



**MAYOR AND COUNCIL MEETING  
TUESDAY, JANUARY 2, 2018  
6:00 P.M.  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION - 5:30 P.M. - COUNCIL CHAMBER**

1. Review of Agenda
2. Discussion of TAD Committee Recommendation to Proceed with Hull Property Group Dalton Mall Project.

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

1. Call to Order
2. Pledge of Allegiance
3. Oath of Office:  
Alderman Ward 2 - Annalee Harlan  
Alderman Ward 4 - Gary Crews
4. Approval of Agenda
5. Public Commentary: *(Please state Name and Address for the Record)*
6. Minutes: Work Session and Regular Meeting Minutes of December 18, 2017
7. Unfinished Business:
  - A. Ordinance - Second Reading:  
Ordinance 17-12  
To Amend the 2001 Revised Code of The City of Dalton, Georgia; By Amending Chapter 96 Captioned: "Stormwater Management"; By Striking, Deleting And Repealing Section 96-12 Captioned: "Requirements For Stormwater Management Plan" In Its Entirety And Substituting In Lieu Thereof A New Section 96-12 Captioned: "Requirements For Stormwater Management Plan"; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

**-CONTINUED-**

8. New Business:
  - A. Agreement with DBT Transportation Services for Aviation Support and Maintenance Services of AWOS at Dalton Municipal Airport.
  - B. Easement Agreement between Thornton Storage, LLC and City of Dalton.
  - C. Quit Claim Deed between City of Dalton and Thornton Storage, LLC.
  - D. Dalton-Whitfield Planning Commission Recommendation:  
Request of Juan Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 308 S. Fredrick Street (Parcel 12-218-18-008).
  - E. Resolution 17-20  
A Resolution Of The Mayor And Council Of The City Of Dalton, Georgia To Approve The Bond Resolution Of The City Of Dalton Building Authority Authorizing The Issuance Of The City Of Dalton Building Authority Revenues Bonds (Dalton Public School System Project), Series 2018 In The Principal Amount Of Not To Exceed\$14,300,000; To Authorize The Execution Of A Contract Between The City And The Authority; To Authorize The Mayor And Other Officers And Officials Of The City To Take Such Further Actions As Are Necessary To Provide For The Issuance And Delivery Of The Revenue Bonds Described Herein; And For Other Purposes.
  - F. Appointments:
    - Mayoral Appointments
    - Miscellaneous Mayoral Appointments
    - Boards and Authorities Appointments
  - G. Appointment of City Administrator
9. Supplemental Business
10. Announcements:  
City Government Offices will be closed Monday, January 15, 2018 in observance of the Martin Luther King, Jr. holiday. The next Mayor and Council Meeting will be held on Tuesday, January 16, 2018.
11. Adjournment

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
DECEMBER 18, 2017

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Alderman Denise Wood, Aldermen Tyree Goodlett, Tate O'Gwin and Gary Crews and City Attorney James Bisson and several department heads.

The Mayor and Council reviewed and was briefed on each of the items of the agenda.

APPROVAL OF AGENDA

After a brief discussion, the Mayor and Council decided to amend the agenda and amend -Ordinance 17-09 to add micro distilleries and brewers and several other changes. See Update Ordinance 17-09. Also the Mayor and Council decided to amend the agenda and add B1 to the agenda for a Change Request from the Astro Company.

ORDINANCES - SECOND READING

Ordinance 17-09 was amended as follows:

Sec. 6-18. Hours and sale of alcoholic beverages for consumption on the premises. Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments which derive at least 50 percent of their annual gross income from the sale of food, establishments that rent rooms for overnight lodging micro-breweries and micro-distilleries may sell alcoholic beverages for consumption on the premises on Sunday from 12:30 p.m. to 12:00 Midnight. Provided, however, if New Year's Day, January 1, of any year falls on a Monday, then such establishments may sell or serve alcoholic beverages by the drink between the hours of 12:01 a.m. and 2:00 a.m. on New Year's Day.

Ordinance 17-10

Public Works Director Benny Dunn stated that Ordinance 17-10 is to have the City Ordinance in compliance with the State. Ordinance 17-10 is to Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton Captioned "Environment" Amending Section 50-207 Captioned "Definitions" By Striking The Definition of "Final Stabilization" In Its Entirety And Substituting In Lieu Thereof A New Definition of "Final Stabilization"; To Provide For Severability; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; And For Other Purposes.

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Agreement for Application Hosting and Technology Support Services, Amendment No. 2, with ESO Firehouse, LLC for Dalton Fire Department.

Fire Chief Todd Pangle stated that this Application is for mobile software update that will connect to the current records management software system and it is a budgeted item.

Barge Waggoner Sumner and Cannon, Inc., Additional Services Addendum Numbers 4, 5 and 6 for Haig Mill Lake Project.

The Mayor and Council reviewed the Addendums.

Astra Company

The Mayor added B-1 to the agenda which is a change request from Astra Company to install (2) 6 inch water meters.

Resolution 17-19 - FY2018 Budget

To Adopt The 2018 Budget For Each Fund Of The City Of Dalton, Georgia, Appropriating The Amounts Shown In The Following Schedules For Selected Funds; Adopting The Items Of Anticipated Revenue Sources; Affirming That Expenditures In Each Fund May Not Exceed Appropriations; And Prohibiting Expenditures From Exceeding Anticipated Funding Sources.

Alderman Wood stated that this budget is a still work in progress and that there still may be more opportunities to make some cuts or find some efficiencies in savings when a new city administrator is hired.

The Mayor and Council thanked CFO Cindy Jackson for her hard work in putting the budget together.

Ordinance - First Reading

Ordinance 17-12

Public Works Director Benny Dunn stated that this ordinance is to correct a typographical error where it states that insurance requirements would be 100 million dollars in insurance instead of 1 million.

Announcements

City Government Offices will be closed Monday, December 25, 2017 and Tuesday, December 26, 2017 for the Christmas holidays and Monday, January 1, 2018 for New Year's Day. The next Mayor and Council Meeting will be held on Tuesday, January 2, 2018.

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ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:39 p.m.

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Bernadette Chattam  
City Clerk

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Dennis Mock, Mayor

Recorded

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER 18, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tate O’Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman O’Gwin, second Alderman Wood, the Mayor and Council approved and amended the agenda to include (1) Amended Ordinance 17-09

Sec. 6-18. Hours and sale of alcoholic beverages for consumption on the premises.

Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments which derive at least 50 percent of their annual gross income from the sale of food, establishments that rent rooms for overnight lodging micro-breweries and micro-distilleries may sell alcoholic beverages for consumption on the premises on Sunday from 12:30 p.m. to 12:00 Midnight. Provided, however, if New Year's Day, January 1, of any year falls on a Monday, then such establishments may sell or serve alcoholic beverages by the drink between the hours of 12:01 a.m. and 2:00 a.m. on New Year's Day.

And (2) Item B(1) of the agenda - to Add Change Order Request to the Astro Company to add the Insulation of (2) 6 inch water meters.

The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of December 4, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCES - SECOND READING

ORDINANCE 17-09

On the motion of Alderman O’Gwin, second Alderman Crews, the Mayor and Council amended and adopted Ordinance 17-09 to include the following:

Sec. 6-18. Hours and sale of alcoholic beverages for consumption on the premises.

Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments which derive at least 50 percent of

ORDINANCES - SECOND READING

Continued

ORDINANCE 17-09

their annual gross income from the sale of food, establishments that rent rooms for overnight lodging micro-breweries and micro-distilleries may sell alcoholic beverages for consumption on the premises on Sunday from 12:30 p.m. to 12:00 Midnight. Provided, however, if New Year's Day, January 1, of any year falls on a Monday, then such establishments may sell or serve alcoholic beverages by the drink between the hours of 12:01 a.m. and 2:00 a.m. on New Year's Day.

The vote was unanimous in favor.

ORDINANCE 17-10

On the motion of Alderman Goodlett, second Alderman Wood, the Mayor and Council adopted Ordinance 17-10 To Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton Captioned "Environment" Amending Section 50-207 Captioned "Definitions" By Striking The Definition of "Final Stabilization" In Its Entirety And Substituting In Lieu Thereof A New Definition of "Final Stabilization"; To Provide For Severability; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; And For Other Purposes. The vote was unanimous in favor.

ESO FIREHOUSE, LLC FOR DALTON FIRE DEPARTMENT - AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES

The Mayor and Council reviewed the Agreement for Application Hosting and Technology Support Services, Amendment No. 2, with ESO Firehouse, LLC for Dalton Fire Department for mobile software update that will connect to the current records management software system. On the motion of Alderman Wood, second Alderman Goodlett, the Application was approved. The vote was unanimous in favor.

BARGE WAGGONER SUMNER AND CANNON, INC. ADDITIONAL SERVICES - HAIG MILL LAKE PROJECT

The Mayor and Council reviewed Barge Waggoner Sumner and Cannon, Inc., Additional Services Addendum Numbers 4, 5 and 6 for Haig Mill Lake Project. On the motion of Alderman O'Gwin, second Alderman Goodlett, the Mayor and Council approved the Addendums and Item B(1) (added to the agenda) - Adding Change Order Request to the Astro Company to add the Insulation of (2) 6 inch water meters. The motion was unanimous in favor.

RESOLUTION 17-19

On the motion of Alderman O'Gwin, second Alderman Goodlett, the Mayor and Council Adopted Resolution 17-19 the 2018 Budget For Each Fund Of The City Of Dalton, Georgia, Appropriating The Amounts Shown In The Following Schedules For Selected Funds; Adopting The Items Of Anticipated Revenue Sources; Affirming That Expenditures In Each Fund May Not Exceed Appropriations; And Prohibiting Expenditures From Exceeding Anticipated Funding Sources. The vote was unanimous in favor.

Alderman Wood stated this budget is a work in progress.

ORDINANCE - FIRST READING

ORDINANCE 17-12

The Mayor and Council held a first reading of Ordinance 17-12 to Amend the 2001 Revised Code of The City of Dalton, Georgia; By Amending Chapter 96 Captioned: "Stormwater Management"; By Striking, Deleting And Repealing Section 96-12 Captioned: "Requirements For Stormwater Management Plan" In Its Entirety And Substituting In Lieu Thereof A New Section 96-12 Captioned: "Requirements For Stormwater Management Plan"; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

ANNOUNCEMENTS

(1) Alderman Crews commended Alderman O’Gwin’s tenure as Alderman Ward 2 and thanked him for his service from 2014-2017. Alderman O’Gwin did not seek re-election and his term ends 12-31-2017.

(2) Mayor Mock stated City Government Offices will be closed Monday, December 25, 2017 and Tuesday, December 26, 2017 for the Christmas holidays and Monday, January 1, 2018 for New Year's Day. The next Mayor and Council Meeting will be held on Tuesday, January 2, 2018.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:11 p.m.

Mayor and Council

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

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

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

## ORDINANCE 17-12

To Amend the 2001 Revised Code of The City of Dalton, Georgia; By Amending Chapter 96 Captioned: "Stormwater Management"; By Striking, Deleting And Repealing Section 96-12 Captioned: "Requirements For Stormwater Management Plan" In Its Entirety And Substituting In Lieu Thereof A New Section 96-12 Captioned: "Requirements For Stormwater Management Plan"; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

### Section 1:

Amend 2001 Revised Code of the City of Dalton, Georgia, by amending Chapter 96 captioned: "Stormwater Management"; by striking, deleting and repealing Section 96-12 captioned: "Requirements for stormwater management plan" in its entirety and substituting in lieu thereof a new Section 96-12 captioned: "Requirements for stormwater management plan" which shall read as follows:

#### **Sec. 96-12. Requirements for Stormwater Management Plan.**

All stormwater management plans submitted to the Engineer shall be submitted in accordance with the provisions as outlined in this Article and the LDM.

- (1) The Stormwater Management Plan shall be prepared under the supervision of, and certified by, a professional engineer, professional land surveyor, or registered landscape architect with competency in hydrology and hydraulics, currently registered in the State of Georgia and who shall maintain at all times in full force and effect Errors and Omissions Liability Insurance Coverage in an amount of not less than \$1,000,000 per occurrence. The plan shall conform to the requirements of this Article.
- (2) Upon receipt of the Stormwater Management Plan, The Engineer shall perform appropriate reviews, and shall either approve the Stormwater Management Plan or return comments and reasons for rejection.

### Section 2:

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

### Section 3:

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

**Section 4:**

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

**SO ORDAINED** this \_\_\_\_\_ day of January, 2018.

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

ATTEST:

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

\_\_\_\_\_  
MAYOR

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 \_\_\_\_\_.

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



**AVIATION SUPPORT AND MAINTENANCE SERVICES  
Order and Pricing Schedule**

<b>DBT Transportation Services</b> <b>2655 Crescent Drive, Ste A-1</b> <b>Lafayette, Colorado 80026</b>  Email: CS@DBTtranServ.com	<b>Customer:</b> Dalton Municipal Airport (DNN) Attn: Justin Morrow, Manager 4483 Airport Road, PO Box 1205 Dalton, GA 30721  Email: jmorrow@cityofdalton-ga.gov
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Transportation Services and Maintenance** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is January 1st, 20 18.

The Term of this Agreement shall be for a period of 2 year(s) from the Effective Date.

<b>Services</b> (check as applicable)	<b>Parts Excluded</b>
<input type="checkbox"/> Periodic/Pre-Season Maintenance	
<input type="checkbox"/> Equipment Restoration	
<input checked="" type="checkbox"/> Data Service – NADIN Service	

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS	
<input type="checkbox"/> DME		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

<b>Fees</b>		Contract Total: \$ 2,000.00
Annual Fee	\$ 1,000.00	Invoiced Annually.
Unplanned Outage Fee	\$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

**Statement of Work and Additional Terms**

Attachment 1: Terms and Conditions  
Attachment 2: Statement of Work - Data Services

**Invoice Contact (Accts. Payable):**

Name: City of Dalton - Kim Witherow

Address: PO Box 1205  
Dalton, GA 30720

Phone: 706-259-2200

Email: KWitherow@cityofdalton-ga.gov

**Airport Manager/Authority:**

Name: Justin Morrow

Address: 4483 Airport Road, PO Box 1205  
Dalton, GA 30721

Phone: 706-259-2200 (Ofc); 706-618-4384 (Cell)

Email: jmorrow@cityofdalton-ga.gov

Invoice Instructions: jmorrow@cityofdalton-ga.gov; KWitherow@cityofdalton-ga.gov

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Accepted and agreed to by the duly authorized signatories below.

DBT Transportation Services

By: Michael Trosclair

Title: Sales Manager

Date: 12/19/2017

Dalton Municipal Airport (DNN)

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

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

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



**Attachment 1**  
**DBT Transportation Services LLC**  
**Agreement for Aviation Support and Maintenance Services Terms and Conditions**

**1. PURPOSE/SERVICES:**

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

**2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:**

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to DBT under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4<sup>th</sup> (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested



Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

### **3. TERM:**

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

### **4. TERMINATION/OBLIGATIONS UPON TERMINATION:**

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

### **5. WARRANTIES:**

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY



OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

## **6. LIMITATION OF LIABILITY / INDEMNIFICATION:**

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless DBT, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that DBT shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where DBT, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. DBT agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.



6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

## **7. FORCE MAJEURE**

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

## **8. ASSIGNMENT**

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

## **9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

#### 10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of Colorado, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.



## Data Service Statement of Work

AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System (“AWOS”) data to the Federal Aviation Administration’s (FAA) Weather Message Switching Center Replacement (“WMSCR”) System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## EASEMENT AGREEMENT

Georgia, Fulton County

**This Easement Agreement**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Thornton Storage, LLC**, a Georgia limited liability company, as “Grantor,” and the **City Of Dalton**, Georgia, a municipal corporation, of the State of Georgia, as “Grantee.”

The words “Grantee” and “Grantor” whenever used herein shall include all corporations and any other persons or entities, and all the respective, 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.

**WHEREAS**, Grantor is the fee owner of certain real estate situated in the City of Dalton, Whitfield County, Georgia, which real estate is legally described on **Exhibit “A”** attached hereto and incorporated herein by reference, hereinafter referred to as the “Premises”; and

**WHEREAS**, the Premises includes a portion thereof upon which certain storm sewer lines and related pipes and culverts encroach, which lines, pipes, and culverts are owned and maintained by Grantee for the benefit of the public, referred to hereinafter collectively as the “Storm Sewer Lines”; and

**WHEREAS**, the Premises includes a portion thereof upon which certain sanitary sewer lines and related pipes and manholes encroach, which lines, pipes, and manholes are owned and maintained by Grantee for the benefit of the public, referred to hereinafter collectively as the “Sanitary Sewer Lines”; and

**WHEREAS**, the Premises includes a portion thereof upon which certain overhead power lines and poles encroach, which lines and poles are owned and maintained by Grantee for the benefit of the public, referred to hereinafter collectively as the "Overhead Power Lines" (the Storm Sewer Lines, the Sanitary Sewer Lines, and the Overhead Power Lines hereinafter collectively referred to as the "Public Utilities"); and

**WHEREAS**, there are no easements of record (or otherwise) which give Grantee the right to own, maintain, repair, or operate the Public Utilities upon the Premises; and

**WHEREAS**, the parties hereto have determined that it is in their mutual best interest for Grantor to grant and Grantee to accept easements for the Public Utilities in and along certain portions of the Premises as hereinafter described and for the purposes and upon the terms and conditions hereinafter provided;

**NOW, THEREFORE**, incorporating the foregoing recitals and making them a part hereof, and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Storm Sewer Easement.** Grantor, and for and on behalf of its successors and assigns, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through that certain portion of the Premises (the "Storm Sewer Premises") shown as the "Drainage Easement" on that certain Survey prepared by Massey Surveying Incorporated dated November 7, 2017, and recorded simultaneously with this Agreement in the deed or plat records of Whitfield County, Georgia (the "Survey"). The rights, benefits, privileges, and easement granted herein (the "Storm Sewer Easement") is for the purpose of the non-exclusive use and enjoyment of the Storm Sewer Premises to channel, distribute or transport storm water along and in the Storm Sewer Lines and to maintain, repair and replace such lines as necessary for the efficient operation thereof. The Storm Sewer Premises being fifteen (15) feet wide in total, seven and one-half feet on each side of the existing center pipe.
2. **Sanitary Sewer Easement.** Grantor, and for and on behalf of its successors and assigns, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through that certain portion of the Premises (the "Sanitary Sewer Premises") shown as the "Sanitary Sewer Easement" on the Survey attached. The rights, benefits, privileges, and easement granted herein (the "Sanitary Sewer Easement") is for the purpose of the non-exclusive use and enjoyment of the Sanitary Sewer Premises for transporting water and waste water on, under, and over and through the Sanitary Sewer Lines and to maintain, repair and replace such lines as necessary for the efficient operation thereof. The Sanitary Sewer Premises being ten (10) feet wide in total, measured from and parallel to the railroad right-of-way which is a portion of the northeastern boundary line of the Premises.

3. **Overhead Power Line Easement.** Grantor, and for and on behalf of its successors and assigns, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through that certain portion of the Premises (the "Overhead Power Line Premises") shown as the "Overhead Power Line Easement" on the Survey. The rights, benefits, privileges, and easement granted herein (the "Overhead Power Line Easement") is for the purpose of the non-exclusive use and enjoyment on, under, over and through the Overhead Power Line Premises for installation, operation, repair, and maintenance of the Overhead Power Lines. The Overhead Power Line Premises being fifteen (15) feet in total, seven and one-half feet on each side of the existing power line.
4. **Access Easement.** Hereinafter, the terms Storm Sewer Premises, Sanitary Sewer Premises, and Overhead Power Line Premises are collectively referred to as the "Easement Premises." Grantor, and for and on behalf of its successors and assigns, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through that portion of the Premises immediately adjoining the Easement Premises for purposes of repair and maintenance of the Public Utilities. Any such work shall be done in an expeditious manner with as little disruption to the surrounding Premises as is practicable under the circumstances.
5. **Maintenance.** Grantee acknowledges and agrees that Grantee owns and shall maintain the Public Utilities.
6. **Use and Enjoyment.** Grantor hereby reserves the right to use the Easement Premises in any manner that will not prevent or unreasonably interfere with the exercise by Grantee of the easements granted by this Agreement. Further, Grantor shall have the right to grant other non-exclusive easements upon, over, along, through and across the Easement Premises so long as such other easements (i) shall be subject and subordinate to the easements granted in this Agreement, and (ii) do not, by their terms, nature or location interfere unreasonably with the rights granted under this Agreement.
7. **Run with the Land.** All rights, title and privileges granted under this Agreement, including all benefits and burdens, shall run with the Premises and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.
8. **Counterparts.** This Agreement may be executed in counterparts and each counterpart may be affixed to another to form one completely executed document.

[SIGNATURES SET FORTH ON FOLLOWING PAGES]

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

Signed, sealed and delivered  
In the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public

My commission expires

11-5-2021

[Notarial Seal]



Thornton Storage, LLC

By: Chantaybar Thornton, LLC, its  
Manager

By: *[Signature]* [Seal]  
Barden R. "Bo" Brown, Jr. Manager

**[CONTINUATION OF SIGNATURE PAGES TO EASEMENT AGREEMENT BETWEEN THORNTON STORAGE, LLC AND CITY OF DALTON, GEORGIA]**

**Signed, sealed and delivered  
In the presence of:**

**City Of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

**My commission expires:**

**[Seal]**

**[Notarial Seal]**

**EXHIBIT "A"**

All that tract or parcel or land lying and being in Land Lot No. 200 of the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Thornton Storage, LLC by H. Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated November 7, 2017, and, recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

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Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## QUIT CLAIM DEED

Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Thornton Storage, LLC**, a Georgia limited liability company, 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 one dollar and other valuable considerations, in hand paid at and 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, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

**THIS DEED** is executed and delivered for the purpose of establishing the correct right of way width for North Thornton Avenue as the same abuts the within described property and only for the purpose of releasing any interest in the above described property owned by Grantor resulting from references in the past to a wider road foot right of way for North Thornton Avenue.

**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 so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**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:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

[Seal]

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## **EXHIBIT "A"**

All that tract or parcel or land lying and being in Land Lot No. 200 of the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Thornton Storage, LLC by H. Gregory Massey, Georgia Registered Land Surveyor No, 2760, dated November 7, 2017, and, recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jim Bisson  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** November 29, 2017

**SUBJECT: The request of Juan Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 308 S. Fredrick Street (parcel 12-218-18-008) (Dalton)**

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on November 27, 2017 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petitioner was absent.

**Public Hearing Summary:**

Mr. Calhoun and Ms. Crawley notified the Planning Commission that the petitioner had been notified of the public hearing, but the petitioner, or a representative, did not arrive for the public hearing. Mr. Calhoun then stated that the procedure allows for the petitioner to be absent once for a public hearing and that said public hearing may be moved forward one month. Mr. Smalley confirmed the procedure to postpone the hearing for one month and added that the failure of the petitioner to attend the second month would result in a negative recommendation from the Planning Commission.

**Recommendation:**

Chairman Lidderdale requested a motion regarding the C-2 request. **Mr. Minor made a motion to postpone the public hearing for one month and be added to the December agenda. Ms. Mathis seconded the motion and a unanimous recommendation to postpone the hearing one month followed 4-0.**

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

**MEMORANDUM**

**TO:** City of Dalton Mayor and Council  
Kim Witherow  
Jim Bisson  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** December 21, 2017

**SUBJECT: The request of Juan Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 308 S. Fredrick Street (parcel 12-218-18-008) (Dalton)**

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on December 18, 2017 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Waldo Morales, the property owner's son with Power of Attorney.

**Public Hearing Summary:**

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was not in favor of the requested C-2 rezoning but rather recommended a more restrictive rezoning such as C-1 or C-1A which would satisfy both the petitioner's needs as well as the Comprehensive Plan and 2012 Dalton Urban Redevelopment Plan more accurately than the requested C-2 zone.

Waldo Morales, son of Juan Morales with power of attorney, affirmed that he would be satisfied with the staff's recommendation as presented. Mr. Gavin inquired if the proposed beauty salon would be located within the existing structure on the subject property or if a new structure would need to be erected. Mr. Morales stated that his understanding was that the existing structure on the subject property would serve as the proposed beauty shop with only an interior remodeling. Chairman Lidderdale asked Mr. Morales if anyone would be living on the subject property or if the use was strictly a beauty shop. Mr. Morales stated that his understanding was that the use of the property would be strictly for the beauty shop.

With no other comments heard for or against this public hearing closed 6:14p.m.

**Recommendation:**

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Ms. Mathis made a motion to recommend a C1-A rezoning based on her agreement with the content of the staff analysis. Mr. DeLay seconded the motion and a unanimous recommendation followed, 3-0.**

**STAFF ANALYSIS  
REZONING REQUEST  
*Unified Zoning Ordinance***

**ZONING CASE:** Juan Morales is seeking to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land (parcel 12-218-18-008) containing 0.16 acres located at 308 S. Fredrick Street. The tract is occupied by a single building that most recently served as a, non-conforming, single family detached dwelling. The rezoning request to C-2 is sought to serve the purpose of establishing a beauty salon business within the existing dwelling structure.

The surrounding uses and zoning are as follows: 1) To the north, is another non-conforming single family detached dwelling occupying the same (M-2) zone district as the subject property; 2) to the east is Blue Ridge Elementary School in a Medium Density Single Family (R-3) zone; 3) to the south is a General Commercial corner lot that contains a dated gas/service station; and 4) to the west, is another single family detached dwelling within a General Commercial (C-2) zone. All in all, a review of the zoning map in color shows a collage of seven (5) different zone districts within a hundred yards of the subject property ranging in intensity from single family residential to heavy manufacturing.

The subject property is within the jurisdiction of the Dalton Mayor and Council.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met? 1. Legal ad                      Nov. 7, 2017 (20 days notice) 2. Property posted              Nov. 7, 2017 (Yes -- one sign on the lot frontage; 20 days notice.)	<u>X</u>	—	—
C.	Has a plat been submitted showing a subdivision of land?	—	—	<u>X</u>
D.	The following special requirements have an impact on this request: <b>100-year flood plain</b> (land is filled to the 100-year flood level) <b>Site Plan</b> (none required) <b>Buffer Zones</b> (none required) <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>	— — — — —	<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	— — — — —

## **CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS**

**(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.**

*With seven (5) different zone districts in this vicinity, there is a vast amount of difference in existing land use ranging from industrial to single family residential.*

*When looking at the area surrounding the subject property along with the diversity of current land use, both conforming and non-conforming, the lack of consistency is almost certainly a product of the City's previous "pyramid style" zoning ordinance. In the previous "pyramid" zoning ordinance a tract zoned M-2 Heavy Manufacturing was not only permitted for M-2 appropriate uses but rather all uses of lesser intensity were permitted as well. This meant that any property zoned M-2 during the lifespan of this previous ordinance essentially had no zoning and was therefore permitted for any legal use as long as building codes were satisfied. This same pyramid principle applied to all zone districts within the previous ordinance which clearly explains the lack of consistency throughout the east side of the city. Since the adoption of the Unified Zoning Ordinance in 2015 the pyramid practice no longer applies to any zone district which means only uses deemed appropriate for M-2 are permitted in M-2. It is fair to say that due to the limited size of the subject property that it is not at all conducive to industrial or manufacturing uses. It is also worth noting that approximately 50% of the subject property's boundary is adjacent to General Commercial C-2 zoned tracts.*

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

*The C-2 zone is a wide-open commercial district that allows a variety of uses. The most prominent neighbor to the subject property is Blue Ridge Elementary School, located across the street, then there is an intersection of C-2 uses located to the south and west. The use proposed for the subject property may not be so negative to the surrounding economics or the surrounding properties, however it is worth noting that, other land use scenarios can open up when zoning is changed. Attention may be again drawn to the limited size of the subject property thus limiting many of the higher intensity uses permitted within the requested C-2 zone district.*

**(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.**

*It is fair to say that the subject property has had fairly limited usage for several years especially since the adoption of the UZO in 2015 which made this tract a non-conforming use within the M-2 zone district. Being a non-conforming tract of course means that the current use as a dwelling may continue indefinitely unless left vacant for*

*a period of twelve months or longer. Unless rezoned, the subject property may only continue to be occupied as a single family detached dwelling or for a use permitted within the current M-2 zone district. There are a vast amount of uses permitted within the requested C-2 zone district that could exist within the subject property's primary structure.*

**(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.**

*As cited in the 2012 City of Dalton Urban Redevelopment Plan (URP) the existence of M-2 properties throughout the east side of the city created a severe lack of consistency in land use. It is not uncommon throughout this part of the city to see single family detached dwellings directly adjacent to large industrial structures, or busy commercial properties that would not be considered appropriate for a residential neighborhood. One of the implementation strategies of the 2012 URP is to rezone tracts within this part of the city in order to create a buffer between residential tracts and tracts of a higher intensity. By rezoning the subject property C-2 its existing non-conforming status as a single family detached dwelling would be voided and only uses permitted within C-2 would be allowed thus forward unless rezoned at a later date.*

**(E) Whether the proposed (C-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.**

*We will minimize comment here, knowing that Fredrick Street already gets its fair share of truck traffic. School traffic is busy twice a day while in session. Based on the proposed use that is known and the limited size of the subject property, impact on infrastructure or services is expected to be minimal.*

**(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.**

*The Future Development Map designates this area as a "Town Neighborhood Revitalization" character area also noted in the Dalton Urban Redevelopment Plan (2003). The subject property is included in the projected boundary, which would propose the location of single family residences, town houses, parks, public institutional, mixed use live/work, and neighborhood commercial. Restoration of existing houses to maintain and stabilize existing housing stock is the preferred development in this character area. It also accommodates a mix of housing types and small lot single family residences. This planner believes that the current M-2 at the intersection allows a broad list of uses that directly conflict with intent of this character area as well as the strategy of the city's 2012 URP. With that being said, however, it is also fair to say that C-2*

*allows a much broader list of uses that recommended for the Town Neighborhood Revitalization character area. This character area as well as the city's 2012 URP both advocate for neighborhood commercial uses within this area to softly transition from the more intense commercial uses to commercial uses of low intensity that specifically serve the needs of the adjacent and nearby residential area. In order to satisfy both the Town Neighborhood Revitalization character area, 2012 URP, as well as the petitioner's desired use of the subject property this planner recommends rezoning the subject property to either a Limited Commercial C-1A, or Neighborhood Commercial C-1 zone district. Both C-1A and C-1 zone districts provide for low intense commercial uses that are far more appropriate for the nearby residential area than increasing the existing C-2 zone district further into the neighborhood.*

**(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.**

N/A

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

N/A.

**CONCLUSION:** As this analysis began, the staff learned that the request is actually more difficult than it looked. There are definitely pros and cons through the staff analysis, even though we may hear none from the public at the public hearing.

The staff cannot provide a recommendation for the C-2 zone at this location however, the staff would strongly support either a C-1A or C-1 rezoning of the subject property based on the following:

1) Part of the reason is the understanding that an effort may be made to use the existing building, which is practically impossible to be used as a conforming M-2 structure. With that said, we realize too that the building could be removed from the tract, and a C-2 rezoning would expand the land use opportunity. C-2 would, no doubt, be more appropriate for the subject property than the existing M-2 zone;

2) The C-2 zone can't be considered eligible to implement the "Town Neighborhood Revitalization" character area of the Comprehensive Plan. The C-1A and C-1 zones, however, can both directly implement both of these plans and permit the desired use of a barber or beauty shop. The difference between the C-1A and C-1 zone districts is

that residential uses are permitted in C-1A but not in C-1 and, the C-1 zone district allows a slightly broader list of commercial uses than permitted in C-1A. The decision between a C-1A or C-1 rezoning, for this planner, would rest on the preference of the petitioner as well as the preference of the Planning Commission.

**Morales Rezoning Request  
M-2, Heavy Manufacturing  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**ZONING**

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)



**Feet  
100**



**Morales Rezoning Request  
M-2, Heavy Manufacturing  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**Feet  
100**



**Morales Rezoning Request  
M-2, Heavy Manufacturing  
to  
C-2, General Commercial  
City of Dalton Jurisdiction**



**FUTURE DEVELOPMENT MAP**

- Town Neighborhood Revitalization
- Commercial

Feet  
100




## Resolution 17 – 20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA TO APPROVE THE BOND RESOLUTION OF THE CITY OF DALTON BUILDING AUTHORITY AUTHORIZING THE ISSUANCE OF THE CITY OF DALTON BUILDING AUTHORITY REVENUES BONDS (DALTON PUBLIC SCHOOL SYSTEM PROJECT), SERIES 2018 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$14,300,000; TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY AND THE AUTHORITY; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES

WHEREAS, the City of Dalton Building Authority (the “Authority”) is a public body corporate and politic duly created and existing pursuant to an amendment to the Constitution of the State of Georgia (Ga. Laws 1968, pages 1466-1482), duly ratified and proclaimed (the “Amendment”) for the purpose of acquiring, constructing, equipping, maintaining and operating projects embracing buildings and facilities for use by the City of Dalton, Georgia (the “City”), including the Dalton Public School System (the “Dalton School System”) for its governmental, proprietary and administrative functions; and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, the Dalton School System exists pursuant to the charter of the City and is governed by the City of Dalton Board of Education (the “Board of Education”) pursuant to the City’s charter; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds thereof for the purpose of paying all or part of the cost of any “project” or “undertaking” (as authorized by the Amendment or the Revenue Bond Law), including the acquisition, construction and improvement of buildings and facilities for use by the Dalton School System; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, under its charter, the City has the power to acquire, construct and improve buildings and facilities for use by the Dalton School System; and

WHEREAS, pursuant to the Amendment, the Authority and the City are authorized to enter into contracts pertaining to public facilities for use by the City, including the Dalton School System, for terms not exceeding fifty (50) years for its governmental, proprietary or administrative functions; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Dalton Public School System Project), Series 2018, in the aggregate principal amount not to exceed \$14,300,000 (the “Series 2018 Bonds”) for the purposes of (i) providing funds to finance certain capital outlay projects for the Dalton School System consisting of (a) adding to, renovating, repairing,

improving, equipping and furnishing existing school buildings or other buildings or facilities useful or desirable in connection therewith, including, but not limited to, Brookwood School, City Park School, Roan School and Dalton High School; (b) acquiring land; (c) acquiring new technology, safety and security equipment and other school equipment; (d) acquiring, constructing and equipping new school buildings and facilities, including, but not limited to, educational/athletic facilities; and (e) acquiring any property necessary or desirable therefor, both real and personal (collectively, the “Projects”) and (ii) paying the costs of issuing the Series 2018 Bonds; and

WHEREAS, the Series 2018 Bonds will be issued pursuant to the Amendment, the Revenue Bond Law, and a resolution of the Authority adopted on December 18, 2017, as supplemented (the “Bond Resolution”); and

WHEREAS, it is proposed that the Authority and the City should authorize the execution and delivery of an Intergovernmental Contract, to be dated the date of its execution and delivery (the “Contract”), between the City and the Authority, pursuant to which the Authority will agree to issue the Series 2018 Bonds to provide funds to finance the Projects, and the City, in consideration of the Authority’s doing so, will agree to make payments to the Authority as called for pursuant to the Contract in amounts sufficient to pay the principal of and interest on the Series 2018 Bonds; and

WHEREAS, it is proposed that the City and the Board of Education should authorize the execution and delivery of an Intergovernmental Contract, to be dated the date of its execution and delivery (the “BOE Contract”), between the City and the Board of Education, pursuant to which, among other items, the City will request that the Authority issue the Series 2018 Bonds to provide funds to finance the Projects, and the Board of Education, in consideration of the City’s and the Authority’s doing so, will agree to make the payments to the Sinking Fund (as defined in the Bond Resolution) in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2018 Bonds; and

WHEREAS, the Authority, the City and the Board of Education have made a finding of fact that the Projects are in the public interest and is a project in furtherance of the Authority’s purpose and mission under the Amendment and the Revenue Bond Law; and

WHEREAS, the Series 2018 Bonds shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Series 2018 Bonds will be secured by a first lien on the Contract and the Pledged Payments; and

WHEREAS, it is necessary and proper that the Mayor and Council of the City approve the form of the Bond Resolution and the Contract, and authorize the Mayor of the City to execute the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, Georgia (the “Council”), as follows:

The City has made a finding of fact that:

(a) the issuance of the Series 2018 Bonds is hereby found and declared to be within the public purposes intended to be served by the Authority; and

(b) the Projects consist of buildings and facilities for use by the Dalton School System for its governmental, proprietary and administrative functions and is in furtherance of the Authority's purpose and mission and constitutes projects which may be undertaken by the Authority pursuant to the Amendment; and

(c) By entering into the Contract, the City will be furthering the public purposes for which it was created.

BE IT FURTHER RESOLVED, as follows:

Section 1. The Council hereby approves the form of the Bond Resolution, in substantially the form attached hereto as Exhibit A, together with such supplements and amendments which may be made thereto with the consent of the Mayor of the City (the "Mayor").

Section 2. Subject to Section 4 below, the execution, delivery and performance of the Contract are hereby authorized. The Mayor is hereby authorized to execute and deliver the Contract on behalf of the City, which Contract shall be in substantially the form attached hereto as Exhibit B with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Contract by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 3. Subject to Section 4 below, the execution, delivery and performance of the BOE Contract are hereby authorized. The Mayor is hereby authorized to execute and deliver the BOE Contract on behalf of the City, which BOE Contract shall be in substantially the form attached hereto as Exhibit C with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the BOE Contract by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 4. The Contract and the BOE Contract shall not be executed until the Council has adopted a supplemental resolution approving the final terms of the Series 2018 Bonds.

Section 5. The City is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2018 Bonds and the security therefor be declared valid in all respects.

Section 6. From and after the execution and delivery of the documents herein authorized, the proper officers, 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 and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in

connection with the issuance of the Series 2018 Bonds and the execution, delivery and performance of the documents herein authorized. Without limiting the foregoing, if the Mayor is not available to execute the documents herein authorized, the Mayor Pro Tem shall execute such documents on the Mayor's behalf.

Section 7. The Mayor and such other officials as may be required are directed to take such actions and to complete such transfers as are necessary to provide security for payment of the Series 2018 Bonds in accordance with the Bond Resolution and any amendments or supplemental resolutions of the Authority and to fulfill the obligations of the City pursuant to the Contract, as the same may be hereafter amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

Section 8. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 2018 Bonds and the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects, approved and confirmed.

Section 9. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Contract or on the Series 2018 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 10. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 2<sup>nd</sup> day of January, 2018.

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
Dennis Mock, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

## Mayoral Appointments

Type	Appointment	Current Member	Company	Expiration
D/W Charter & Consolidation	Commission	Crews, Gary	Mayoral	12/31/2018
Airport	Authority-Liaison	Goodlett, Tyree	Mayoral	12/31/2018
Building	Authority-Liaison	Wood, Denise	Mayoral	12/31/2018
Downtown Development	Authority-Liaison	Goodlett, Tyree	Mayoral	12/31/2018
Finance & Administration	Committee	All Council Members	Mayoral	12/31/2018
Finance & Administration	Committee	Mock, Dennis	Mayoral	12/31/2018
Joint Development	Authority-Liaison	Mock, Dennis	Mayoral	12/31/2018
MPO Policy	Committee	Goodlett, Tyree	Mayoral	12/31/2018
Pension	Board-Liaison	Mock, Dennis	Mayoral	12/31/2018
Pension	Board-Liaison	Harlan, Annalee	Mayoral	12/31/2018
Public Safety	Commission-Liaison	Wood, Denise	Mayoral	12/31/2018
Public Works & Facilities	Committee	Harlan, Annalee	Mayoral	12/31/2018
Public Works & Facilities	Committee	Crews, Gary	Mayoral	12/31/2018
Recreation	Commission-Liaison	Goodlett, Tyree	Mayoral	12/31/2018
Regional Development	Commission-Liaison	Gowin, Kenny	Mayoral	12/31/2018
Service Delivery	Committee	Harlan, Annalee	Mayoral	12/31/2018
Service Delivery	Committee	Dunn, Benny	Mayoral	12/31/2018
Solid Waste Mgmt	Authority-Liaison	Mock, Dennis	Mayoral	12/31/2018
Solid Waste Mgmt	Authority-Liaison	Wood, Denise	Mayoral	12/31/2018
TAD Policies	Commission	Harlan, Annalee	Mayoral	12/31/2018
Technology	Committee-Liaison	Wood, Denise	Mayoral	12/31/2018
Convention Center	Authority-Liaison	Crews, Gary	Mayoral	12/31/2018
Tree	Board-Liaison	Harlan, Annalee	Mayoral	12/31/2018
WL&SF	Commission-Liaison	Crews, Gary	Mayoral	12/31/2018
Tree	Board	Verhoef, Anna	Mayoral	12/31/2019
Tree	Board	Norville, Rita	Mayoral	12/31/2019
Tree	Board	Purvis, Melva	Mayoral	12/31/2019
Ethics	Board	Laughter, Bennie M	Mayoral	3/15/2020
Housing	Authority	Goodlett, Tyree	Mayoral	12/31/2020
TAD Policies	Commission	Jones, Sherwood	Mayoral	
TAD Policies	Commission	Painter, Ed	Mayoral	
TAD Policies	Commission	Pierce, Skeeter	Mayoral	
Municipal Court	Liaison	Harlan, Annalee	Mayoral	12/31/2018

## Misc Mayoral Appointments

Type	Appointment	Current Member	Term	Expiration
Miscellaneous	Municipal Court Judge	Cowan, Robert	1 Year	12/31/2017
Miscellaneous	Mayor Pro-Tem	Wood, Denise	1 Year	12/31/2017
Miscellaneous	Police Chief	Parker, Jason	2 Year	12/31/2018
Miscellaneous	Fire Chief	Pangle, Todd	2 Year	12/31/2018
Miscellaneous	Fire Marshall	Dugger, Jeff	1 Year	12/31/2017
Miscellaneous	City Attorney	Bisson, Jim	1 Year	12/31/2017

## Boards and Authorities Appointments - Expiration Dates Sorted

Board	Type	Member	Term	Expiration	New Term
Airport	Authority	Boyd, Earl	5 Year	12/31/2017	12/31/2022
Tree	Board	Hawkins, Nancy	3 Year	12/31/2017	12/31/2020
Tree	Board	Blaylock, Ron	3 Year	12/31/2017	12/31/2020
Tree	Board	Atkins, Dianne	3 Year	12/31/2017	12/31/2020
Convention Visitors	Bureau	Davis, John	2 Year	12/31/2017	12/31/2019
Convention Visitors	Bureau	Kaikobad, TJ	2 Year	12/31/2017	12/31/2019
Convention Visitors	Bureau	Pratt, Val	2 Year	12/31/2017	12/31/2019
Convention Visitors	Bureau	Govan, Anish	2 Year	12/31/2017	12/31/2019
Recreation	Commission	Lama, Juan	5 Year	12/31/2017	12/31/2022
WL&SF	Commission	Pendley, Tom	5 Year	12/31/2017	12/31/2022
Regional Development	Commission-Liaison	Gowin, Kenny	1 Year	12/31/2017	12/31/2018
Service Delivery	Committee	Dunn, Benny	1 Year	12/31/2017	12/31/2018
Joint Development	Authority	Robertson, Frank	1 Year	1/31/2018	1/31/2019
Trade Center	Authority	Kensey, Mike	1 Year	1/31/2018	1/31/2019