



**MAYOR AND COUNCIL CALLED MEETING
MONDAY, AUGUST 31, 2020
6:00 PM
DALTON CITY HALL**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: (Must Complete Commentary Contact Card Prior To Speaking)

New Business:

- [1.](#) (2) New 2020 Alcohol Beverage Applications
- [2.](#) Budget Amendment #5 for primarily CARE's Act funding received. Refer to detail amendment attached.
- [3.](#) Adoption of 2020 millage rate at 2.237 mills (PT-32.1) and certification of City and Independent School Millage Rates (PT-38)
- [4.](#) Agreement with Bleakly Advisory Group to Perform Tax Allocation District Study
- [5.](#) Resolution No. 20-16 Accepting Donation of Real Property and Dedication of Public Right of Way on New Doris Street
- [6.](#) First Reading - Ordinance To Amend Section 94-77 of Article II "Collection" of Chapter 94 "Solid Waste" of the Revised Code of Ordinances
- [7.](#) DFD Station Five Roof

Supplemental Business:

8. Executive Session - Personnel Matters

Announcements:

9. The regular Mayor & Council meeting on September 8, 2020 has been replaced with today's called meeting. The next regular Mayor & Council meeting will be on September 21, 2020.

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/25/2020

Agenda Item: (2) New 2020 Alcohol Beverage Applications

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

(2) New Alcohol Beverage Application recommendations by the PSC on the regular August 25th meeting.

2020 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY AUGUST 25, 2020

M&C MONDAY AUGUST 31, 2020

(1) 2020 ALCOHOL APPLICATION

1. Business Owner: OM SHIV SHIVAM CORP
d/b/a: Gold Beer Shop
Applicant: Sangitaben Bavariya
Business Address: 1125 E. Walnut Ave Suite A
Type: Package Beer, Package Wine
Disposition: **New**

2. Business Owner: Jasmine Singh Enterprise, LLC
d/b/a: Jas Tobacco
Applicant: Heather Singh
Business Address: 601 Fleming St. Suite A
Type: Package Beer, Package Wine
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-31-20

Agenda Item: Budget Amendment #5

Department: Finance

Requested By: Cindy Jackson

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

Cost: NA

**Funding Source if Not
in Budget**

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

Budget Amendment #5 to provide primarily for CARE's act funding from FEMA, GDOT, and allocation from State of Georgia. Refer to detail amendment attached.

2020 Budget Amendment

Budget Amendment #5

GENERAL FUND

Revenues & Transfers-In

Real & personal property taxes	\$	(850,000)	(1)
Intergovernmental - federal grant		100,000	(2)
Transfer in - grant fund		1,762,285	(3)
	\$	1,012,285	

Expenditures & Transfers-out

Supplies - COVID	\$	100,000	(3)
City Clerk - recording fees		1,700	(4)
Other agency funding - DEO Clinic		50,000	(5)
	\$	151,700	

Net Increase (Decrease) Budgeted Fund Balance

\$ 860,585

- (1) Reduction of real and personal property taxes for 2020
- (2) FEMA Public Assistance Grant
- (3) CARE's Act grant local share received from State of Georgia
- (4) Additional funds needed due to increase in cemetery deed recordings
- (5) Agreement approved by M&C 8/17 to fund COVID-19 Outreach Program

Airport Grant Fund

Expenditures & Transfers-out

Federal Grant	\$	69,000	(1)
	\$	69,000	

Expenditures & Transfers-out

Transfer to Airport Operations	\$	69,000	
	\$	69,000	

Net Increase (Decrease) Budgeted Fund Balance

\$ -

- (1) CARE's Act grant received from GDOT for Airport wages

Grant Fund - Other

Expenditures & Transfers-out

Federal Grant	\$	1,762,285	(1)
	\$	1,762,285	

Expenditures & Transfers-out

Transfer to General Fund	\$	1,762,285	
	\$	1,762,285	

Net Increase (Decrease) Budgeted Fund Balance

\$ -

- (1) CARE's Act grant local share received from State of Georgia

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

COUNTY: WHITFIELD

TAXING JURISDICTION: DALTON

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	2,256,138,238	5,820,135	16,333,341	2,278,291,714
PERSONAL	1,666,670,790		6,809,545	1,673,480,335
MOTOR VEHICLES	41,732,450		(2,657,600)	39,074,850
MOBILE HOMES	347,653		50,825	398,478
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		91,953	91,953
GROSS DIGEST	3,964,889,131	5,820,135	20,628,063	3,991,337,329
EXEMPTIONS	329,697,205		10,772,930	340,470,135
NET DIGEST	3,635,191,926	5,820,135	9,855,133	3,650,867,194
	(PYD)	(RVA)	(NAG)	(CYD)

2019 MILLAGE RATE: 2.482

2020 MILLAGE RATE: 2.237

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2019 Net Digest	PYD	3,635,191,926	
Net Value Added-Reassessment of Existing Real Property	RVA	5,820,135	
Other Net Changes to Taxable Digest	NAG	9,855,133	
2020 Net Digest	CYD	3,650,867,194	(PYD+RVA+NAG)
2019 Millage Rate	PYM	2.482	PYM
Millage Equivalent of Reassessed Value Added	ME	0.004	(RVA/CYD) * PYM
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	2.478	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	2.478
2020 Millage Rate	2.237
Percentage Tax Increase	-9.73%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date



Recipient	Population	Phase I Allocation	Phase I - 30% Advance
Dalton city	33,665	\$1,762,285	\$528,685
Tunnel Hill city	910	\$47,636	\$14,291
Varnell city	2,139	\$111,972	\$33,592
Whitfield County unincorporated	67,277	\$3,521,795	\$1,056,539
Wilcox County			
Abbeville city	2,684	\$140,501	\$42,150
Pineview town	489	\$25,598	\$7,679
Pitts city	293	\$15,338	\$4,601
Rochelle city	1,103	\$57,739	\$17,322
Wilcox County unincorporated	4,066	\$212,846	\$63,854
Wilkes County			
Rayle town	185	\$9,684	\$2,905
Tignall town	496	\$25,964	\$7,789
Washington city	3,963	\$207,454	\$62,236
Wilkes County unincorporated	5,133	\$268,701	\$80,610
Wilkinson County			
Allentown city (pt.)	100	\$5,235	\$1,570
Danville town (pt.)	27	\$1,413	\$424
Gordon city	1,857	\$97,210	\$29,163
Irwinton city	555	\$29,053	\$8,716
Ivey city	914	\$47,846	\$14,354
McIntyre town	605	\$31,670	\$9,501
Toombsboro city	486	\$25,441	\$7,632
Wilkinson County unincorporated	4,410	\$230,853	\$69,256
Worth County			
Poulan city	870	\$45,542	\$13,663
Sumner town	424	\$22,195	\$6,659
Sylvester city	5,776	\$302,360	\$90,708
Warwick city	386	\$20,206	\$6,062
Worth County unincorporated	12,791	\$669,579	\$200,874
Total	7,097,798	\$371,553,305	\$111,465,992

Cindy Jackson

From: Gesse Cabrera
Sent: Friday, August 21, 2020 1:16 PM
To: Cindy Jackson
Cc: Bernadette Chattam; Mechelle Champion
Subject: Budget Transfer + Amendment
Attachments: Budget Amendment (Recording Fees).xls

Hi Cindy,

May I please have the budget transfer below posted. I used the wrong line item for a PO. Need that money back into Recording.

Budget Transfer

Clerk

Line Item	Org	Obj	Change	description
Copier Retnal Supplies	141200	000140	\$167.00	remove \$167.00
Recording	141200	000170	\$0.00	add \$167.00
total				\$167.00

Budget Transfer
21-Aug-20

Additionally, we will need another budget amendment to our Recording line item. As of March, we've had an increase in cemetery deeds created weekly. I averaged out the amounts per week and the averaged total is close to 5 deeds a week. See the spreadsheet attached if it helps. That amount should cover the remaining 14 weeks of the year.

Budget Amendment

Clerk

Line Item	Org	Obj	Change	description
Recording	141200	000170	\$1,700.00	add \$1,700
total				\$1,700.00

Budget Amndenmdent
21-Aug-20

Sincerely,

Gesse Cabrera, CMC | Deputy City Clerk
City Hall | Clerk's Office
300 W Waugh St | P.O Box 1205 | Dalton, GA 30722
P: 706-529-2490 | F: 706-529-2491

CITY OF DALTON
City of Dalton Latino Outreach to Reduce the Impact of COVID-19

PARTNER AGENCY/ SUBRECIPIENT: The D.E.O. Clinic, Inc.

FUNDING ENTITY/RECIPIENT: CITY OF DALTON

FUNDING AMOUNT: \$50,000

THIS AGREEMENT, made and entered into on the 17 of August, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The D.E.O. Clinic, Inc., a domestic non-profit corporation of the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, Dalton's Latino community is disproportionately impacted by the coronavirus pandemic, and there is a need to quickly mobilize a short-term, highly focused initiative to address the educational and testing needs of Latino residents in the community.

WHEREAS, \$ 50,000 from Fiscal Year **2020** funds has been appropriated for award to the Agency for the implementation of COVID-19 relief activities by the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of a program designed to address the City's COVID-19 relief needs, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION: The Agency is agreeing to use program funds to provide education and raise awareness of the Latino residents in the City of Dalton on ways to prevent the spread of COVID-19; to facilitate testing for the presence of the COVID-19 virus; and to perform "Contact Tracing" services for those who may have been in Close Contact with a patient who has tested positive for the COVID-19 virus. The project is hereinafter referred to as the "Outreach Program".

USE OF FUNDS: The program funds shall only be used for the purposes stated in the Project Description above, and for the administration and management of the program to include up to 3 full-time, temporary employees, hereinafter referred to as the "Employees" who will administer the services in the Project Description. Agency shall certify upon completion of program that all funds have been used for an approved purpose.

FUNDING:

The City shall provide \$50,000.00 within seven days of executing this agreement for funding of the Outreach Program. The Agency shall receive said funding for services as listed in the Project Description. For

MONTHLY WORK REPORT/REIMBURSEMENT REQUEST

Rev 07/01/19

DATE:

8-9-20

REPORT/REQUEST#:

Final 1

Project Manager:

Michael Giambrone

Office Of:

GDOT Intermodal-Aviation Programs

Address:

600 W Peachtree St NW, 6th Fl, Atlanta, GA 30308

PROJECT LOCATION:

Dalton Municipal Airport

PI NUMBER/PROJECT #:

T007440 AP020-90CA-40(313) Whitfield

CONTRACT AMOUNT:

\$69,000

GDOT NOTICE PROCEED:

SPONSOR NOTICE TO PROCEED:

PROJECT COMPLETION DATE:

% OF TIME ELAPSED ON SPONSOR CONTRACT:

N/A

PROFESSIONAL SERVICES

RENDERED DURING PERIOD:

**Date
From**

1/1/2020

**Date
To**

7/31/2020

SPONSOR EXPENSES DURING PERIOD:

\$69,000 federal funds

MAKE PAYMENT TO:

Address:

City of Dalton

City/State/Zip:

P.O. Box 1205

Dalton, GA 30722-1205

As the Sponsor I certify the following documents have been reviewed and are attached in order to process payment.

Certified Payrolls ☐ Monthly DBE Report ☐ Wage Rate Interviews ☐

Invoices/Contractor Pay Apps ☒ Weekly Inspection Logs/Reports ☐ Test Results (if applicable) ☐

Design/Planning Documents ☐

Land Acquisition Documents (list) ☐

Other, please list ☐

Sponsor Certification of Final Acceptance (if final pay request) ☐

REVIEWED & APPROVED BY:

Sponsor Signature

NAME: Cindy Jackson

TITLE: Chief Financial Officer

For Department Use Only

As Aviation Project Manager, I have reviewed submitted documentation and recommend payment.

Signature: _____

% Complete to Date _____

% Paid to Date: _____

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020

<http://www.dor.ga.gov>

Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax.

Georgia Department of Revenue
Local Government Services Division
4125 Welcome All Road
Atlanta, Georgia 30349
Phone: (404) 724-7003



CITY NAME DALTON		ADDRESS 300 W. WAUGH ST		CITY, STATE, ZIP DALTON, GA 30720		
FEI # 58-6000557	CFO CINDY JACKSON	PHONE NO. 706*529*2460	FAX 706*277*4640	EMAIL cjackson@daltonga.gov		
OFFICE DAYS / HOURS M-F 8am - 5pm						
ARE TAXES BILLED AND COLLECTED BY THE () CITY OR (X) COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. WHITFIELD COUNTY TAX COMMISSIONER 706*275*7410						
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY		INDEPENDENT SCHOOL				
Exemption Amount	Qualifications	Exemption Amount		Qualifications		
REFER TO ATTACHED						
If City and School assessment is other than 40%, enter percentage millage is based on _____%. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1 Gross Millage for Maintenance & Operations	COLUMN 2 Less Rollback for Local Option Sales Tax	COLUMN 3 Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	COLUMN 4 Bond Millage (If Applicable)	COLUMN 5 Total Millage Column 3 + Column 4
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers					
City Millage Rate	001-005, 030-032	3.968	1.731	2.237	0.000	2.237
Independent School System	001-005, 030-032	8.200	0.000	8.200	0.570	8.770
Special Districts	005, 031	2.500	0.000	2.500	0.000	2.500
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.						

Name of County(s) in which your city is located:

WHITFIELD

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2020

Date

Mayor

City of Dalton, Georgia

DIGEST YEAR 2020

List all Local Exemptions and provide the criteria for each local homestead exemption shown on the 2020 Consolidation Sheets. Fill in the amount of Exemption allowed in the corresponding fields below. All local homestead exemptions, approved in a local referendum, are to be listed, along with the Resolution/House/Senate Bill Number authorizing the referendum and the year passed. This form serves as documentation of the local homestead exemptions and the specific qualification criteria.

[illegible]

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2020

COUNTY: **WHITFIELD**

TAXING JURISDICTION: **DALTON**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
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MOBILE HOMES	347,653		50,825	398,478
TIMBER -100%	0		0	0
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GROSS DIGEST	3,964,889,131	5,820,135	20,628,063	3,991,337,329
EXEMPTIONS	329,697,205		10,772,930	340,470,135
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	(PYD)	(RVA)	(NAG)	(CYD)
2019 MILLAGE RATE:	2.482		2020 MILLAGE RATE:	2.237

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
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Net Value Added-Reassessment of Existing Real Property	RVA	5,820,135	
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2020 Net Digest	CYD	3,650,867,194	(PYD+RVA+NAG)
2019 Millage Rate	PYM	2.482	PYM
Millage Equivalent of Reassessed Value Added	ME	0.004	(RVA/CYD) * PYM
Rollback Millage Rate for 2020	RR - ROLLBACK RATE	2.478	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	2.478
2020 Millage Rate	2.237
Percentage Tax Increase	-9.73%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☒ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

■ Submit the following by mail or fax:

Vision Report (DDS-MR-274) or a vision exam dated within the last two years.

Two proofs of physical Georgia residency.

Pay the \$32 license fee with a credit card using the credit card payment authorization form (DDS-100) by secure fax to (678) 413-8555. Customers may also mail a money order, cashier's check or personal check for payment to the following address: Georgia Department of Driver Services (DDS), Attn: Central Issuance, P.O. Box 80447, Conyers, GA 30013.

These customers will be mailed or emailed a temporary paper license to the address they provide. Customers should allow up to 30 days to receive their driver's license in the mail. For complete driver services information including a menu of online services, please visit www.dds.georgia.gov.

Georgia law requires that people 64 years of age and older take and pass a vision exam prior to receiving or renewing a driver's license. All individuals may complete the vision exam at a DDS customer service cen-

NOTICE OF CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

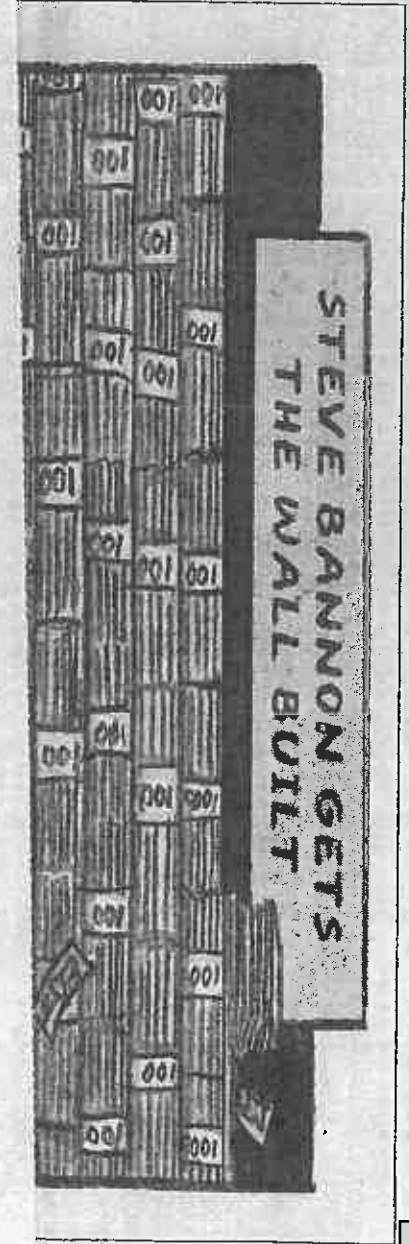
The City of Dalton Mayor and Council do hereby announce that the millage rate will be set at a meeting to be held at Dalton City Hall, 300 W. Waugh Street, Dalton, Georgia 30720, Monday, August 31, 2020 at 6:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32, do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

	2015	2016	2017	2018	2019	2020
Real & Personal	3,631,310,248	3,576,769,947	3,725,506,421	3,832,017,264	3,900,852,864	3,930,484,908
Motor Vehicles	102,988,225	79,317,550	60,723,375	49,378,400	41,732,450	39,074,850
Mobile Homes	309,608	337,158	329,980	363,023	347,653	398,478
Public Utilities	26,322,153	25,412,165	23,732,060	23,110,695	21,956,165	21,287,140
Timber-100%	0	0	0	0	0	0
Heavy Duty Equipment	15,255	0	0	0	0	91,953
Gross Digest	3,760,945,489	3,681,830,820	3,810,291,836	3,904,869,382	3,964,889,132	3,991,337,329
Less M&O Exempt	325,665,644	310,145,903	316,394,309	324,560,279	329,697,205	340,470,135
Net M&O Digest	3,435,279,845	3,371,690,917	3,493,897,527	3,580,309,103	3,635,191,927	3,650,867,194
Gross M&O Millage	4.118	4.122	3.930	3.968	4.042	3.968
Less Rollbacks	1.607	1.616	1.424	1.463	1.560	1.731
Net M&O Millage	2.511	2.511	2.506	2.505	2.482	2.237
Net Taxes Levied	\$ 8,625,988	\$ 8,449,457	\$ 8,755,707	\$ 8,968,674	\$ 9,022,546	\$ 8,166,990
Net Tax \$ Increase (Decrease)	\$(87,578)	\$(176,530)	\$ 306,250	\$ 212,967	\$ 53,872	\$(855,556)
Net Tax % Increase (Decrease)	(1.01)%	(2.05)%	3.624%	2.432%	0.601%	-9.482%

Source: Whitfield County Board of Tax Assessors

Digest amounts are stated at 100% of assessed valuation. The net levy represents the amount billed not amount collected. Exemptions include all City exemptions, as well as the elderly homestead exemptions as passed by City voters in 2004, HB1782 and HB1783, and Freeport Exemption. The 2020 totals are subject to revision due to property tax appeals. O.C.G.A. 48-5-311 requires temporary tax bills based on 85% of this year's assessed valuation or the taxpayer's return value whichever is greater.

422142-1



There are exceptions for not wearing a mask, such as for religious or health reasons. Those who break the law are first given a warning and allowed to comply before being issued a citation (The fine can't exceed \$50).

We applaud Kemp for coming around to allowing local control over containing the spread of COVID-19.

We were pleased to see Kemp issue a new order this past week which allows local governments in counties that have had at least 100 confirmed cases of COVID-19 per 100,000 residents to enact mandates that people wear masks while in public and indoors. While almost all of the counties in Georgia meet that standard, the governor's order lets businesses opt out of the requirement, meaning a mask ordinance can't apply to those businesses whose owners disagree with it.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-31-20

Agenda Item: Adoption of 2020 Millage Rate

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: (\$850,000)

Funding Source if Not in Budget Requires Budget Amendment

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

Adoption 2020 millage rate of 2.237 a 9.73% reduction from rollback rate (refer to PT32.1). Also, certification of City and Independent School Millage Rates (PT-38)



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-31-20

Agenda Item: Agreement with Bleakly Advisory Group to Perform Tax Allocation District Study

Department: Administration/JDA

Requested By: Jason Parker/Carl Campbell

Reviewed/Approved by City Attorney? Yes

Cost: \$21,000

Funding Source if Not in Budget General Fund

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

Bleakly Advisory Group will help the City of Dalton (City) assess the potential for expanding the number of Tax Allocation Districts (TADs) in the City in two areas, which are generally identified as the "North Bypass" and "Walnut Avenue".



BleaklyAdvisoryGroup

August 28, 2020

David E. Pennington, Mayor
City of Dalton
300 West Waugh Street
Dalton, GA 30720

Carl Campbell, Executive Director
Dalton-Whitfield County Joint Development Authority
100 South Hamilton Street
Dalton, GA 30720

REVISED PROPOSAL

Re: Tax Allocation District Redevelopment Planning Services; City of Dalton, Georgia

Dear Mayor Pennington:

Thank you and the Joint Development Authority (JDA) for reaching out to express interest in having our firm help the City of Dalton (City) to assess the potential for expanding the number of Tax Allocation Districts (TADs) in the City. As we understand the situation, the Mayor and City Council are interested in exploring two locations for new TADs, which are generally identified as the “North Bypass” and “Walnut Avenue” areas. We further understand that a TAD for the North Bypass is likely to include parcels that will first need to be annexed into the City of Dalton.

As you know, BAG studied the North Bypass during the process of preparing the City’s first redevelopment plan back in 2015 (“the 2015 Plan”). At the time, BAG suggested a TAD for the North Bypass that included roughly 100 parcels and 271 acres. We also evaluated a potential project identified as “Hammond Creek” within that proposed district. This TAD was included in early drafts of the 2015 plan but later removed before the final version was adopted by the City Council. However, the parcels considered for that TAD (all within the City limits at the time) remained part of the redevelopment area and the rationale for exercising redevelopment powers for that part of the city was addressed in the report. It would therefore be possible to create a TAD for the North Bypass by amending the 2015 Redevelopment Plan rather than drafting an entirely new document, saving significant effort and expense. The boundaries of the redevelopment area would need to be adjusted slightly to include any TAD parcels that may be annexed into the City. The specific parcels making up the new TAD could include those parcels that were originally proposed or be substantially altered to reflect changing conditions since 2015.

Walnut Avenue was not included in the redevelopment area for the 2015 redevelopment plan. Creating a TAD for this part of the City will therefore require drafting a new stand-alone plan for that area. Our



understanding of the City's objectives for Walnut Avenue suggest that the rationale for exercising redevelopment powers in this part of Dalton will also be significantly different than those identified in 2015. The geography of this redevelopment area and the specific parcels included within a possible TAD are likely to be narrowly defined.

The short-term purpose of our work for these two areas would therefore consist of the following steps. First, BAG will conduct a preliminary analysis of each area to (a) quantify financial investments and resulting public benefits that TADs may provide, (b) evaluate potential options and recommend optimal TAD boundaries to accommodate identified opportunities, and (c) outline the basis for a redevelopment strategy to justify the creation of a Walnut Avenue TAD (assuming that the North Bypass will be amended into the 2015 Plan).

If after these initial analyses the City Council decides to proceed in 2020 to create one or both TADs, we would be prepared to assist with all tasks required to draft/amend the redevelopment plans, present plan details to the City Council and at required public hearings, assist the City's legal counsel with drafting the respective adopting resolutions and work with the County Assessor to obtain certification of the respective Districts. Associated fees quoted in this proposal would be valid through December 31, 2020. Our cost proposal assumes that the two potential TADs would be analyzed simultaneously and that both will proceed to adoption on the same schedule. If the City should decide to drop further consideration of one of the TADs earlier in the process, we will adjust the balance of the scope of work and fee accordingly.

If requested, BAG can also support your office during implementation, such as assisting the City in negotiating consent agreements with the County and School District. These additional tasks would be undertaken only if/when authorized and would be billed on an hourly basis at the rates quoted in our fee proposal. Our proposed scope of services is explained in more detail below:

SCOPE OF SERVICES

Task 1: Preliminary Analysis of TAD Options

- a) **Identify Local Redevelopment Priorities.** We assume that City of Dalton CFO Cindy Jackson and the JDA's Carl Campbell will be our point of contact who will help us to identify, meet with, and obtain information from key local players in this process. Our first task will be to spend time in Dalton to meet with various public officials and private parties who have an interest in redevelopment. Our objective will be to gain a better understanding of the geography of the two areas being considered for TADs, potential private investments that may benefit from the availability of this incentive, the expected timing of those investments, and the possible boundaries of Tax Allocation Districts. We will also use this opportunity to finalize the early work schedule and obtain latest available GIS/tax parcel data from the County.
- b) **Evaluate Potential Redevelopment Areas and TAD Boundaries.** Based on the results of Task 1a, we will proceed to analyze the two study areas using GIS. The scope of preliminary study will address the following:



- Evaluate alternative boundaries for potential TAD(s) based on aggregations of tax parcels that capture identified redevelopment opportunities and needs, as well as future investments.
- Determine the current-year tax digest for potential TAD districts and the percentage of the City's total tax digest they represent.
- Review any existing plans for the study areas to determine the type of development, in terms of land use and density, that the City desires to encourage in the short- and long-term.
- Meet with any landowners, or proponents of projects that have already been identified by the JDA, to "model" the amount of TAD proceeds that could be leveraged from redevelopment projects.
- Estimate the future assessed value likely to be created by these early identified projects, as well as potential long-term projects not yet identified, to forecast the proposed TAD(s) capacity to leverage financial incentives for redevelopment.
- Evaluate the potential uses/needs for TAD funding to support redevelopment, which comply with Georgia's Redevelopment Powers Law.
- Determine the criteria under which the Walnut Avenue area could meet the statutory qualifications to be designated as redevelopment area in terms of demographic conditions, vacancy, disinvestment, inadequate infrastructure, and related criteria.

Task 1 Deliverable: We will summarize the financial analysis/forecast of potential redevelopment projects, their potential to generate TAD proceeds, proposed TAD boundaries, and redevelopment strategies for each area in a narrative PowerPoint-style report. We can meet with local officials to review these findings and refine boundaries based on local input. Our proposed budget assumes that we will attend up to two in-person or web meetings to present findings, at venues determined by the JDA. The first meeting(s) would be internal with JDA/City staff and/or property owners to explain findings and adjust forecasts as needed based on input with those parties. A second presentation would be made to the City Council in a Council meeting or workshop session to obtain input and authorization to proceed to drafting the necessary redevelopment plans/amendments.

If at the end of this phase the JDA decides not to proceed with on one or both TADs, no further work will be undertaken for the affected area(s). We will also provide a revised cost estimate for the balance of the assignment if the scope of services is different than described below. If the City Council is interested in considering adoption of the TADs, we will then proceed to Task 2 upon receiving the JDA's written authorization.

Task 2: Prepare Redevelopment Plan(s)

- a) **Finalize Redevelopment Strategy.** Once the City Council decides to pursue the establishment one or both TADs, we would proceed to refine the district(s) boundaries and financial projections. Our proposed (base) budget assumes that BAG will prepare a draft redevelopment



plan for Walnut Avenue and a proposed amendment to the 2015 plan that adds the North Bypass.

- b) **Prepare the TAD Redevelopment Plan document to implement the preferred strategy.** The central document required to create and operate a TAD is the redevelopment plan, as mandated by Georgia's Redevelopment Powers Law (O.C.G.A. 36-44-1). We will prepare a plan for the designated Walnut Avenue redevelopment area, which will be consistent with the requirements of Georgia's Redevelopment Powers Law. This redevelopment plan will draw extensively on the findings of Phase 1. The redevelopment plan will follow the same format used in dozens of adopted plans prepared by Bleakly Advisory Group, consisting of the following elements:

1. Executive Summary
2. Grounds for Exercising Redevelopment Powers
3. Summary of Site conditions
4. Plan Vision and Goal
5. Current Market Conditions
6. Proposed Redevelopment Projects
7. Contractual Relationships
8. Relocation Plans
9. Estimate School System Impacts
10. Zoning and Land Use Compatibility
11. Redevelopment Costs
12. Assessed Valuation for TAD
13. Historic Properties
14. Creation and Termination Dates for TAD
15. Tax Allocation Base
16. Property Taxes for Computing Tax Allocation
17. Term and Rate of Bond Issue
18. Property to be Pledged for Bonds
19. School Impact Analysis
20. Maps/Exhibits

Concurrently, BAG will draft appropriate amendments to the City's 2015 Redevelopment Plan to add the North Bypass as TAD #4. Many of these same items would be addressed/changed in the Plan Amendment.



The TAD Redevelopment Plan(s) will be prepared in draft form and submitted to appropriate City officials/staff for internal review. Upon receipt of comments, a final draft version will be prepared to submit to the City Council for action, with copies made available to the Whitfield County Commission and Dalton Board of Education for their consideration and comment. Our budget proposal assumes that all documents would be supplied electronically. Requests for hard copies will be supplied at cost.

- c) **Public Hearings/Meetings:** Establishment of a TAD(s) requires a minimum of one advertised public hearing and the passage of a formal resolution that both adopts the redevelopment plan and establishes the TAD as of December 31 of the same year the resolution is adopted. Our proposed budget assumes that we will present at a maximum two meetings in Dalton prior to the City Council vote, including the scheduled public hearing(s).
- d) **Assistance through Certification:** After the Redevelopment Plan(s) are adopted/amended and the TADs are created, the City must complete the process of obtaining certification of the TADs from the Georgia Commissioner of Revenue to set the base value of the districts. This process involves walking through the process with the County Assessor to obtain their certification that the stated values of all TAD parcels are correct as of December 31, 2020. We have been through this process with several communities and can provide instructions and form letters to assist the Board of Assessors and your office to ensure that the required steps are completed and the TADs are officially recognized and certified by the Department of Revenue in timely manner.

Task 3: Hourly Services (As Needed)

The following optional tasks may or may not be needed and the associated level of effort can also be highly variable based on local circumstances. The following is a menu of optional services BAG could provide to assist the JDA in implementing its TAD program. These services would be billed hourly, as needed, upon receiving prior authorization.

- a) **Present the Redevelopment Plan(s) to Whitfield County and School Board for consent.** Assuming it votes to pass a TAD resolution(s), the City Council would then request that the Whitfield County Commission and the City Schools' Board of Education (BOE) to consent and agree to contribute their respective property tax increments to the TAD(s). We will be available to assist as needed, in negotiating with the County and BOE to obtain their concurrence. Typically, that role includes some or all the following tasks:
 - Presenting the adopted Redevelopment Plan at County and School District meeting(s) for TAD consent, as well as assisting staff in one-on-one meetings with Board members and key staff.
 - Participating as needed in negotiating specific terms of intergovernmental agreements with each jurisdiction. Counties and school boards tend to either vote up or down on consent based on philosophical or political reasons; or consent only after negotiating an intergovernmental agreement (IGA) containing multiple conditions and deal points. Our role in this process can range from advising on the financial and market issues that may need analysis during the negotiation process, up to preparing initial agreement drafts for review by the City's legal



counsel. We will work closely with the JDA/City and its legal team to create the most practical structure for the future operation of the TAD(s) – to ensure that they can deliver the financial resources promised when created.

b) Provide Implementation Assistance

Although a prerequisite, creating a TAD obviously does not guarantee results. Some cities have the capacity to manage their redevelopment efforts internally, while others may require periodic assistance. We have assisted several municipal clients to successfully implement their redevelopment programs. We have also participated in negotiating terms of development agreements with private parties who are seeking TAD incentives for their projects. At times we have represented private sector clients in this process and at other times we have served as financial advisors to municipalities or counties. Implementation can involve multiple tasks and many services that we have successfully provided on behalf of our public and private sector clients. As these tasks inevitably arise, we will be available to assist Dalton and the JDA if/when needed.

PROPOSED SCHEDULE AND COST PROPOSAL

Based on the suggested work program outlined above, we have prepared the following estimate of timing and fees. We will invoice for the work completed either at the end of each task or monthly as work progresses. Invoices are due and payable upon submission. Signing this proposal will only obligate the City to complete Task 1. We will not begin any work on Task 2 without your prior written authorization to proceed.

TAD Analysis and Planning Tasks	Period of Performance	Fee
1. Analysis of TAD Options – Two (2) Study Areas	4 to 6 weeks	\$9,500
2. Prepare One (1) complete and One (1) Amended Redevelopment Plan	6 to 8 weeks	\$11,500
3. Assistance in Negotiating (as needed)	TBD	TBD
4. Implementation Assistance (as needed)	TBD	TBD
Tasks 1 & 2 TOTAL		\$21,000

The fee quote of \$9,500 for the Task 1 analysis and public process is a firm fixed fee, subject to adjustment only if the JDA requests changes to the proposed scope of services. We require a retainer payment of \$2,000 to begin work on Task 1.

If the City decides to authorize us move forward with both TADs, our fee for Task 2 would also be fixed for any work authorized prior to the end of December. Our expectation is that a quarter of that fee will be needed to amend the City's existing redevelopment plan to add the North Bypass. The bulk of the effort in this phase will be spent on Walnut Avenue.

If authorized, any additional (Task 3) costs will be invoiced hourly at a rate of \$190 per hour plus direct expenses. Based on prior experience dealing with dozens of counties and school districts in Georgia, working through the consent process can typically be accomplished with less than 40 hours of effort. If preferred, we can estimate an upset limit at that time and will not invoice beyond the quoted allowance without the City's authorization.



The terms and conditions that govern this assignment are detailed on the following page and are also an integral part of this proposal.

If this scope and terms are acceptable to you, please sign and return a copy of this engagement letter to us, along with the retainer, as authorization to proceed.

Let me know if you have any questions. We look forward to working with you.

Best Regards,

Geoff Koski
President



1447 Peachtree Street NE, Suite 610
Atlanta, GA 30309

Accepted by: _____

Title: _____

Date: ____/____/____



Terms and Conditions of the Agreement

Accuracy of Report: Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible and is believed to be reliable. This study is based on estimates, assumptions and other information developed by Bleakly Advisory Group (“BAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. This report will be based on information that is current as of the date of the report. BAG assumes no responsibility to update the information after the date of the report.

The report will contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our report and variations may be material. Therefore, nor warranty or representation is made by BAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: This report may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of BAG.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify BAG via letter and agree to pay for work completed by BAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment BAG’s maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/31/2020

Agenda Item: Resolution No. 20-16 Accepting Donation of Real Property and Dedication of Public Right of Way on New Doris Street

Department: Public Works

Requested By: Andrew 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:

The City Public Works Department is currently performing a street improvements project on New Doris Street within existing right of way limits. The street currently has a dead end where it terminates. The property owners on the south side of the dead end, Charles and Peggy Meyers, have offered to donate the City a small portion of their lot to facilitate construction of a partial cul-de-sac. Construction of a partial cul-de-sac would allow for larger vehicles like school buses, garbage trucks, and emergency vehicles to have a safe turnaround within the right of way.

The right of way to be donated to the City is 0.025 acres (1,093 square feet) in the northeast corner of the Meyers tract.

Upon adoption of the resolution and acceptance of right of way, City Public Works will construct the partial cul-de-sac as shown on the attached survey.

**CITY OF DALTON
RESOLUTION
Resolution No. 20-16**

**RESOLUTION ACCEPTING DONATION OF REAL PROPERTY
AND DEDICATION OF PUBLIC RIGHT-OF-WAY OF STREET KNOWN AS NEW
DORIS STREET FOR CONSTRUCTION OF CUL-DE-SAC BY THE OWNERS
CHARLES MEYERS AND PEGGY MEYERS**

WHEREAS, Georgia Code O.C.G.A. §36-37-2 authorizes the City of Dalton to accept donations of real property; and

WHEREAS, Charles Meyers and Peggy Meyers (Owner) has offered to donate to the City a parcel or tract of real property located within the city limits of the City of Dalton and to dedicate said real property as public right-of-way for the construction of a cul-del-sac; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to accept the donation of said real property and to dedicate said real property as public right-of-way; and

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

THAT THE CITY hereby accepts the donation by Charles Meyers and Peggy Meyers of the real property located within the City and more particularly described as follows:

All that tract or parcel of land lying in and being in Land Lot 255 of the 12th District, 3rd Section, Whitfield County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right of way line of Kate Street (30' ROW) and the south right of way line of New Doris Street (30' ROW), thence leaving said easterly right of way line of Kate Street and continuing along said south right of way line of New Doris Street 495.00 feet to a 1/2-inch open top pipe found; thence South 89 degrees 13 minutes 36 seconds East a distance of 129.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence continuing along said South right of way line of New Doris Street South 89 degrees 13 minutes 36 seconds East a distance of 69.72 feet to a point on the new proposed right of way line of New Doris Street; thence along said new South right of way line of New Doris Street the following courses and distances: along a curve to the right, said curve having a radius of 26.50 feet, with an arc distance of 67.43 feet, with a chord bearing of South 76 degrees 05 minutes 11 seconds West and a chord length of 50.66 feet to a point; along a curve to the left, said curve having a radius of 25.60 feet, with an arc distance of 25.40 feet, with a chord bearing of North 57 degrees 25 minutes 39 seconds West and a chord length of 24.37 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.025 Acres (1,093 square feet).

BE IT FURTHER RESOLVED, that the acceptance of the subject property is without conditions of its use and said property may be used by and on behalf of the City as permitted by applicable law.

BE IT FURTHER RESOLVED, that the street known as New Doris Street as described herein above are hereby dedicated as public right-of-way for public use and are hereby accepted as city streets of the City of Dalton for construction of a cul-de-sac.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton and the filing of the Dedication Of Public Right Of Way Deed with the Clerk of the Superior Court of Whitfield County by the Owner(s).

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

RESOLUTION

No. 20-16

Page 2 of 2

[Space above this line for recording data.]

Please Record and Return To:

G. Gargandi Vaughn
City Attorney
City of Dalton
Mitchell & Mitchell, P.C.
P. O. Box 668
Dalton, GA 30722-0668

DEDICATION OF PUBLIC RIGHT OF WAY

Georgia, Whitfield County

THIS INDENTURE made this ____ day of August, 2020, between **Charles Meyers and Peggy Meyers**, residents of Whitfield County, Georgia, Grantor, and the **City of Dalton**, Georgia, a municipal corporation of the State of Georgia Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described as follows:

All that tract or parcel of land lying in and being in Land Lot 255 of the 12th District, 3rd Section, Whitfield County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right of way line of Kate Street (30' ROW) and the south right of way line of New Doris Street (30' ROW), thence leaving said easterly right of way line of Kate Street and continuing along said south right of way line of New Doris Street 495.00 feet to a 1/2-inch open top pipe found; thence South 89 degrees 13 minutes 36 seconds East a distance of 129.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence continuing along said South right of way line of New Doris Street South 89 degrees 13 minutes 36 seconds East a distance of 69.72 feet to a point on the new proposed right of way line of New Doris Street; thence along said new South right of way line of New Doris Street the following courses and distances: along a curve to the right, said curve having a radius of 26.50 feet, with an arc distance of 67.43 feet, with a chord bearing of South 76 degrees 05 minutes 11 seconds West and a chord length of 50.66 feet to a point; along a curve to the left, said curve having a radius of 25.60 feet, with an arc distance of 25.40 feet, with a chord bearing of North 57 degrees 25 minutes 39 seconds West and a chord length of 24.37 feet to a point, said point being the TRUE POINT OF BEGINNING.

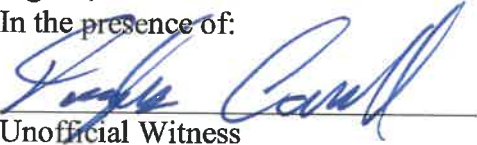
Said tract of land contains 0.025 Acres (1,093 square feet).

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever, in Fee simple. The said Grantor hereby dedicates Grantor’s interest in said roads to public use.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

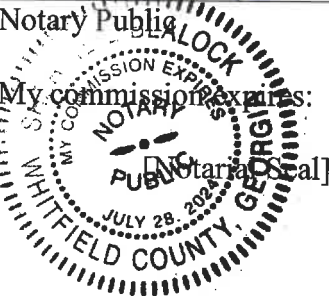
Signed, sealed and delivered
In the presence of:


Unofficial Witness

Charles Meyers

By: 
Signature


Notary Public



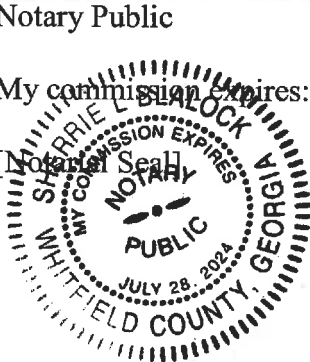
Signed, sealed and delivered
In the presence of:

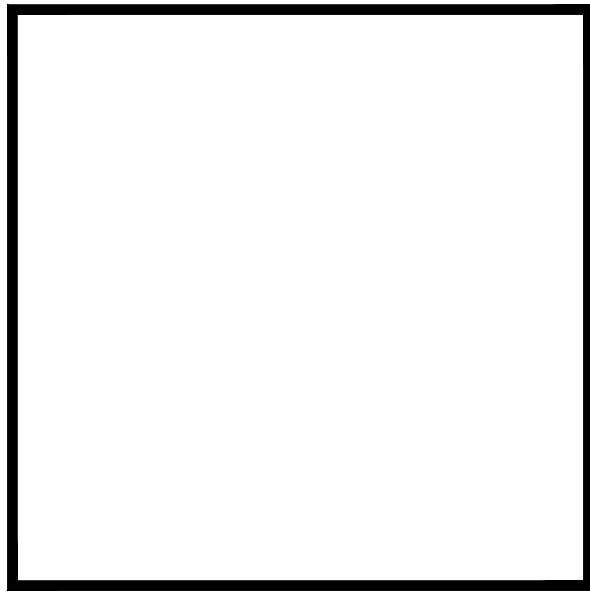

Unofficial Witness

Peggy Meyers

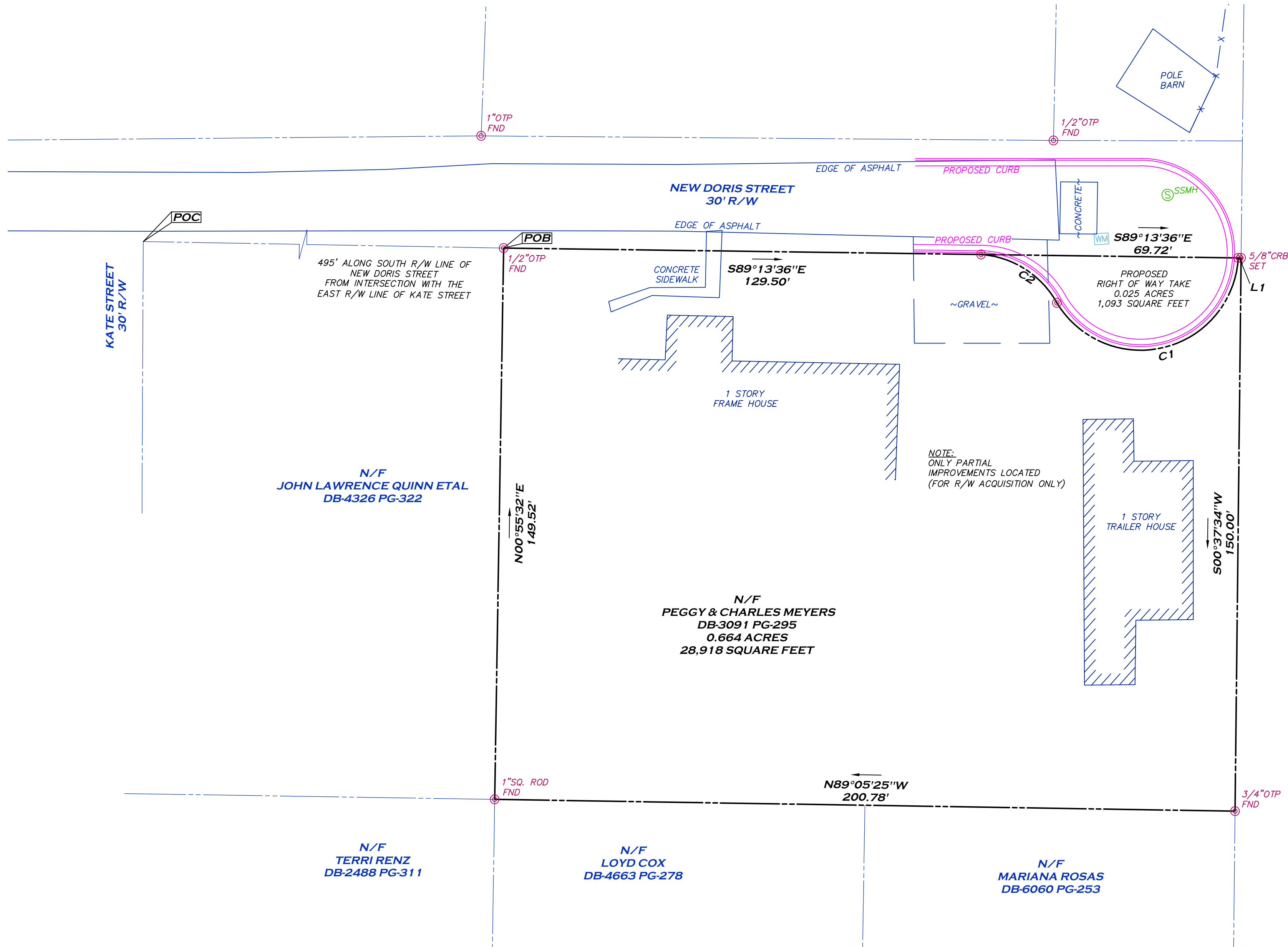
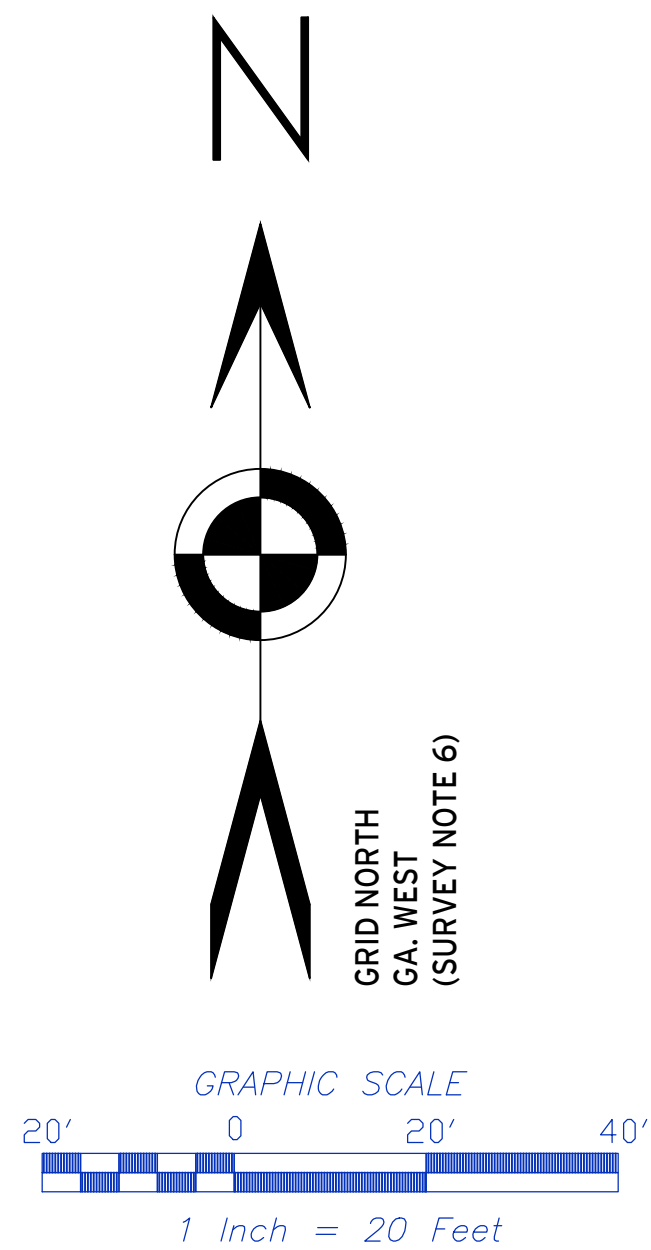
By: 
Signature


Notary Public





FOR OFFICIAL USE ONLY



N/F
EVA LEA PILCHER
DB-5013 PG-329

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED JULY 23, 2020.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1' IN 51,492' WITH AN ANGULAR ERROR OF 3.5 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A SOKKIA SX TOTAL STATION, SOKKIA GRX2 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1' IN 181793.6'.
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13313C0139D, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 19, 2007 FOR COMMUNITY NUMBER 130194, IN THE CITY OF DALTON, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A SOKKIA GRX2 RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .05 FEET HORIZONTAL AND .07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESITES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

SURVEY REFERENCES

- 1) PLAT FOR: TESTING SERVICES, INC.
PREPARED BY: BAKKUM-DELOACH & ASSOC.
DATED: APRIL 3, 1998
- 2) FIFTH AVENUE SUBDIVISION PLAT.
PREPARED BY R.E. SMITH
RECORDED IN PLAT BOOK 2, PAGE 50, WITFIELD COUNTY RECORDS.
- 3) PLAT FOR: KEVIN BRUNSON AND TIM BRUNSON
PREPARED BY: BAKKUM-DELOACH & ASSOC.
DATED: DECEMBER 1, 2003

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°13'36\"E	0.78'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	26.50'	67.43'	50.66'	S76°05'11\"W
C2	25.60'	25.40'	24.37'	N57°25'39\"W

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Mitchell Lowery



LEGEND	
— OHE —	PROPERTY LINE
— X — X —	OVERHEAD UTILITY LINE
— RB —	FENCE LINE
— CRB —	REBAR
— OTP —	CAPPED REBAR
— FND —	OPEN TOP PIPE
—	FOUND
—	POWER POLE

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-00102

PREPARED FOR:
THE CITY OF DALTON

RIGHT OF WAY TAKE SURVEY OF:
1220 NEW DORIS STREET
DALTON, GA. 30721

COUNTY: WITFIELD

STATE: GEORGIA

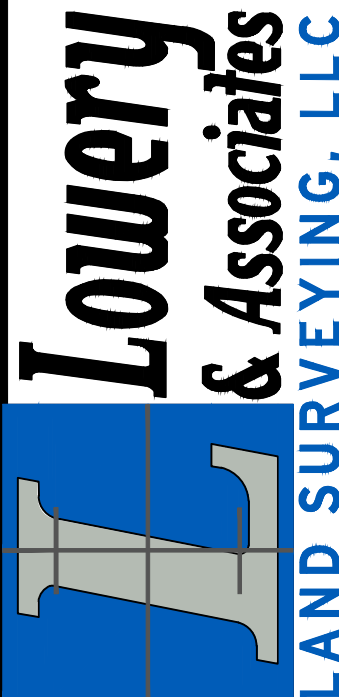
LAND LOT: 255

DISTRICT: 12

SECTION: 3

REVISIONS

DATE: DESCRIPTION:



DATE: AUGUST 20, 2020
JOB #: 192786
SCALE: 1\"/>



DALTON-WHITFIELD ZONING

August 26, 2020

To Whom It May Concern:

This letter is provided at the request of the Dalton Public Works Director regarding the right-of-way taking of property at the east terminus of New Doris Street. Specifically, the 1,093 square feet of right-of-way taking of Tax Parcel 12-255-03-036 will have no effect on the M-2, Heavy Manufacturing zoning of the parcel. Additionally, the property will be allowed to continue as a legal non-conforming use with respect to building setbacks for the existing structures.

If there are any further questions regarding this matter, please feel free to contact me at jgarland@whitfieldcountyga.com or (706) 876-2533.

Sincerely,

A handwritten signature in black ink, appearing to read "Jean Price-Garland".

Jean Price-Garland
Dalton-Whitfield Zoning Administrator
706-876-2533
jgarland@whitfieldcountyga.com



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/31/2020

Agenda Item: First Reading - Ordinance To Amend Section 94-77 of Article II "Collection" of Chapter 94 "Solid Waste" of the Revised Code of Ordinances

Department: Public Works

Requested By: Andrew 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:

This ordinance revises section 94-77 of the recently adopted Ordinance 20-10 pertaining to curbside garbage, recycling, yard trimming, and refuse collection.

The revisions include clarifying the fee for specific ordinance violations including placement of prohibited items curbside for refuse collection (i.e. cardboard, packing materials, loose items, tires, etc.) and for failure to call ahead or use app to schedule refuse service in advance.

Additionally, a fee was added for commercial entities violating section 94-28(b)(11) pertaining to placing non-routine yard trimmings curbside for City pickup.

A fee was also added for mixing yard trimmings with refuse items and placing them curbside for City pickup.

CITY OF DALTON
ORDINANCE
Ordinance No. 20-__

An Ordinance Of The City Of Dalton To Amend Section 94-77 of Article II “Collection” Of Chapter 94 “Solid Waste” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton; To Provide For A System Of Fees And Fines For The Violation Of Said Chapter; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, the Article II “Collection” of Chapter 94 “Solid Waste” 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 Section 94-78 of Article II “Collection” of Chapter 94 “Solid Waste” to provide clarity and the orderly collection of garbage, refuse, recyclable materials and yard trimmings;

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 94-77 of Article II “Collection” of Chapter 94 “Solid Waste” is hereby amended to read as follows:

Sec. 94-77. - *General violations.* The civil excess service fees for the following violations shall apply to all residences, businesses, and institutions within City of Dalton:

- (1) Placing recyclable material in a City provided garbage container or curbside for collection or disposal = \$10.00 per 20 gallon bag of material
- (2) Placing cardboard or packing material curbside for collection or disposal as part of refuse collection= \$25.00
- (3) Placing loose debris not contained in an all-weather container curbside for collection or disposal = \$25.00
- (4) Placing prohibited items other than dangerous items in a trash container or curbside for collection or disposal = \$50.00
- (5) Placing a dangerous (toxic, caustic, contagious, explosive or otherwise hazardous) item in a trash container or curbside for collection or disposal = \$1,000.00
- (6) Placing refuse curbside without prior authorization = \$25.00
- (7) Placing excessive garbage in the container that prevents the lid from closing, garbage that is piled on top of the container, garbage that is unbagged, or garbage that is placed outside of the container = \$10.00 per 20 gallon

- bag
- (8) Placing more than four (4) cubic yards of yard trimmings out for collection = \$30.00 for each additional cubic yard of yard trimmings
 - (9) Placing more than two (2) cubic yards of refuse out for collection = \$30.00 for each additional cubic yard of refuse
 - (10) Placing garbage, recyclable materials, yard trimmings, or refuse on the property of another or in the waste container of another without permission = \$25.00
 - (11) Failure to remove solid waste and personal property of tenant or lessee within 24 hours of eviction = \$250.00 per truck load
 - (12) Placing construction debris, demolition debris, or roofing material out for collection = \$25.00 for less than one cubic yard of said debris or material and \$50.00 per cubic yard of said debris or material for each cubic yard over one
 - (13) Dumping garbage, yard trimmings, refuse, or junk on vacant lots or public roadway = \$250.00
 - (14) Overloading a dumpster = \$50.00
 - (15) Placing garbage, yard trimmings, refuse, or a dumpster in an unauthorized area = \$50.00
 - (16) Placing solid waste and personal property from a major cleanup or move out of a residence curbside for collection or disposal = \$250.00
 - (17) Placing tires curbside for collection or disposal = \$50.00 for up to four tires and \$25.00 for each additional tire over four
 - (18) Placing yard trimmings mixed with refuse items for collection or disposal = \$30.00 per cubic yard
 - (19) Placing yard trimmings generated by commercial activity in violation of Section 94-28(b)(11) out for collection or disposal = \$250.00
 - (20) Placing yard trimmings in violation of Section 94-28(b)(6) out for collection or disposal = \$30.00 per cubic yard

-3-

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.

-4-

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

-5-

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: 8/31/2020

Agenda Item: DFD Station Five Roof

Department: Fire Department

Requested By: Chief Todd Pangle

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

Cost: \$31,525

**Funding Source if Not
in Budget** Capital

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

This contract is for replacing the shingle roof at Station Five located on Cross Plains Trail. The roof sustained damage due to a hail storm approximately four years ago, and we have been replacing damaged shingles since then. The last time we had the roof repaired we were told by the contractor that there were multiple shingles coming loose and the roof was in need of replacing. This was an approved project for our 2020 capital.

Attachment A – Contract

CITY OF DALTON FIRE DEPARTMENT

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this ____ day of _____, 20____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Ideal, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1290 Cross Plains Trail upon which the Fire Department operates a fire station; and

WHEREAS, CITY desires to Re-roof the station located on 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 1290 Cross Plains Trail Dalton, GA 30721, 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: 4

Time of day: 7:30AM – 7:00PM

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 Shingle Roof Replacement, Station Five (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 September 1, 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 September 4, 2020.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$31,525 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 \$250 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;

11. 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;

12. 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.

13. 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: Ideal Exterior Solutions
2400 Old Milton Pkwy #714
Alpharetta, GA 3009

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

(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:
IDEAL EXTERIOR SOLUTIONS, LLC
By: STEVEN CHERRY
Title: PRESIDENT

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____

CLERK

CITY