** – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) **Auto Liability Coverage** – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) **Property Coverage or Builder's Risk Coverage** - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for

renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. **ASSIGNMENT:** CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. **SUBCONTRACTORS:** The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. **NOTICES:** Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Lennard Brothers Construction
P.O. Box 1950
Chatsworth, GA 30705
Dan Trowell

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in

the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole Subject property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:

LEONARD BROTHERS CONST.

By: [Signature]

Title: CFO

CITY:

CITY OF DALTON, GEORGIA

By: _____

CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT
Page 8 of 9

MAYOR

Attest: _____
CITY CLERK



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11-16-20
Agenda Item: July 4th Fireworks Bid
Department: Dalton Parks and Recreation
Requested By: Mike Miller
Reviewed/Approved by City Attorney? Yes/No

Cost: \$23,000

Funding Source if Not in Budget 2021 Recreation Budget

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

This is the 2021 July 4th Fireworks Bid.

The Industry has change a lot over the past few years. There are more government regulations on explosives and a shrinking number of qualified techs to shoot the show.

This year we had three bidders. Starfire Corporation- \$25,000, Zambelli Fireworks-\$25,000 and Pyrotecnico at \$23,000.

Pyrotecnico is the low bidder for 2021. The company who backed out on us last year sent a letter stating they would not bid but they did under a different name. Zambelli sent a bid in and was \$2000 over low bid. Other companies DPRD has used in the past have gone out of business.

We are requesting approval of this bid for \$23,000. The pre-show advance of \$11,500 is due November 20, 2020. Added to the show will be 24-4", 15-5' and 12-6" shells.

This is a 2021 budgeted item. There is no budget amendment needed.

Bid has been approve by the Recreation Commission.



EOI FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and City of Dalton, GA ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show (to be filled in by Sponsor):	July 4, 2021
Rain Date(s) of Show:	July 5, 2021
Base Contract Price to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$25,000.00 (*includes \$70.00 permit fees)
DISCOUNTED EARLY ORDER COMPENSATION AMOUNT:	\$23,000.00 (*includes \$70.00 permit fees)
DISCOUNTED CONTRACT DUE DATE:	November 18, 2020
Pre-Show Advance:	\$11,500.00
Pre-Show Advance Due Date:	November 20, 2020
Payment Terms:	Net 10
Postponement Fee:	\$8,320.00
Cancellation Fee:	\$18,820.00 (Breakout = \$12,570.00 Pre-Show Advance + an additional payment of \$6,250.00 for a total of \$18,820.00)

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

DISCOUNTED EARLY ORDER INCENTIVE TERMS:

The proposed Agreement is offered as part of Pyrotecnico's Early Order Incentive Program. It provides additional fireworks product at no additional "Compensation".

In order to receive the discount rate state above, Sponsor must do all of the following:

1. Sign and return this contract to Pyrotecnico on or before the "Discounted Contract Due Date" above
- AND
2. Pay to Pyrotecnico the Pre-Show Advance in the amount and by the due date listed above.

If Sponsor does not fully satisfy these terms by the deadline dates, the Discount is withdrawn and this will remain a contract for the Base Contract Price.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by EFT (Electronic Funds Transfer) to Pyrotecnico at PO Box 149, New Castle, PA 16103.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.



DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F) removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.



In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instituting legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.



ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: PO Box 149

New Castle PA 16103

Phone: (724) 852-9555

Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): _____

Name: David Pennington

Title: Mayor

Date: 11/16/2020

Address: P.O. Box 1205

Dalton, GA 30722

Phone: 706-278-9500

Email: dpennington@daltonga.gov



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name (Entity Contracting Pyrotecnico): DALTON PARKS + Recreation Department
Primary Point of Contact Name: GREG WALKER
Phone: 706-463-5867 Fax: 706-278-1057
Email: gwalker@daltonga.gov
Billing Address: P.O. Box 661
City, State & Zip: DALTON, GA 30722
Accounts Payable Contact: Cindy Jackson
Accounts Payable Email: cjackson@daltonga.gov
Show Date(s): July 4, 2021 Display Start Time(s): 9:30 pm EST
Rain Date(s): July 5, 2021
Day-of-Show Contact Name: GREG WALKER
Day-of-Show Mobile Phone Number: 706-463-5867
Day-of-Show Email: gwalker@daltonga.gov
Display Site Location and Address: Heritage Point Park West Pod
1275 Cross Plains Trail, Dalton, GA 30721
If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:
Nothing has changed since 2019 or 2020 show.
Additionally Insured - If Applicable:
CITY OF DALTON, GA

****PLEASE RETURN THIS COMPLETED 6-PAGE AGREEMENT TO****

FAX: +1.724.852.1288 (Attn: Mary Killingsworth)

EMAIL: mkillingsworth@pyrotecnico.com



DALTON PARKS AND RECREATION DEPARTMENT

**706-278-5404
904 Civic Drive
Dalton, GA 30721
www.Mydprd.com**



MEMORANDUM

To: All interested, licensed & permitted suppliers
From: Dalton Parks and Recreation Department
Date: October 26th, 2020
Re: 2021 July 4th Fireworks Show

The Dalton Parks and Recreation Department is currently seeking Request For Proposal (RFP's) for its July 4th, 2021 celebration. The RFP's must include, but not be limited to the following:

- Proposals not exceed our budget of \$25,000.
- Copy of license and permit along with a minimum \$1,000,000 liability insurance policy.
- All parties submitting RFP's must be on the City of Dalton Vendor list.
- Show begins at approximately 9:30 pm on Sunday, July 4th, 2021 at Heritage Point Park, 1275 Cross Plains Trail, Dalton, Ga, 30721. Rain date will be July 5th, 2021.
- Display lasting for a minimum of 20 minutes and must be aerial.
- Minimum shell size of 3 inches to 10 inches. 2 inches and smaller shells will be considered as filler.

Request for proposal must be sent to the City of Dalton-Finance Department, 300 W. Waugh Street, Dalton, GA 30720 and marked "Dalton Parks- Fireworks RFP". All proposals must be received by Monday, November 9th, 2020 at 2:00PM. Proposals will be opened publicly in the Finance Department, 300 W. Waugh Street, Dalton, GA on Monday, November 9th 2020 at 2:05PM. The right to reject any or all Bids or request additional information or clarification deemed necessary for evaluations reserved by the owner, City of Dalton, Dalton, Georgia.

For More information contact Greg Walker, Superintendent of Recreation, at 706-463-5404.

COMPETITIVE SEALED BID or REQUEST FOR PROPOSAL (RFP) FORM

Department: DALTON PARKS AND RECREATION DEPT.

Description of Item bid: 2021 JULY 4TH. FIREWORKS SHOW

Vendor	Date and Time Received	Received By
STARFIRE CORPORATION	11.02.20 10:49AM	R.SISSOM
PYROTECNICO	11.06.20 9:40AM	R. SISSOM
ZAMBELLI FIREWORKS	11.06.20 3:35PM	R. SISSOM

CITY OF DALTON
COMPETITIVE REQUEST FOR PROPOSAL
(Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: DALTON PARKS & REC.
Date of Bid Opening : 11.09.2020
Place of Bid Opening: CITY HALL
Time of Bid Opening: 2:05 PM
Dates Advertised: 10/26/20-11/09/20

A copy of the RFP scoring sheet or determination criteria must be attached.

2021 JULY 4TH. FIREWORKS SHOW

Vendor	Bid Amount	Comments
STARFIRE CORPORATION	<u>\$25,000</u>	
PYROTECNICO	<u>\$23,000</u>	
ZAMBELLI FIREWORKS	<u>\$25,000</u>	

Witnessed By: _____
Finance Department: *Luis Flores*
Department: *Open Walker*
Date: 11/9/2020
Comments: _____

Awarded To: _____
In The Amount Of: _____
Date: _____

Corporate Office

566 Theatre Rd
PO Box 179
St. Benedict, PA 15773

Plant

682 Cole Road
Carrolltown, PA 15722



CARROLLTOWN, PA

Plant/Office

10476 Sunset Dr.
Dittmer, MO 63023

FIREWORKS PROPOSAL

DALTON, GA

July 4, 2021

\$25000

PRICE: \$25000 (Includes \$10,000,000 worth of Liability Insurance and Trained Pyrotechnicians to fire the display.)

OPENING BARRAGE: 109 BOMBSHELLS

60-	3"	Assorted Color Bombshells(chained)
24-	4"	Assorted Color Bombshells (chained)
25-	5"	Salutes (chained)

STRAIGHT-FIRE PROGRAM: 559 BOMBSHELLS

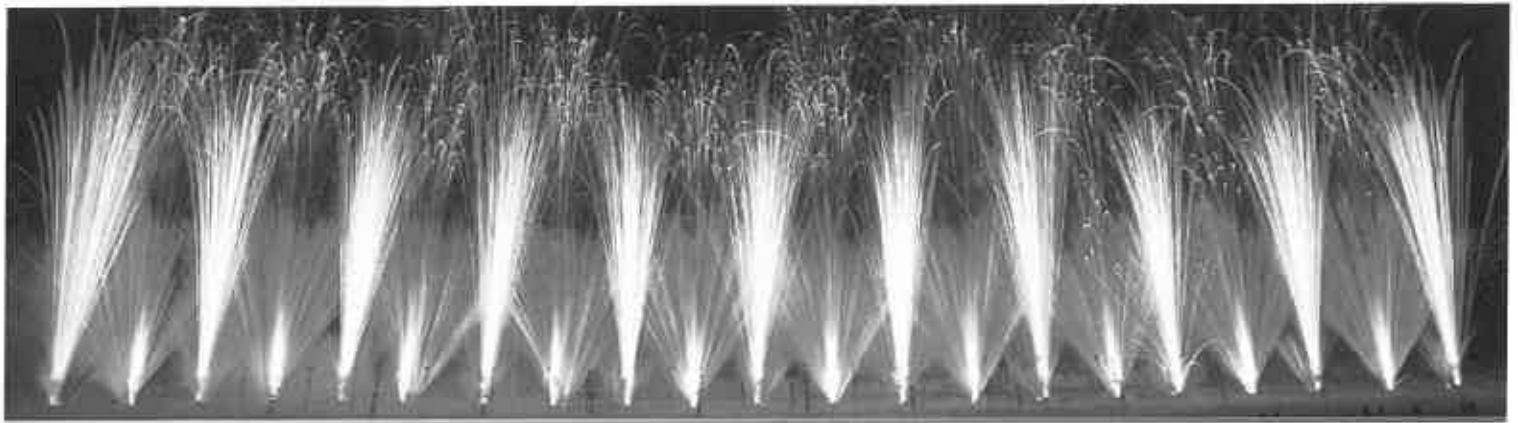
216-	3"	Assorted Color Bombshells
125-	4"	Assorted Color Bombshells
96-	5"	Assorted Color Bombshells
90-	6"	Assorted Color Bombshells
32-	8"	Assorted Color Bombshells

SPECTACULAR GRAND FINALE: 573 BOMBSHELLS

240-	3"	<u>Assorted Color Bombshells(chained)</u>
80-	3"	Salutes (chained)
48-	4"	Assorted All Colors Bombshells(chained)
30-	5"	Assorted All Colors Bombshells(chained)
18-	6"	Assorted All Colors Bombshells(chained)
32-	8"	Assorted All Colors Bombshells(chained)

596 | 3'
197 | 4'
151 | 5'
108 | 6'
64 | 8'

1116 Total



Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

- 20 3-inch Assorted Color Changing Star Shells
- 12 4-inch Assorted Color Changing Star Shells
- 10 5-inch Assorted Color Changing Star Shells

42 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 172 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

- 144 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

- 120 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

- 60 6-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight

496 Total Body Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

120	3-inch Titanium Salutes
200	3-inch Assorted Color Star Shells
48	4-inch Assorted Color Star Shells
30	5-inch Assorted Color Star Shells

398 Total Finale Shells





PRICING



DETAILS

\$22,930.00 High Impact Aerial Fireworks Display
\$70.00 Permit Application Fee

512 / 3'
228 / 4'
175 / 5'
72 / 6'

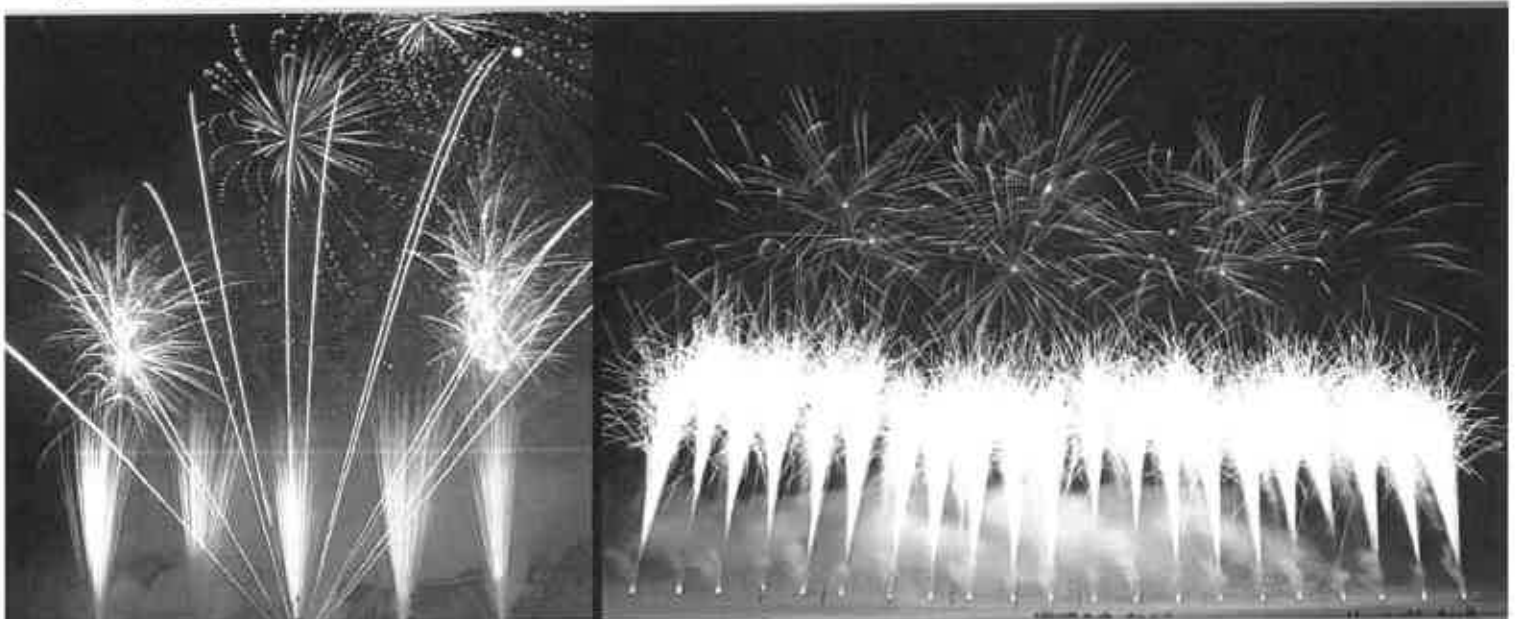
987 Total

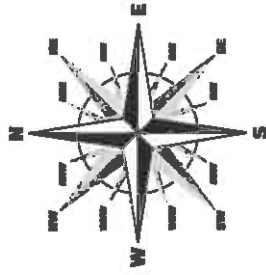
GRAND TOTAL

\$23,000.00

***Should Pyrotecnico receive the \$11,500.00 Pre-Show Advance on/before November 20, 2020, the below product will be added to the "Body"**

- 24 - 4" Assorted Color Star Shells
- 15 - 5" Assorted Color Star Shells
- 12 - 6" Assorted Color Star Shells





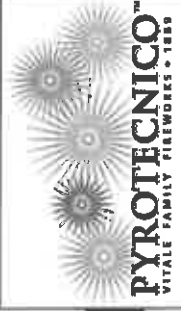
CITY OF DALTON
Fireworks Display Site
Plan

Heritage Point Regional
Park
 1275 Cross Plains Trail
 Dalton, GA 30721

REVISED DATE: 11.04.2020

DRAWN BY:
 Justin Pruett

NOTES:
 Site plan is drawn to an
 approximate scale using
 NFPA 1123, NFPA 1126 or
 NFPA 160 as applicable.



*** All affected structures vacant during display**

- Audience **- Radius**

- Fire

- Closed

- Safety Fallout Zone

600' Safety Fall Out Radius

6" Maximum Device Per Pyrotecnico 100' Per Inch Policy

Zambelli

FIREWORKS

July 4th, 2021 Product Size and Quantities - \$25,000

Opening:

30 - 3 inch color finale shells
10 - 3 inch finale salutes
12 - 4 inch color finale shells

Total Shells Opening

52 shells in 20 seconds

690 / 3'
330 / 4'
145 / 5'
97 / 6'
12 / 8'
1224 Total

Main Body: (All shells multi-color, pattern, specialty or multi-break)

220 - 3 inch assorted display shells
228 - 4 inch assorted display shells
100 - 5 inch assorted display shells
85 - 6 inch assorted display shells
12 - 8 inch specialty display shells

Multi shot Devices: 8 multi shot devices (1"-2") totaling – 1050 shots

Total Aerial Shells (body) 645 shells
Total Multi-Shots (body) 1050 shots

Total Shells/Effects Main Body

1695 shells/shots in 22-24 minutes

Grand Finale:

330 - 3 inch color finale shells
50 - 3 inch finale salutes
90 - 4 inch color finale shells
45 - 5 inch color finale shells
12 - 6 inch color finale shells

Total Shells Grand Finale

527 shells in 60 seconds

Total Effects Shells/Devices:

Total Aerial Shells 1224 aerial shells
Total Multi-Shot Devices (1" to 2") 1050 shots (Multi-Shot Devices)

GRAND TOTAL SHELLS/EFFECTS 2,274

*Assorted display shells refers to a wide variety of shells
See shell descriptions on pages 9 - 16



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Lease Agreement with TEG Enterprises, Inc. for Storage Space – 305 South Depot Street, Dalton

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$75 Monthly Payment/\$900 Annual

Funding Source if Not in Budget General Fund

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

This lease agreement is for the storage container located adjacent the Crescent City Train Car. The request is to approve transfer of the lease from “Friends of the Crescent City” to the City of Dalton. This expense was previously paid through the CVB. This storage container is necessary for at least one more year.



1-800-659-7368

DELIVERY ☐
PICK-UP ☐
MOVE ☐
REPAIR ☐

Rental Contract: **47938**
Date of Service: 09/17/20
Driver: _____
Sales Rep: _____
Order taken by: TEG-SHINKLE

LESSEE: (Renter) ☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☐ OTHER

Name CITY OF DALTON

Person Placing Order JASON PARKER

Street Address PO BOX 1205

Suite # / Apt. # _____

City Dalton State GA Zip 30722

Federal ID # _____ SS# _____

E-mail Address JPARKER@DALTONGA.GOV

Office Phone # 706-529-2404

Fax # _____

Billing Address if different than above _____

City _____ State _____ Zip _____

Billing Phone # 706-529-2404 Contact: JASON PARKER

EQUIPMENT LOCATION:

Business Name or Job CITY OF DALTON CRESCENT CITY

Address or lot description 305 SOUTH DEPOT STREET

City Dalton State GA Zip 30720

County Whitfield

Job-Site Phone # _____

PO# _____ Job # _____

Job-Site Contact _____

DIRECTIONS:

SPECIAL INSTRUCTIONS:

* UNIT TOOK OVER FROM "FRIENDS OF THE CRESCENT CITY" *

Payment Address

Corporate Location:

107 Gass Drive
Greeneville, TN 37745
Phone: (423) 638-4681
Fax: (423) 787-0401

Branch Locations:

Greeneville, TN (423) 638-4681
Knoxville, TN (865) 521-0063
Asheville, NC (828) 259-3777
Greenville, SC (864) 295-9990
Marietta, GA (770) 421-0399

Date Called In: 09/18/20 Sales Tax _____

Rental Period: _____

Basic Rental Rate: \$75.00

Property Exp (If Applicable) @ 5% per unit

Billing Cycle Monthly

Delivery Charge (On first bill) \$0.00 ea

Pick-Up Charge (On first bill) \$0.00 ea

On-Site Time Allowance 30 minutes per delivery
(on trailers and containers only)

Stand-by and/or extra time charges @ \$45.00/hr. per man
Moving Charges port to port @ \$75.00/hr. per man

Extra Equipment Furnished Block & leveling _____

Steps _____ Tie Downs _____

Locks _____ Tear Down _____

EQUIPMENT IDENTIFICATION:

Unit # 996579 Equipment Size 20' x 8'

Type C20 Lot: _____ Rate \$ _____

Unit # _____ Equipment Size _____ x _____

Type _____ Lot: _____ Rate \$ _____

Unit # _____ Equipment Size _____ x _____

Type _____ Lot: _____ Rate \$ _____

Unit # _____ Equipment Size _____ x _____

Type _____ Lot: _____ Rate \$ _____

Unit # _____ Equipment Size _____ x _____

Type _____ Lot: _____ Rate \$ _____

Driver: Done _____ Initial _____

Time In _____ Time Out _____

Not Done _____ Reason _____

I acknowledge receipt on good order of above items.
I have read & agree to the Terms & Conditions on the reverse side.

Signature _____

Print _____

CONDITIONS OF LEASE AGREEMENT

1. Lease. Customer lease from TEG Enterprises, Inc. ("TEG") all units identified on the reversed hereof and substituted or added units (collectively, "Units"). Unless identified in writing as a sale, Customer shall not acquire any ownership interest in any Unit. The term of this lease ("Lease") commences upon delivery of a Unit and continues until terminated as provided herein. Customer shall pay TEG for each 28-day or other period agreed upon by TEG and Customer (each a "Period") the lease charges, which are subject to change without notice, taxes, Damage Waiver Program charge ("Damage Waiver") and other charges set forth in invoices delivered to Customer (collectively, "Charges"). Customer shall owe all Charges for each Period regardless of the number of days in such Period the Unit was leased by Customer. Customer shall pay TEG a late charge of 10% of the unpaid Charges which begins accruing one Period after the Charges are due. All lease to own contracts are void if any payment is 30 days past due.

2. Delivery. Customer agrees to accept each Unit unless it delivers written objections to TEG within 3 days of delivery. Customer shall be solely responsible for any damages to contents of the Unit ("Contents"), the Unit or Customer's premises or property arising in connection with the delivery or removal of any Unit. Customer shall not store hazardous materials in any Unit, remove any Unit from the United States or alter the Unit in any way. Customer shall pay TEG all Charges until any damaged Unit is rental ready and all costs to clean, repair, restore to good working order or make ready for lease any Unit, remove any locks from any Unit or remove, store and dispose of any abandoned Contents. From delivery TEG may inspect any Unit at any time. If any Unit is destroyed, damaged beyond repair, lost or stolen, Customer shall pay TEG greater of the book value or fair market value of such Unit. Customer's use of the Unit shall comply with applicable laws. Customer shall pay for all of the following arising from Customer's use of any Unit: fees, permits, fines, taxes, penalties, towing charges, impound fees and other charges. TEG may assign a number ("Confirmation Number") to confirm the date of delivery or removal of a Unit.

3. Warranty Disclaimer. Customer assumes and shall bear all risk of loss, theft or damage to the Unit and its Contents for any cause whatsoever, including, without limitation, damage caused by leaking of any Unit, condensation, humidity, transport, theft, fire, vandalism, vermin, heat, cold, dust, water or loss caused by forces of nature. Customer shall keep the Unit free from all liens and grants a lien in all. Contents and proceeds thereof to secure payment of the Charges. TEG shall not be responsible for any damage to Contents in the Unit or any property of Customer sustained in connection with the delivery, removal or repossession of any Unit. TEG MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE UNITS OR SERVICES PROVIDED BY TEG INCLUDING, WITHOUT LIMITATION ANY CONDITION OR COMPLIANCE WITH LAW. Customer leases the Units hereunder as "as is." TEG shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, loss of business income, personal injury, death or other damages, direct or indirect, consequential or otherwise of Customer or Customer's agents or invitees caused by or resulting directly or indirectly from any defect in the Units, transport of the Units or damage caused to Customer's property or goods caused by the negligence of TEG, its employees or agents. Customer shall indemnify, hold harmless, defend and reimburse TEG and its directors, officers, shareholders, employees, agents, affiliates and assigns ("TEG Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of TEG Related Parties arising from (i) the loss of, damage to or destruction of Unit(s) due to collision, forces of nature, fire, explosion or other casualty, (ii) damage to Customer's goods or property caused during storage in or transport of the Units, (iii) any levy, attachment or repossession of Units, (iv) any fine, liens, tax, assessment, penalty, towing, impound or other charges arising from Customer's use of the Units or (v) Customer breach of the Lease.

4. Lessee further agrees. At Lessee's cost and expense, Lessee agrees to procure and deliver to Lessor, simultaneously with or prior to delivery to Lessee of the equipment to be leased hereunder, and keep in full force and effect during the entire term of this Agreement, a policy or policies or insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid thereon for the term of this Agreement, protecting Lessor against all loss and damages it may sustain or suffer because of (a) the loss of or damage to said trailers, or any thereof, because of fire, theft, collision, lightning, flood, windstorm, explosion or other casualty, and (b) the death of, injury to, or damage to the property of any third person as a result of, in whole or in part, the use or condition of said trailers, or any thereof, while in the custody, possession, or control of Lessee with limits of \$250,000 to \$1,000,000 as to personal injury liability and \$50,000 as to property damage liability. Single interest liability insurance protecting Lessor only may be obtained by Lessor at the expense of Lessee if Lessee does not provide the liability insurance described above, provided, however, that Lessor is not required to purchase such insurance and Lessee's obligations to procure insurance shall not be relieved or affected in any respect. If Lessor does purchase such single interest liability insurance, It is understood that procurement of insurance by Lessee as herein provided or Lessee's failure to procure the same shall not, and does not, affect Lessee's other covenants, obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the equipment leased hereunder shall not terminate this Lease nor, except to the extent, and only to the extent that the Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability hereunder; Lessee is, and shall be and remain, a full insurer of the equipment leased, and Lessee hereby releases and waives any and all defenses available to a bailee by law.

5. Miscellaneous. TEG may terminate this Lease at any time without notice for any reason whatsoever. Customer releases any claim that this Lease imposes upon TEG any duties of a bailee. Each of the following constitute and "Event of Default:" (a) Customer's failure to perform any terms of this Lease or (b) bankruptcy, reorganization or insolvency proceedings instituted by or against Customer. Upon an Event of Default or thereafter (i) TEG may, without legal process or notice, terminate this Lease, enter any premises where any Unit is located, repossess the Units, remove any Unit locks or pursue any other remedy available and (ii) Customer shall, at its sole expense, return all Units to locations designated by TEG. Customer agrees to pay, as liquidated damages, the greater of the book values or fair market value of any Unit not returned to or repossessed by TEG and interest at two percent (2%) per month, or at the highest legal rate, plus TEG's collection fees, attorney's fees and any other cost incurred by reason of any Event of Default or the exercise of TEG's remedies. No remedy referred to is exclusive, and each shall be in addition to any remedy referred to herein or otherwise available to TEG. Any endorsements appearing on Customer's checks do not, because of such Number if Customer cannot provide the Confirmation Number to TEG. Customer shall not transfer or hypothecate the Unit or assign its duties under this Lease. Customer shall not sublease the Unit. TEG may assign, pledge or transfer its rights under this Lease without Customer's consent. All notices hereunder shall be in writing. This Lease (A) may only be amended by a writing executed by all parties, (B) shall be governed by the state laws where this Lease was executed by TEG, and (C) contains the entire understanding of the parties and supersedes all prior and contemporaneous agreements, oral and written, among the parties with respect to such subject matter. If any term herein is unenforceable, such term shall be invalid to the extent of such invalidity without rendering unenforceable the remainder of the Lease.

6. Sale. If indicated in writing on the reverse hereof as a sale, Customer hereby purchases from TEG all of TEG's right, title and interest in the Units. CUSTOMER AGREES THAT THE UNITS AND OTHER ITEMS DELIVERED TO CUSTOMER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. TEG HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OBLIGATIONS AND LIABILITIES OF TEG, AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST TEG, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAULT OR DEFECT IN THE UNITS OR OTHER ITEM DELIVERED PURSUANT TO HERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION OR COMPLIANCE WITH LAW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. This warranty is not transferable by Customer.

I Certify I Have Read And Understand The Above Information

TEG Enterprises, Inc.

Signature X

Date _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Professional Services Agreement for City Attorney Services with G. Gargandi Vaughn

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: \$150/hour

Funding Source if Not in Budget General Fund

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

Revised Professional Services Agreement for City Attorney Legal Services

**AGREEMENT
AS TO THE PROVISION OF
CITY ATTORNEY LEGAL SERVICES FOR THE
CITY OF DALTON, GEORGIA**

THIS AGREEMENT (“Agreement”) represents the understanding between **the City of Dalton** (the “City”), a municipal corporation, and **G. Gargandi Vaughn**, City Attorney for the City (the “City Attorney”), regarding the services to be provided by the City Attorney and compensation for time and expenses related thereto effective on the date signed by the last signing party, and until further modified by mutual agreement between the parties.

WHEREAS, the City desires to appoint **G. Gargandi Vaughn, Esquire** as the City Attorney for the purpose of providing legal guidance to the City as set forth herein;

A. Acceptance of Appointment.

By signing this Agreement, the undersigned G. Gargandi Vaughn hereby accepts the appointment as City Attorney and lead lawyer on all matters related to his representation, though other lawyers may assist him as necessary. The City Attorney shall provide quality services in an efficient and economical manner, but always in keeping with the standards of the legal profession applicable to attorneys admitted to practice law before the State Bar of Georgia. The City Attorney shall take the applicable oaths prescribed by Chapter 3 of Title 45 of the Official Code of Georgia.

B. General Non-Litigation Legal Services.

The City Attorney shall provide general legal and other services to the City including, but not limited to, the following:

1. Legislative counsel work associated with City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.
2. Prepare oral and written opinions on legal matters as required by the City Council and/or the City Administrator.
3. Negotiate and prepare agreements, leases, contracts, or similar documents.
4. When requested by the City Council or the City Administrator, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.

5. Provide legal counseling, guidance and opinions to the City Administrator and Department Directors regarding the operations of the City.
6. Participate in meetings and/or telephone conferences with the City Administrator and/or City staff as requested by the City Administrator.
7. Provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.
8. Prepare and/or review ordinances, resolutions, documents and papers that pertain to City matters at the request of City Council or the City Administrator.
9. Maintain legal files and provide to the City Administrator copies of all correspondence, and all pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a summary written report on the status of all litigation that the City Attorney is directly handling or is overseeing on behalf of the City. Furthermore, the City Attorney shall notify the Mayor, City Council and City Administrator within 48 hours of his obtaining information as to any ante litem notice, notice or threat of claim, or the initiation of any legal action against the City of Dalton.
10. Keep the Mayor, City Council and the City Administrator informed of federal or state legislation or judicial decisions that have the potential to impact the City.
11. Oversee, in a cost-effective manner, litigation in which the City is represented by attorneys retained by the City's insurance carriers, or statutory risk management pools, and/or any other outside legal counsel appointed by the City.
12. Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties in representing the City.
13. Participate in special projects as authorized by the Mayor, City Council, or City Administrator including, but not limited to, the negotiation for sale or purchase of real estate, including fee ownership and easements and acquisition of interest in real estate through the exercise of eminent domain by the City.
14. Provide assistance and legal advice to the City Administrator and City Clerk and any other designated records custodian of the City of Dalton on compliance with federal or State and local records retention statutes, ordinances and regulations as well as preserve and maintain the records of the City Attorney made and kept in the

service of the City of Dalton in accordance with such statutes, ordinances and regulations.

15. Provide assistance and preserve City records in accordance with the City's record retention schedule.
16. File all petitions to abate a public nuisance on behalf of the City.
17. Serve as legal counsel to the City Council, Pension Board, Public Safety Commission, and any other board, commission, and/or authority as prescribed by state or local law.
18. Attend all regular meetings of the City Council, all special meetings, work sessions and executive sessions, and any other City meetings as requested by the Mayor, City Council, or the City Administrator.
19. Attend all regular meetings, all special meetings, work sessions, and executive sessions of the Pension Board, Public Safety Commission, and any other board, commission, and/or authority as prescribed by State or local law.
20. Handle petitions, or other business, as requested in the City of Dalton Municipal Court.
21. Assist with all other legal matters requested by the City.

C. Relationship Among City Attorney and Other Attorneys.

The City Attorney is the lead attorney for the City in the provision of the general services described above. As such, the City Attorney shall work cooperatively with any other attorney(s) retained by the City, who shall take direction from and be under the City Attorney's supervision in all matters concerning representation of the City of Dalton.

The City Attorney will be the initial contact for legal advice and representation for legal work needed by the City, Mayor, Council and staff. The City Attorney, in consultation with the City Administrator, will determine the most efficient and effective use of the City Attorney's time and any outside counsel.

The City Attorney shall associate with an attorney to provide legal services to the City in the event the City Attorney is unavailable due to illness, injury or vacation. The City Attorney shall supervise all legal services provided by said attorney. Said attorney shall comply with all terms and conditions of this Agreement applicable to the City Attorney. The City Attorney shall provide reasonable notice to the City Administrator in the event the City Attorney will be unavailable as provided for herein.

D. Retaining Other Legal Professionals.

It may be necessary or desirable in certain cases to retain the legal services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be paid directly to the professional providing such services. If the City Attorney recommends the services of any such professional to be used in this manner, such recommendation shall be submitted to the City Administrator for review and approval prior to utilization of the professional.

E. Legal Fees.

1. **General Non-Litigation Legal Services.** Time expended by the City Attorney on providing general non-litigation legal services, including any attorneys that may assist the City Attorney, is billed on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. The City Attorney's hourly rate is \$150 per hour. The paralegal's hourly rate is \$75.00 per hour. The City Attorney must obtain approval from the City Administrator prior to billing any time for paralegals or other support personnel.

These rates may be modified over time by agreement with the City, usually at the first of the year when the City Attorney typically reviews his rate structure. In addition, the City Attorney shall bill for reimbursable expenses. The City Attorney will comply with all applicable federal, state, and local ethics and gifts and gratuities laws, rules, and regulations with regard to reimbursable expenses. The cumulative total of fees for general non-litigation services for the City Attorney shall not exceed the amount of \$125,000 annually, without the prior written approval of the City Administrator.

2. **Litigation Legal Services.** Time expended by the City Attorney on providing services for litigation matters, including any attorneys that may assist the City Attorney, is billed on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. "Litigation matters" means all actions filed in Federal District Court, Superior Court, or State Court against the City. Separate billing will begin on litigation matters only after the date of filing of an action against the City. These litigation matters differ from those actions in which the City may be defended solely by its insurer. As long as the City, its elected officials, officers and personnel are named as parties to the litigation, the City Attorney is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the City and its officials. The City Attorney's hourly rate for litigation services is \$150 per hour. The City Attorney must obtain approval from the City Administrator prior to billing any time for paralegals or other support personnel.

These rates may be modified over time by agreement with the City, usually at the first of the year when the City Attorney typically reviews his rate structure. In addition, the City Attorney shall bill for reimbursable expenses. The City Attorney will comply with all applicable federal, state, and local ethics and gifts and gratuities laws, rules, and regulations with regard to reimbursable expenses. Time and expenses related to litigation services will be approved on a case-by-case basis in consultation with the City Administrator.

F. Billing and Expenses.

The City Attorney shall forward all statements for services and expenses on a monthly basis via mail to the City of Dalton, P.O. Box 1205, Dalton, GA 30722, together with all backup required by the City's Finance Director. Payment shall be made within twenty (20) days of receipt of a compliant statement. The City will have the right to request additional notes and documentation as to individual charges. The City Attorney shall respond in a timely manner to any questions about charges invoiced by the City Attorney. Monthly statements shall be mailed no later than the 10th of each month for the prior months' billing and must include a detailed breakdown of the service provided and total billable hours, to the nearest tenth of an hour for each charge.

The City Attorney shall bill an additional two (2%) percent of the monthly bill for legal fees as an administrative fee. This fee shall be to reimburse the City Attorney for out-of-pocket office and administrative expenses such as office supplies, copying costs, postage, and billing expenses. Other costs such as court filing fees, exhibits, depositions, appraisals, expert witness fees, consultant fees, travel mileage, and lodging expenses incurred by the City Attorney shall be charged separately from this administrative fee and only upon advance authorization by the City Administrator.

G. Activities of the City Attorney.

The City Attorney shall keep the Mayor, Council and the City Administrator informed about the progress of his activities on the City's behalf and also, upon the City's request, of his estimates concerning additional time and cost which may be required in any case or matter. These reports and updates will be as complete as the City Administrator requires.

H. Conduct of the City Attorney.

The City acknowledges that the City Attorney is engaged in the private practice of law for compensation in addition to their legal work for the City. The City Attorney and any other attorneys under his supervision will comply with the State Bar standards governing the professional conduct of lawyers and will not represent a client in private practice if doing so would constitute a concurrent conflict of interest or would impair in any way the attorney's ability to represent the City and the City's interests.

I. Resolution of Disagreement as to Terms.

In the event there is disagreement between the City Administrator and the City Attorney as to whether certain services are covered under this Agreement, the City Administrator shall notify the City Attorney immediately for discussion and resolution. If the matter is not resolved by the City Administrator and the City Attorney, the matter shall be forwarded to City Council for a final determination.

J. Independent Contractor.

The City Attorney shall be an independent contractor of the City. The City Attorney shall not have any right to participate in any City-provided employee benefit program.

The City Attorney shall maintain general Liability Insurance, as well as Errors and Omissions Insurance, and provide the City with a copy of certificates of coverage

K. Membership.

The City Attorney warrants that all attorneys performing duties under this Agreement are active members in good standing with the State Bar of Georgia and are admitted to practice before the appellate courts of the State of Georgia. The City Attorney further warrants that any attorneys performing duties under this Agreement shall maintain such professional status during the term of this Agreement. If a writ of quo warranto is brought to determine the qualifications of the City Attorney to serve as the City Attorney and is granted, the City Attorney will be responsible for all legal and defense fees associated with said action.

L. Term and Termination

The term of this Agreement shall commence on the date signed by the last signing party and will continue for one year after the date of said signing. Notwithstanding the expiration of the term of this Agreement, this Agreement shall automatically renew from year to year under the same terms and conditions as stated herein.

Either party may terminate this Agreement at any time by giving ninety (90) days' notice in writing to the other party. Notice of termination shall be delivered either in person; by certified mail, return receipt requested; or by statutory overnight delivery. The date of receipt or attempted delivery shall be the delivery date of such notice.

If this Agreement is terminated by the City other than for default by the City Attorney or an attorney supervised by the City Attorney or for any of the reasons set forth below, the City Attorney shall be paid for services performed and expenses incurred up to the effective date of termination. The City will also have the right to terminate this agreement immediately and without notice in writing if any of the following occur:

1. If the City Attorney ceases, for any reason, to be an active member of the State Bar of Georgia in good standing;
2. If the City Attorney breaches this agreement;
3. If the City Attorney fails to adequately render professional services as set forth herein;
4. If the City Attorney engages or commits fraud, dishonesty or other acts of misconduct in the rendering of professional services as required herein;

5. If the City Attorney fails or refuses to faithfully or diligently perform the provisions of this Agreement, as determined by the City; or
6. The City Attorney retires from the practice of law.

M. Entire Agreement; Modification; Severability; Warranties.

1. The City Attorney and the City understand, acknowledge, and agree that this Agreement contains the entire understanding of the City Attorney and the City with regard to the subject-matter hereof, that it supersedes any and all prior written or oral agreements or understandings between the City Attorney and the City regarding such subject matter, and that there are no other agreements, understandings, representations, or warranties regarding such subject-matter not set forth or otherwise referenced or incorporated herein.
2. The City Attorney and the City agree to execute any other agreement, consent, authorization, release, waiver, or other document or form determined to be necessary to enforce or give effect to the intent of this Agreement or any provision hereof.
3. The City Attorney and the City acknowledge, understand, and agree that this Agreement may not be modified or canceled in any manner, nor may any provision of it or any legal or equitable remedy with respect to it be waived, except in writing signed by all Parties.
4. The City Attorney and the City acknowledge, understand, and agree (i) that the terms, conditions, restrictions, limitations, and obligations set forth in the various paragraphs, sections, and provisions of this Agreement are intended to be, and shall be considered and construed as, separate and independent; (ii) that to the extent any such term, condition, restriction, limitation, obligation, paragraph, section, or provision (or any part or portion thereof) is determined to be invalid, void, or unenforceable by any court, arbitrator, or other authority having jurisdiction in the matter, it shall be considered deleted herefrom; and (iii) that any such determination shall not render invalid, void, or unenforceable any other term, condition, restriction, limitation, obligation, paragraph, section, or provision of this Agreement.
5. The City Attorney acknowledges, understands, and agrees that the City has the sole right to enter into and end the attorney-client relationship between the parties and that the City Attorney does not have any right to seek specific performance to continue serving as the City Attorney or as legal counsel to the City.

N. Construction and Execution

1. No provision of this Agreement is intended or shall be interpreted or applied so as to preclude either the City Attorney or the City from complying with any federal, state, or local law, rule, or regulation.
2. The City Attorney and the City acknowledge and agree that it is their mutual intent that this Agreement be interpreted, construed, and enforced according to the laws of the State of Georgia and that it be interpreted and construed as if drafted by the City Attorney or the City such that no rule of strict construction shall apply.
3. The City Attorney and the City acknowledge, understand, and agree that headings contained in this Agreement are inserted for convenience and ease of reference only, that they shall not be deemed to be a part of this Agreement for any purpose, and that they shall not in any way define or affect the meaning, construction, or scope of any of the terms or conditions hereof.
4. The City Attorney and the City agree that this Agreement may be executed in separate counterparts and that each counterpart shall be deemed an original with the same effect as if the City Attorney or the City had signed the original document.
5. Nothing in this Agreement, express or implied, is intended to confer on any person or entity not a party to this Agreement any right or remedy by reason of this Agreement.
6. No provision of this Agreement shall be deemed waived, nor shall there be an estoppel against the enforcement of any such provision, except by a writing signed by the party charged with the waiver or estoppel. No waiver shall be deemed continuing unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any act other than that specifically waived.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

**City of Dalton, Georgia
Vaughn**

Law Office of G. Gargandi

By: _____
Mayor

_____(Seal)
G. Gargandi Vaughn

Attest:

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-16-20

Agenda Item: Supplemental Series 2020 Bond Ordinance – Dalton Utilities

Department: Dalton Utilities

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:

Authorizes the issuance of not to exceed \$100,000,000.00 in aggregate principal amount of City of Dalton, Georgia Combined Utilities Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), pursuant the ordinance of the Mayor and Council of the City of Dalton, Georgia, enacted October 6, 2017, as supplemented by a Supplemental Bond Ordinance enacted on November 6, 2017 (the "Original Bond Ordinance") and a series ordinance duly enacted at a meeting of the Mayor and Council of the City on October 19, 2020 (the "Original Series 2020 Ordinance")

SUPPLEMENTAL SERIES 2020 ORDINANCE

WHEREAS, the City of Dalton, Georgia (the “City”) authorized the issuance of not to exceed \$100,000,000 in aggregate principal amount of City of Dalton, Georgia Combined Utilities Revenue Bonds, Series 2020 (the “Series 2020 Bonds”), pursuant the ordinance of the Mayor and Council of the City of Dalton, Georgia, enacted October 6, 2017, as supplemented by a Supplemental Bond Ordinance enacted on November 6, 2017 (the “Original Bond Ordinance) and a series ordinance duly enacted at a meeting of the Mayor and Council of the City on October 19, 2020 (the “Original Series 2020 Ordinance”); and

WHEREAS, the Original Series 2020 Ordinance provides, among other things, that the Series 2020 Bonds shall not exceed \$100,000,000 in principal amount, shall bear interest at a rate not to exceed 5.00% per annum, shall mature not later than March 1, 2041 and the maximum annual debt service on the Series 2020 Bonds in any sinking fund year shall not exceed \$7,000,000; and

WHEREAS, the Original Series 2020 Ordinance provides, among other things, that the proceeds of the Series 2020 Bonds shall be used to finance in whole or in part the costs of (a) renovating, adding, extending and expanding the City’s electric generation, transmission and distribution facilities and the facilities of the other systems of the City’s combined utilities system (the “2020 Projects”) and (b) paying costs of issuance relating thereto; and

WHEREAS, the Original Series 2020 Ordinance provides that the application of the proceeds of the Series 2020 Bonds, the principal amount of the Series 2020 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity and the optional redemption provisions applicable thereto will be determined by the City pursuant to a supplemental ordinance; and

WHEREAS, it is proposed that the City should determine the application of the proceeds of the Series 2020 Bonds, the principal amount of the Series 2020 Bonds maturing in each year, the interest rate on each such maturity and the optional redemption provisions applicable thereto; and

WHEREAS, it is proposed that the City should ratify the use and distribution of the Preliminary Official Statement, dated November __, 2020 (the “Preliminary Official Statement”) and authorize the execution, use and distribution of the Official Statement, dated the date hereof (the “Official Statement”); and

WHEREAS, the City proposes to enter into the Bond Purchase Agreement (the “Purchase Agreement”), between the City and Citigroup Global Markets, Inc. (the “Underwriter”), providing for the sale of the Series 2020 Bonds to the Underwriter; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Series 2020 Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the City, and IT IS HEREBY ORDAINED by the City, as follows:

Section 1. Terms of the Series 2020 Bonds. The Series 2020 Bonds shall be dated as of their date of delivery. The Series 2020 Bonds shall be in the aggregate principal amount, mature, and bear interest as set forth in Exhibit A-1 attached hereto. The Series 2020 Bonds shall be subject to optional [and mandatory] redemption as set forth in Exhibit A-2 attached hereto.

Section 2. Application of Proceeds. From the net proceeds derived from the sale of the Series 2020 Bonds (\$_____ par amount, plus original issue premium of \$_____, less purchaser's discount of \$_____), the following payments shall be made, simultaneously with the issuance and delivery of the Series 2020 Bonds, to the extent and in the manner herein set forth:

(a) \$_____ shall be deposited in the Series 2020 Project Account of the Construction Fund created pursuant to the Original Series 2020 Ordinance and used to finance the 2020 Projects.

(b) \$_____ shall be deposited into the Series 2020 Costs of Issuance Account of the Cost of Issuance Fund created pursuant to the Original Series 2020 Ordinance and used to pay costs of issuance of the Series 2020 Bonds.

Section 3. Ratification and Authorization of Preliminary Official Statement and Official Statement. The use and distribution of the Preliminary Official Statement are hereby ratified and approved. The use, distribution and execution of the Official Statement are hereby authorized, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution of the Official Statement by the Mayor of the City, as hereby authorized shall be conclusive evidence of the approval of any such changes.

Section 4. Approval of Purchase Agreement. The execution, delivery, and performance of the Purchase Agreement providing for the purchase and sale of the Series 2020 Bonds, by and between the City and the Underwriter, a copy of which is attached hereto as Exhibit B, be and the same is hereby authorized. The Purchase Agreement shall be in substantially the form attached hereto, subject to such minor changes, insertions or omissions as may be approved by the Mayor of the City, and the execution of the Purchase Agreement by the Mayor of the City as hereby authorized shall be conclusive evidence of any such approval.

Section 5. Ratification of Ordinance. All of the terms and provisions of the Original Bond Ordinance and the Original Series 2020 Ordinance are hereby ratified and reaffirmed. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Original Series 2020 Ordinance.

Section 6. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in any agreement authorized by this Supplemental Series 2020 Ordinance shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the City in his or her individual capacity.

Section 7. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, members, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2020 Bonds and the execution, delivery and performance of the agreements authorized by this Supplemental Series 2020 Ordinance.

Section 8. Actions Approved and Confirmed. All acts and doings of the officers, directors, members, agents and employees of the City which are in conformity with the purposes and intents of this Supplemental Series 2020 Ordinance and in the furtherance of the issuance of the Series 2020 Bonds and the execution, delivery and performance of the agreements authorized by this Supplemental Series 2020 Ordinance are, in all respects, approved and confirmed.

Section 9. Severability of Invalid Provisions. If anyone or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions and shall in no way affect the validity of any of the other covenants, agreements and provisions hereof or of the Original Bond Ordinance, the Original Series 2020 Ordinance or the Series 2020 Bonds.

Section 10. Repealing Clause. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Supplemental Series 2020 Ordinance shall be and the same hereby are repealed, and this Supplemental Series 2020 Ordinance shall be in full force and effect from and after its enactment.

Section 11. Effective Date. This Supplemental Series 2020 Ordinance shall be effective immediately upon its enactment.

APPROVED AND ENACTED this _____ day of November, 2020.

CITY OF DALTON, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

Exhibit A-1

Terms of Series 2020 Bonds

[Attached.]

Exhibit A-2

Redemption Provisions for Series 2020 Bonds

Optional Redemption

The Series 2020 Bonds maturing on or after March 1, 20____ are redeemable at the option of the City, in whole (as to each series) on any date or in part on any scheduled Interest Payment Date, not earlier than March 1, 20____, from any moneys available therefor and deposited with the Paying Agent on or before the date fixed for redemption and at a redemption price of 100% of principal amount of such bonds, plus accrued interest to the redemption date, all in the manner provided below and in the Original Bond Ordinance. If the Series 2020 Bonds are called for optional redemption in part, then any bonds so called for redemption shall be called in such manner as may be designated by the Bond Registrar.

Mandatory Redemption

The Series 2020 Bonds maturing on March 1, 20____ are Term Bonds subject to mandatory redemption prior to maturity, in whole, on the following dates and in the following principal or maturity amounts at a redemption price equal to the principal amount of each Series 2020 Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for such redemption (the March 1, 20____ amount to be paid rather than redeemed):

Year

Amount

Selection of Series 2020 Bonds to the Redeemed.

If less than all of the Series 2020 Bonds of a particular series are to be redeemed, the particular Series 2020 Bonds to be redeemed shall be selected in such order of maturities as may be specified in writing by the Commission, acting on behalf of the City. If less than all of the Series 2020 Bonds of a single maturity are to be redeemed, any Series 2020 Bond of such maturity outstanding in a denomination of greater than \$5,000 may be called for partial redemption in the principal amount of \$5,000 or any integral multiple thereof, and for the purpose of determining the Series 2020 Bonds to be redeemed or the amount of any such Series 2020 Bonds in a principal amount in excess of \$5,000 to be partially redeemed, the Paying Agent shall treat the entire principal amount of the Series 2020 Bonds of such maturity then outstanding as if the same were separate Series 2020 Bonds of \$5,000 each and shall assign separate numbers to each for the purpose of determining the particular Series 2020 Bonds or the principal amount of any such Series 2020 Bond in a denomination greater than \$5,000 to be redeemed by lot.

Partially Redeemed Series 2020 Bonds

In case any Series 2020 Bond shall be redeemed in part only, upon the surrender of such Series 2020 Bond for partial redemption, the Paying Agent shall authenticate and shall deliver or cause to be delivered to or upon the written order of the owner thereof a Series 2020 Bond or Series 2020 Bonds of the same maturity and interest rate, in any authorized denominations, for the unredeemed portion of such partially-redeemed Series 2020 Bond. Any Series 2020 Bond, a portion of which has been redeemed as contemplated by this Section, shall be considered to be outstanding only in an amount reduced by the portion thereof so redeemed whether or not it has been surrendered as aforesaid.

Notice of Redemption

Notice of redemption (unless waived) shall be given by first class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date to the owners of Series 2020 Bonds to be redeemed at the addresses appearing in the registration books maintained by the Paying Agent. The Commission, acting on behalf of the City, and the Paying Agent may agree as to any additional or other means of giving notices of redemption with respect to the Series 2020 Bonds. Provided that notice is mailed as provided hereby, neither failure of any owner of a Series 2020 Bond to receive such notice, nor any defect therein, shall affect the validity of the proceedings to redeem any Series 2020 Bond as to which proper notice was mailed. For any optional redemptions, any notice of redemption shall state any condition to such redemption. If on the date set for redemption any conditions to redemption stated in the notice have not been met, the Paying Agent shall return to the owners thereof any Series 2020 Bonds tendered for redemption, and as soon as practicable, send out a notice to the owners of such Series 2020 Bonds in the same manner as notices of redemption notifying them of the cancellation of such redemption.

Exhibit B

Bond Purchase Agreement

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Dalton, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a Supplemental Series 2020 Ordinance enacted by the Mayor and Council of the City of Dalton in public meeting properly and lawfully assembled on November ____, 2020, the original of which ordinance has been entered in the official records of the City under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(SEAL)

City Clerk