



**MAYOR AND COUNCIL MEETING
MONDAY, MARCH 6, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:30 P.M. - 3RD FLOOR CONFERENCE ROOM

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Proclamation: "National Social Work Month" - March 2017
Dalton State College Social Work Club
6. Presentation: Tree Canopy Study by Dalton High School Students
Gretchen Musser, City Arborist
7. Minutes: Work Session and Regular Meeting of February 20, 2017 and
Special Called Executive Session of March 2, 2017
8. New Business:
 - A. Public Safety Commission Recommendations:
(4) Alcohol Beverage Applications
 - B. Fire Lane Designation - Dalton Walnut Holdings, LLC - 1515 W. Walnut Ave.
 - C. Dalton-Whitfield Planning Commission Recommendation:
Request of Jon Whitehead to rezone 4 tracts of land along S. Thornton Ave. from
Low Density Single Family residential (R-2) to Limited Commercial (C-1A).
 - D. BWSC Haig Mill Lake Development Change Proposal
 - E. American Consulting Professionals, LLC Agreement for Task 3 construction
engineering and inspection services for the Lakeshore Park Improvement Project.

-Continued-

- F. Agreement with DBT Transportation Services for Aviation Support and Maintenance Services of AWOS at Dalton Municipal Airport.
 - G. City Hall Usage by Third Parties Policy
 - H. Resolution 17-04:
Resolution Authorizing the Sale of the Dalton Depot by Sealed Bid
 - I. FY-2017 Budget Amendment #1
 - J. Appointment List
9. Supplemental Business
10. Adjournment

To view this meeting on-line, please visit our website at www.cityofdalton-ga.gov

Proclamation

Office of the Mayor



Presented to:

DALTON STATE COLLEGE SOCIAL WORK CLUB

WHEREAS, the primary mission of the Social Work profession is to enhance well-being and meet the basic needs of all people, especially the most vulnerable in society; and

WHEREAS, Social Workers embody this year's Social Work Month Theme, "Social Workers Stand Up!" by serving, advocating for, and empowering millions of Americans each day; and

WHEREAS, Social Work is one of the fastest growing careers in the United States, with almost 650,000 members of the profession; and

WHEREAS, Social Workers are change agents who put the ideals of citizenship into action every day through major legislative, regulatory, and social policy victories; and

WHEREAS, Social Workers support diverse families in every community, understanding that individuals and communities together can bring about change to American society.

NOW, THEREFORE BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton Georgia, hereby proclaim the month of **March 2017** as "National Social Work Month" and call upon all citizens to join with the Dalton State College Social Work Club in celebration and support of the Social Work profession.

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

Mayor

A handwritten signature in blue ink that reads "Dennis Mock". The signature is written over a horizontal line.

Date

March 6, 2017

Dalton Tree Canopy Study

FINAL RESULTS

Dalton Tree Board
Dalton High School
City of Dalton
Dalton Utilities

November 16, 2016 – Tree Canopy Study day
February 9, 2017 – Dalton High School study group
March 6, 2017 – Mayor & Council



Gretchen Musser, RLA, CA
City Arborist for Dalton

What is a Tree Canopy Study?

- ✦ **A Tree Canopy Study measures the percentage of tree canopy coverage over a particular area – such as the boundaries of a city.**
- ✦ **Baseline of tree canopy coverage to determine trends in tree canopy cover change over time**
- ✦ **Trees provide:**
 - ✦ **Air quality**
 - ✦ **Carbon sequestration**
 - ✦ **Water quality**
 - ✦ **Reductions in energy costs**
 - ✦ **Reductions in stormwater costs**
 - ✦ **Enhance recreational areas**
 - ✦ **Increase property values**
 - ✦ **Improve human health**
 - ✦ **Habitat for wildlife**
 - ✦ **Beauty!!**

Why do a Tree Canopy Study?

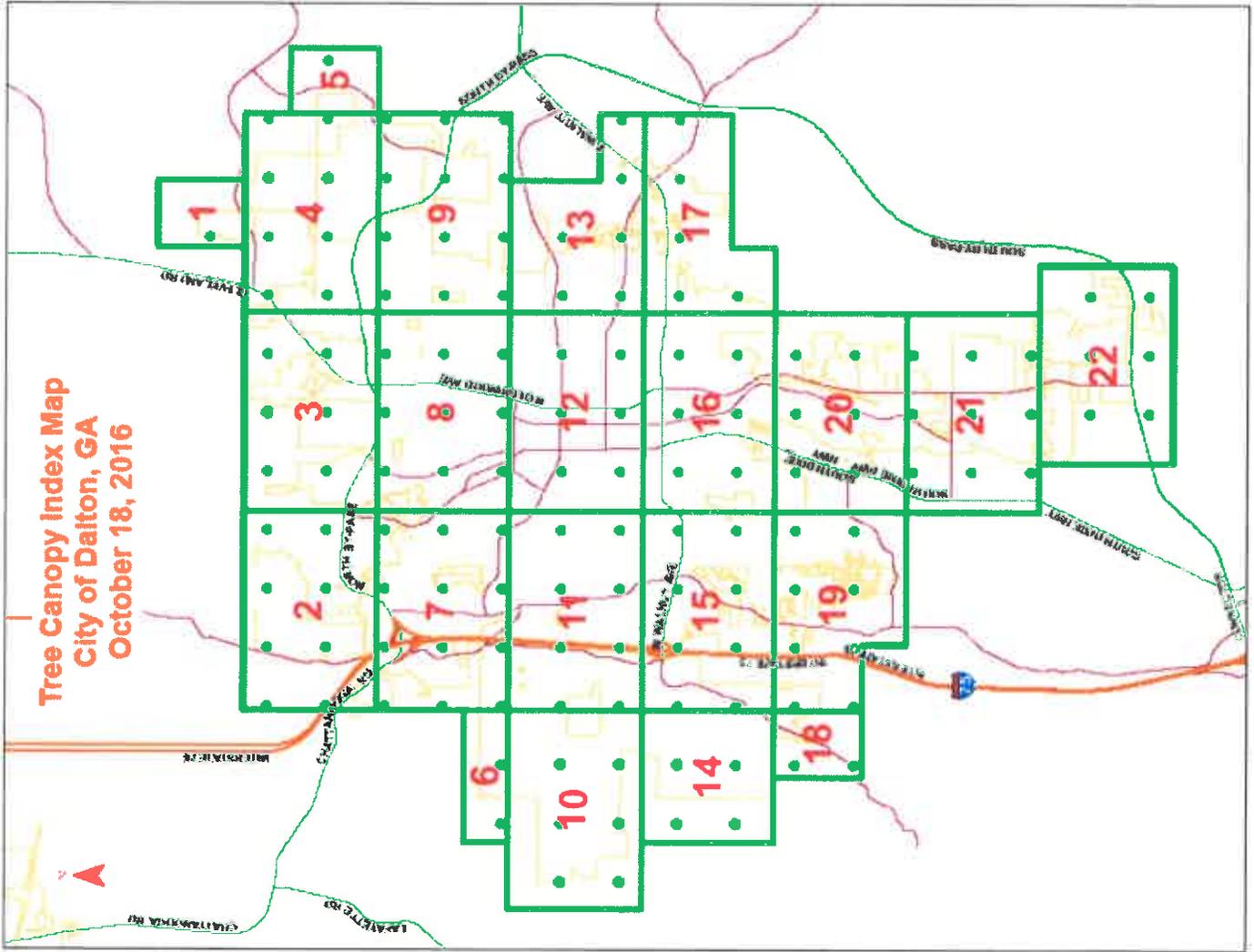
- ❖ **Important information the City can use as a baseline for future changes in tree canopy**
- ❖ **Development of a tree management plan that will help set tree management goals & policies**
- ❖ **Does the City want to increase it's tree canopy cover percentage? If so, how will it manage to do that?**
- ❖ **This study can help the City decide how many trees it needs to plant each year to increase it's canopy cover or to remain steady at its current percentage.**

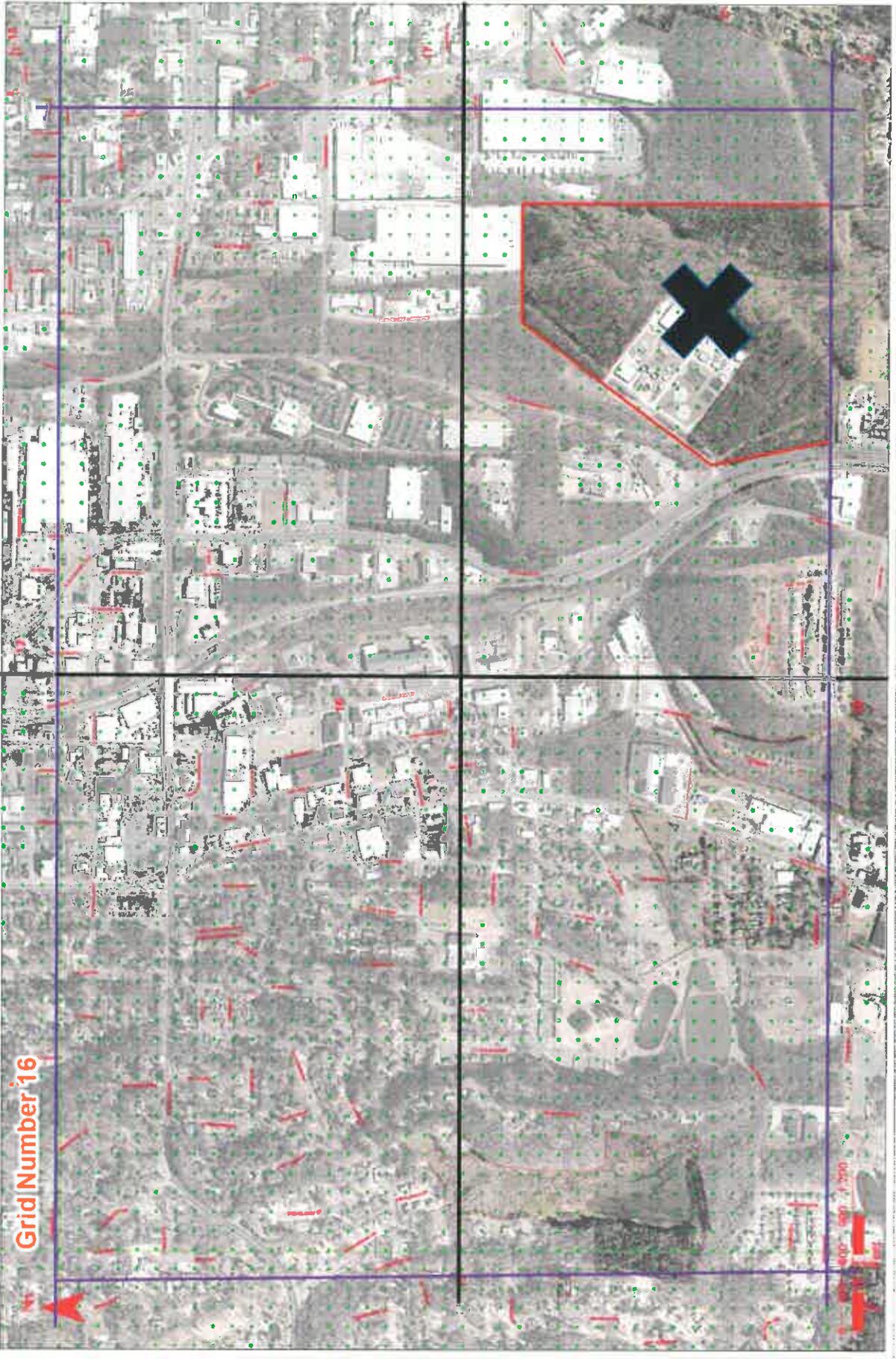
Tree Canopy Agenda

November 16, 2016

- 8:00 – 9:00 - Intro to the process & practice
- 9:00 – 10:00 - Begin canopy study in teams of 2
- 10:00 – 10:15 - Break
- 10:15 – 11:30 - Continue working
- 11:30 - Noon - Tree exercise*
- Noon – 12:45 - Lunch (provided by Dalton Tree Board)
- 12:45 – 2:00 - Continue working
- 2:00 - 2:15 - Hand in final Tally Sheets
- 2:15 - 2:30 - Submit estimate of Tree Canopy Percentage on Index Card to Gretchen (for a prize!)

**Tree Canopy Index Map
City of Dalton, GA
October 18, 2016**





Grid Number 16

1000 400 500 1 2000

How do we measure the Canopy?

- ✂ Use aerial photography with a dot grid superimposed (dots every 1/2")
- ✂ Designate colors that represent certain land cover:
 - ✂ green for tree canopy;
 - ✂ purple for other vegetation;
 - ✂ red for hard surfaces;
 - ✂ Yellow/orange for bare soil;
 - ✂ blue for water



Google earth

38°24'34.23" N 90°19'55.34" W elev. 436 ft eye alt. 2463 ft

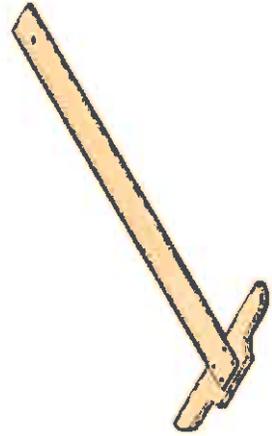
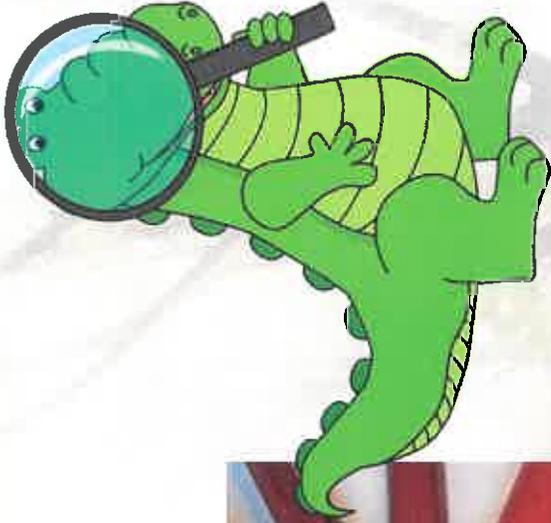
© 2015 Google

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Process?

- 👉 **Teams of 2**
- 👉 **Count total dots on sheet**
- 👉 **Code each dot with a corresponding color with colored pencils**
- 👉 **Use a tally counter to count up each land cover type and record on Master Tally Sheet**
- 👉 **Double check your work**

Equipment?









Donations:

- 175 volunteer hours put in by Ms. Little's class of "volunteers"**
- Dalton Utilities – provided mapping services**
- Dalton High School – printed out maps for tree canopy study day**
- City Arborist – donated 31 hours for putting maps together and double checking**
- Tree Board members donated approximately 10 hours to work with students**

Results

<u>Cover Type</u>	<u>Students</u>	<u>Final</u>
Tree Cover	.47	.44
Other Vegetation	.08	.20
Impervious	.43	.35
Bare ground	.009	.006
Water	.005	.004

Canopy Cover for Other Cities

Atlanta	47.9%
Austin, Tx.	37%
New York	21%
Pittsburgh	42%
Smyrna, Ga.	39%(2009)
Jefferson, Ga.	56% (2009)
Rome, Ga.	49% (2008)

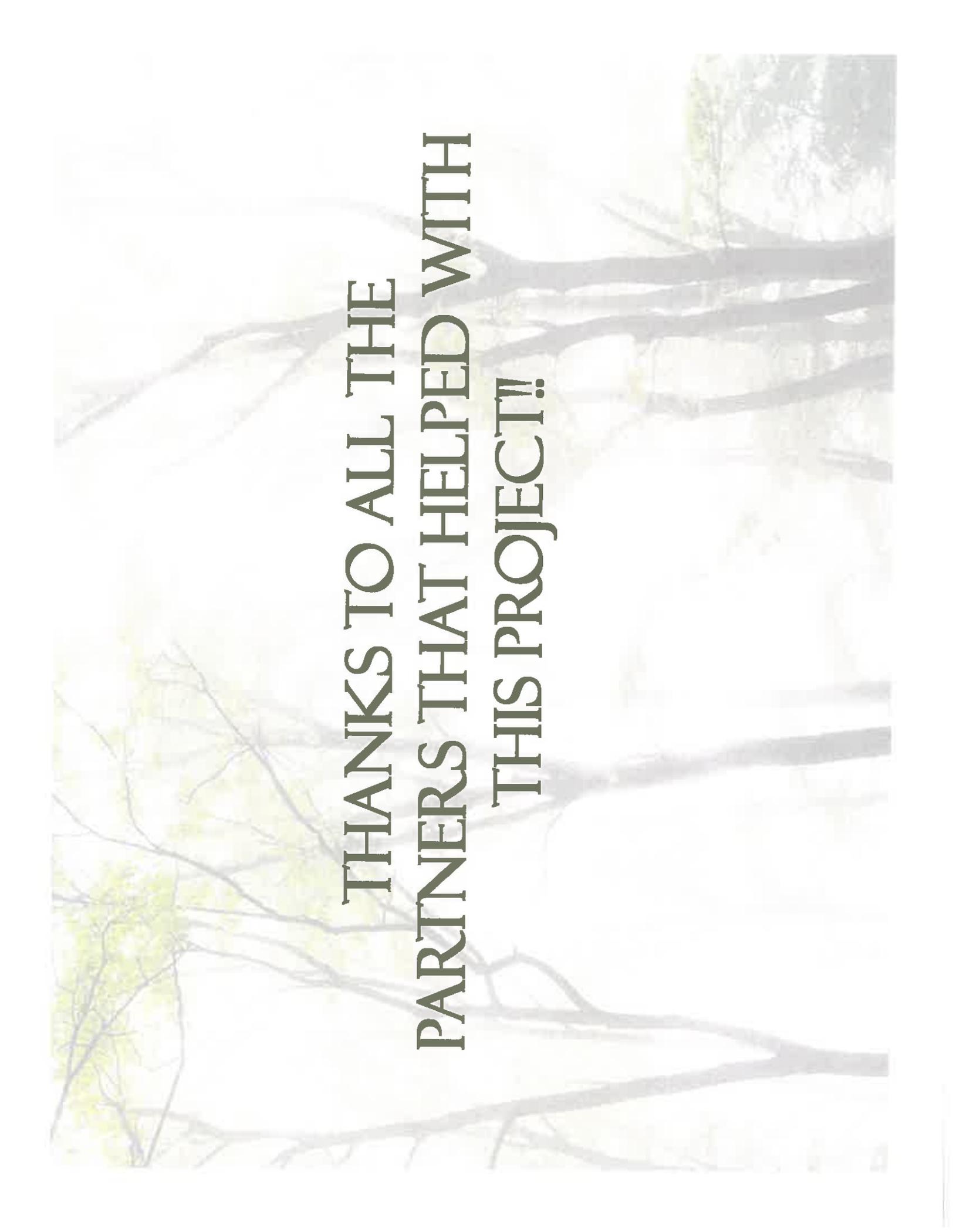
RECOMMENDATIONS

Develop an Urban Forest Management Plan

- **Form a steering committee of community stakeholders (students, business leaders, planners, tree board members, realtors, builders, etc.)**
- **Use this information as a baseline**
- **Determine an overall tree canopy cover goal for community (e.g. – increase to 50% by 2022)**
- **Set more detailed canopy goals for individual neighborhoods that have low canopy cover**
- **Quantify tree benefits (e.g. – amount of O₂ produced, carbon dioxide sequestered, stormwater reduction, etc.)**
- **Identify specific areas for preservation & special management of canopy from development**
- **Monitor changes over time**

REMEMBER....

- 🌳 **Trees are part of the city's infrastructure that appreciates over time**
- 🌳 **Trees provide an enormous amount of benefits – and even more so when they're in good health....just like people!**
- 🌳 **Dalton has a fairly good tree canopy cover at this time**
- 🌳 **Many citizens and City staff care a lot about the environment of Dalton**
- 🌳 **Understanding what you have to take care of and how you envision your City will help you make good decisions of how to manage your urban forest for a healthy future!**



**THANKS TO ALL THE
PARTNERS THAT HELPED WITH
THIS PROJECT!**

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
FEBRUARY 20, 2017

The Mayor and Council held a Work Session this evening at 5:15 p.m. in the 3rd Floor Conference Room. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O'Gwin and Gary Crews, City Attorney James Bisson, and several department heads.

Mayor Dennis Mock reviewed each of the items on agenda for the meeting.

A. Ordinance 17-02 - Second Reading:

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Amending Section 6-73 Captioned "Amount of Fees" By Striking, Repealing And Deleting Subsection (b)(7) Thereof In Its Entirety And Substituting In Lieu Thereof A New Subsection (b)(7); To Provide For The Partial Refund To The Holder Of A 2017 Brew Pub License; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

B. Annual Equitable Sharing Agreement and Certification for Dalton Police Department.

C. Appointments:

Reappointment of Jeff Granillo and Kathryn Sellers to the Historic Preservation Commission for 3-year terms to expire February 1, 2020.

Appointment of Bob Caperton to the Development Authority for a 6-year term to expire February 1, 2023.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:21 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
FEBRUARY 20, 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 Crews, second Alderman O’Gwin, the Mayor and Council approved the agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Minutes of February 6, 2017. On the motion of Alderman Goodlett, second Alderman Wood, the minutes were approved as written and adopted with the following correction:

To Change appointed to elected:

APPOINTMENT - MAYOR PRO-TEM

The Mayor appointed Alderman Denise Wood as the Mayor Pro-tem for the City of Dalton for 2017.

The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

PRESENTATION 2014 CURBSIDE RECYCLING AWARD

Liz Swafford, Dalton-Whitfield Solid Waste Authority

Ms. Liz Swafford of the Dalton-Whitfield Solid Waste Authority gave a brief presentation recognizing the citizens of Dalton and the City of Dalton Public Works Department for their outstanding efforts in the curbside recycling program in 2016.

Swafford stated that in 2016 the City of Dalton collected 1251 tons of recyclable materials thru its curbside recycling program which is 2,502,100 pounds of recyclable materials.

Dalton Whitfield Solid Waste Authority Director Dirk Verhoeff presented a glass tower made from recycled bottles to both the City of Dalton and the Public Works Department employees Danny Sluder and Jason Davis for their endless efforts in the collection of recycling in the City of Dalton.

ORDINANCE 17-02 - SECOND READING

On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council adopted Ordinance 17-02 to Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Amending Section 6-73 Captioned "Amount of Fees" By Striking, Repealing And Deleting Subsection (b)(7) Thereof In Its Entirety And Substituting In Lieu Thereof A New Subsection (b)(7); To Provide For The Partial Refund To The Holder Of A 2017 Brew Pub License; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR DALTON
POLICE DEPARTMENT

The Mayor and Council reviewed the Annual Equitable Sharing Agreement and Certification for Dalton Police Department. Parker stated the report reflects funding received via federal asset forfeitures during 2016, as well as funds spent during that same period. On the motion of Alderman Wood, second Alderman Goodlett, the Agreement and Certification was approved. The vote was unanimous in favor.

APPOINTMENTS

Appointment - Historic Preservation Commission

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council re-appointed the following to the Historic Preservation Commission for a 3-year term to expire February 1, 2020:

Jeff Granillo
Kathryn Sellers

The vote was unanimous in favor.

Appointment - Development Authority

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council appointed Bob Caperton to the Development Authority for a (6) year term to expire February 1, 2023. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:09 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL
SPECIAL CALLED MEETING
MARCH 2, 2017

An Executive Session of the Mayor and Council was called on the motion of Alderman Wood, second Alderman O'Gwin. The Mayor and Council adjourned into Executive Session at noon to discuss real estate and personnel matters.

Present for the meeting were Mayor Dennis Mock, Alderman Tyree Goodlett, Gary Crews, Tate O'Gwin, Denise Wood, Attorney James Bisson, Human Resources Director Greg Batts and Finance Director Cindy Jackson.

No action was proposed or taken.

ADJOURNMENT

There being no further business to come before the Mayor and Council in Executive Session on the motion of Alderman Crews, second Alderman Wood, the Mayor and Council adjourned out of Executive Session at 1:01 p.m.

Bernadette Chattam
City Clerk

James Bisson, City Attorney

Approved: _____
NR

2017 ALCOHOL BEVERAGE RENEWAL APPLICATIONS

PSC TUESDAY FEBRUARY 28, 2017

M&C MONDAY MARCH 6, 2017

ALCOHOL APPROVALS

Business Owner: El Sotano, LLC
d/b/a: La Doña Night Club (Previously; Bar Las Delicias)
Applicant: Mirtha Carranza
Business Address: 700 Redwine St (Previously; 511 E. Morris St)
Type: Pouring Beer
Disposition: **Address Change**

Business Owner: Outback Steakhouse of Florida, LLC
d/b/a: Outback Steakhouse #1128
Applicant: Outback Steakhouse of Florida, LLC
Business Address: 955 Market St
Type: Pouring Beer, Wine, Liquor
Disposition: **Designated Agent Change**

Business Owner: American Huts Inc.
d/b/a: Pizza Hut #012589
Applicant: American Huts Inc.
Business Address: 1505 W. Walnut Ave
Type: Pouring Beer
Disposition: **Renewal & Designated Agent Change**

Business Owner: Cherokee Brewing Compnay, LLC
d/b/a: Cherokee Brewing & Pizza Company
Applicant: Cherokee Brewing Compnay, LLC
Business Address: 207 W. Cuyler St
Type: Brew Pub
Disposition: **License Addition**

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



BRUCE SATTERFIELD
FIRE CHIEF
TELEPHONE 706-278-7363
FAX 706-272-7107
bsatterfield@cityofdalton-ga.gov

PUBLIC SAFETY COMMISSION
BILL WEAVER
KEITH WHITWORTH
TERRY MATHIS
KENNETH E WILLIS
CARLOS CALDERIN

FIRE LANE ORIGATION/DESIGNATION APPLICATION

Applicant Dalton Walnut Holdings, LLC Date 12/23/16

Address 431 Park Village Road Suite 109
Knoxville, TN 37923

Phone Number (865) 249-8136

Business Name Dalton Walnut Holdings, LLC dba Mason Towne Center

Business Location 1515 West Walnut Ave
Dalton GA 30720

Business Operator _____
(If different from applicant)

Listed reason for request or designation; i.e. Building Code Required Due to Area Increase, Fire Department Access Required, Architect or Engineer Specified in Plans, Request of Owner/Operator for access, etc...

Comments Fire Department Access Required

Drawings/Plot Plan Provided: (Y) (N)

Detailed Location of Signage/Markings: (Y) (N)

Signage/Marking Approved [Signature], 2/27/2017
Per City Traffic Engineer Date



NO PARKING
FIRE LANE



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

MEMORANDUM

TO: Mayor and Council
Kim Witherow
Bernadette Chattam
Jim Bisson

FROM: Todd Gavin
Chairman

DATE: March 1, 2017

SUBJECT: The request of Jon Whitehead to rezone four tracts of land located along the west R/W of S. Thornton Avenue from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A). (City)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on February 27, 2017 at 7:00 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 (4) Planning Commission members was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Jon Whitehead, with power of attorney for two of the three subject properties.

Public Hearing:

Mr. Calhoun began the public hearing with opening remarks to orient the members to the property, referring to maps in the staff analysis. He then stated that tract one, 600 S. Thornton Avenue, had just sold under a week ago and that the power of attorney granted to Mr. Whitehead had been revoked for said property. He highlighted that the staff analysis was not favorable to the rezoning request by stating the reasons noted in the staff analysis.

Jon Whitehead, the petitioner, stated that he felt as though the residential zone district originally implemented in the late 1960's was not representative of the current character of the subject properties fronting Thornton Avenue. He furthered his point by noting the intent of the R-2 zone district to maintain a traditional neighborhood which was not a representation of the subject properties based on their impact from the traffic and commercial activity along Thornton Avenue. He then stated that he believed that the requested C-1A zone district, as a transitional zone, would be more appropriate for the properties fronting Thornton Avenue. Mr. Whitehead noted that several residential structures fronting Thornton Avenue have been vacant and on the market for several years, but that he had received several buyers interested in his property at 606 S. Thornton Avenue if the requested C-1A were to be approved. Mr. Minor asked Mr. Whitehead which of the four subject properties belonged to him to which he answered number two on the staff's map. Mr. DeLay asked Mr. Whitehead if any of the subject properties had access to Valley Drive to which Mr. Whitehead stated that tract three did

have access to Valley Drive. Ms. Mathis clarified that the intent and desire of the C-1A rezoning was in order to sell the subject properties.

Bob Caperton, 600 S. Thornton Avenue, noted his very recent purchase of tract one at the corner of W. Emory Street and S. Thornton Avenue. He continued to state that his purchasing of the property was based solely on the intent to occupy the historic single family detached dwelling as a permanent residence. He made several statements that were noted in the staff analysis regarding the undesirable effects commercially zoned property would have on the adjacent residences on both Valley Drive and Thornton Avenue. He stated that he and his wife were attracted to this location specifically due to the historic residential neighborhood appeal.

Carol Lumpkin, a neighboring property owner at 407 W. Emory Street, noted that she had been a neighbor of the subject properties for twenty five years. Ms. Lumpkin stated that she is opposed to the C-1A rezoning due to the alterations that could occur which would compromise the historic residential quality of the neighborhood for those properties that choose to remain residential. She noted a petition opposing the C-1A request had been signed by several adjacent and nearby property owners.

Murray Bandy, nearby property owner 618 Miller Street and son of Jack Bandy 607 Valley Drive a neighboring property owner since 1954, stated both he and his father were opposed to the C-1A rezoning of the subject properties. He then gave a brief history of the affected neighborhood to make the point that the subject properties had always been residentially utilized. His opposition mirrored previous comments regarding the threat this request posed to the neighborhood's long standing residential character. He also noted that many of the Valley Drive single family detached dwellings were much nearer to the rear of their lots, which means the structures are very close to the subject properties.

Sparky Kelehear, representing attorney of Jack Bandy and Dr. Frank Patterson, stated that his clients were opposed to the requested C-1A rezoning. Mr. Kelehear noted that the concerns of his clients was addressed in both the staff analysis as well as the previous opposing speakers. He then noted that nearby properties had requested a similar rezoning in the past with no success. He addressed the petitioner's remarks regarding the increased burden on the subject property due to increased commercial activity by stating that the commercial character of Thornton Avenue had not significantly changed in over forty years. He then drew attention to the inconsistency that would be created along Thornton Avenue since only three of the properties with Thornton Avenue frontage were requesting a rezoning. Mr. Kelehear ended by noting the recent selling of the 606 S. Thornton Avenue residence with the current R-2 zoning illustrated there is still a market for residential property fronting S. Thornton Avenue.

Larry Swanson, neighbor at 703 Valley Drive, stated he was opposed to the requested C-1A rezoning. Some discussion occurred regarding the content of the current ordinance's definition of uses allowed within the C-1A zone district. Mr. Swanson noted his concern with the perceived ambiguity of the C-1A definition and was generally opposed to any commercial activity taking place on the subject properties for the same reasons stated by the previous speakers in opposition to this request. He then asked the Planning Commission if any of the residential structures occupying the subject properties could be demolished and replaced by new structures. Mr. Smalley stated that the subject properties are within the historic district which would not allow for demolition of the historic structures.

With no other comments heard for or against this hearing closed at 8:41pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1A rezoning. **Ms. Mathis made a motion to recommend a denial of the C-1A rezoning based on her agreement with the content of the staff analysis in order maintain the historical residential character of the neighborhood. Mr. Minor seconded the motion and a unanimous recommendation followed 3-0.**

(The staff analysis is attached.)

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

ZONING CASE: Jon Whitehead is seeking to rezone from Low Density Single Family Residential (R-2) to Limited Commercial (C-1A) four tracts of land (parcels 12-237-07-006, 12-237-07-005, 12-237-07-003, and 12-237-07-002) containing a combined 3.93 acres located along the west R/W of S. Thornton Avenue. The tracts are each currently occupied by historic single family detached dwellings. The rezoning request to (C-1A) is sought for the allowance of both residential and low-intensity commercial activity.

The surrounding uses and zoning are as follows: 1) To the north, there are a few office buildings zoned limited commercial (C-1A) as well as a vacant market building (the former Green Spot), a small restaurant (Willy's), and two vacant lots all zoned transitional commercial (C-4). 2) To the east, is a large parking lot and two moderate size commercial structures. 3) To the south, is a large office building (Windstream) and one single family detached dwelling both zoned (C-4). 4) To the west, are several large lot single family detached dwellings all facing the subject property.

[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 a rezoning?	—	X	—
B. Have all procedural requirements been met? 1. Legal ad February 10, 2017 (17 days' notice) 2. Property posted February 9, 2017 (Yes -- one sign on the lot frontage; 18 days notice.)	X	—	—
C. Has a plat been submitted showing a subdivision of land?	—	—	X
D. The following special requirements have an impact on this request: 100-year flood plain (land is filled to the 100-year flood level) Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements	— — X — —	X X — X X	— — — — —

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.

The development along this section of Thornton Avenue has become a mix of uses ranging from low density single family dwellings to a diverse blend of office, commercial and retail uses. This diversity of existing uses and zoning is primarily due to the proximity to downtown Dalton as well as the traffic generated by Thornton Avenue. The majority of higher intensity uses along this section of Thornton Avenue are located along the east R/W while the west R/W is comprised almost entirely of single family residential use. It is worth noting that the entire block of land between W. Emory Street and W. Franklin Street is entirely zoned and developed residentially meaning that any use other than single family residential would prompt a rezoning. Many of Dalton's oldest estates still exist along the west R/W of Thornton Avenue in this vicinity, and they are located within Dalton's historic district in order to ensure the historical character of this area is preserved for the future. The requested C-1A zone would allow the subject properties to be utilized as single or multi-family housing, offices, or low intensity retail establishments. The ability of the grounds or structures of the subject properties to be altered, repaired, or expanded would be dictated by the guidelines of the historic preservation commission regardless of the zoning district the subject properties occupy.

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

The subject properties, under their current R-2 zone, can only be occupied as single family detached dwellings. If rezoned C-1A the current and future owners would have the option to remain residential in nature, but they would also have the option to redevelop the historic residences for other limited commercial uses like offices or low intensity retail establishments. If any or all of the subject properties were to convert from single family residential use to a use that is commercial in nature then the adjacent single family properties along Valley Drive could experience difficulty, depending on the use occurring on the subject property, if the owners were to attempt selling their properties for residential use.

(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.

The subject properties have been utilized as single family dwellings for many years despite their adjacency to a major thoroughfare and proximity to the downtown area. The single family detached dwellings occupying the subject properties were not designed to be utilized for any commercial purpose that would require the structures to undergo some retrofitting and remodeling to suit the needs of a non-residential use. Any exterior remodeling of the structures or grounds such as off-street parking, signage, etc. would need to be approved by the Dalton Historic Preservation Commission. Even the simple act of trimming and cutting trees within this district require approval which may not be appealing to business owners in need of retail or office space. Essentially the value in use diversity within the requested C-1A zone district could

be offset by the financial burden and inconvenience of operating a business within a strictly regulated historic district.

(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.

The current and future owners of the subject properties will likely struggle with an attempt to sell the properties as strictly single family residences. This is due primarily to their adjacency to a heavily trafficked thoroughfare as well as the commercial activity on the east R/W of Thornton Avenue. The act of rezoning the subject properties would, however, transfer the burden to the adjacent residential properties along Valley Drive. If approved, this request would also flank two of the adjacent tracts along Thornton Avenue on three sides with commercially zoned tracts thus devaluing their quality as low density single family residential properties.

(E) Whether the proposed (C-1A) 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.

If the C-1A request were approved there would be no burden on infrastructure when considering the low intensity uses allowed within this zone district. It is likely for traffic to increase if the subject properties are developed commercially, but the impact would be negligible on Thornton Avenue due to an existing heavy traffic volume.

(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 subject property is absorbed into the Town Neighborhood character area. The Town Neighborhood character area includes residential areas in older parts of the community typically developed prior to World War II including the Murray Hill/Thornton Avenue and McCarty subdivisions, which are locally designated historic districts. The intent of this character area is to maintain existing homes and character defining site features, promote single-family uses, maintain existing housing stock and preserve neighborhood character, and to protect historic structures and neighborhoods. The primary land uses for this character area include single family residential, parks, and public institutional.

(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.

If granted, this request would not be considered spot zoning because the adjacent zones would all share permitted uses with the subject properties. This request, if approved, would have the potential to create a trend that would prompt the other adjacent R-2 zoned tracts along Thornton Avenue to pursue C-1A rezoning thus increasing adverse impacts on the adjacent Valley Drive properties.

(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: This analysis is not as simple as it may seem due to development trends that aim to restrict commercial uses of the vicinity.

Staff cannot provide a positive recommendation for a (C-1A) Limited Commercial rezoning of the subject properties based on the following:

- 1) The requested C-1A zone district would allow uses not intended by the character area within the comprehensive plan for the subject properties.
- 2) The request, if approved for the four subject properties, would have the potential to burden the nine adjacent R-2 zoned properties.

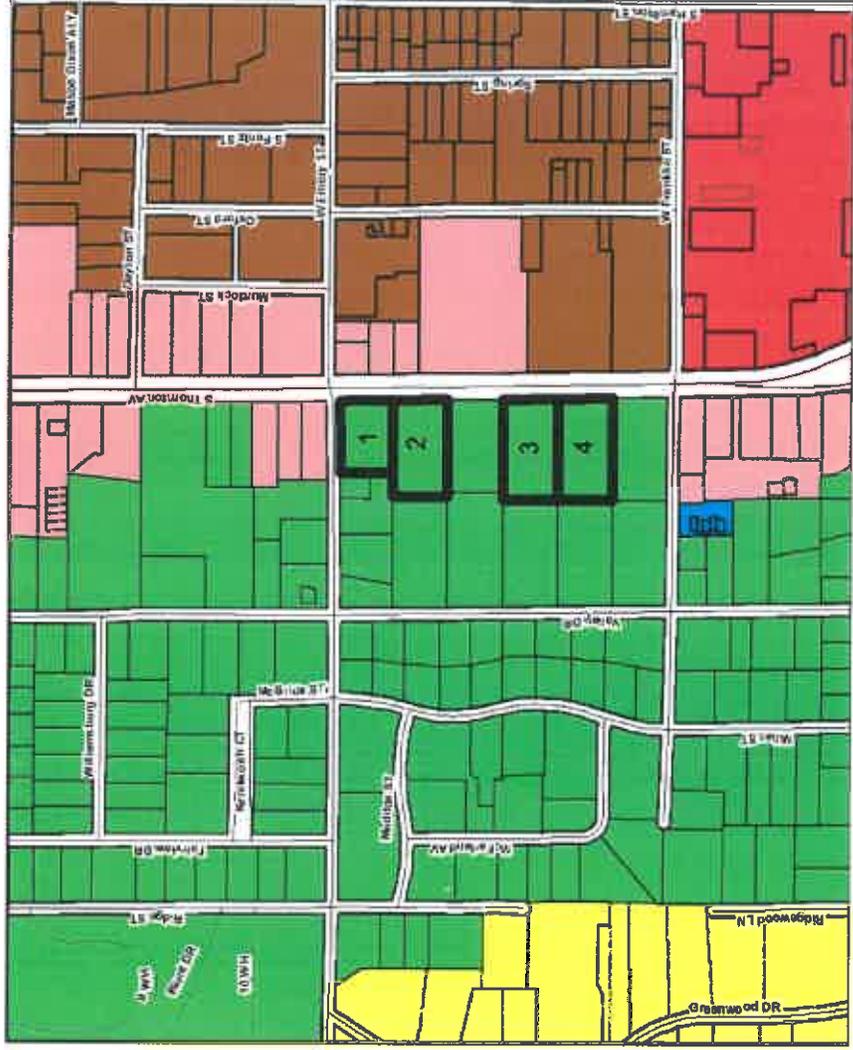
**Jon Whitehead Rezoning Request
R-2, Low Density Single Family Residential
to
C-1A, Limited Commercial
City of Dalton Jurisdiction**



ZONING

- Estate Residential (R-1)
- Low Density Single Family Residential (R-2)
- High Density Residential (R-7)
- Limited Commercial (C-1A)
- General Commercial (C-2)
- Transitional Commercial (C-4)

**Feet
300**



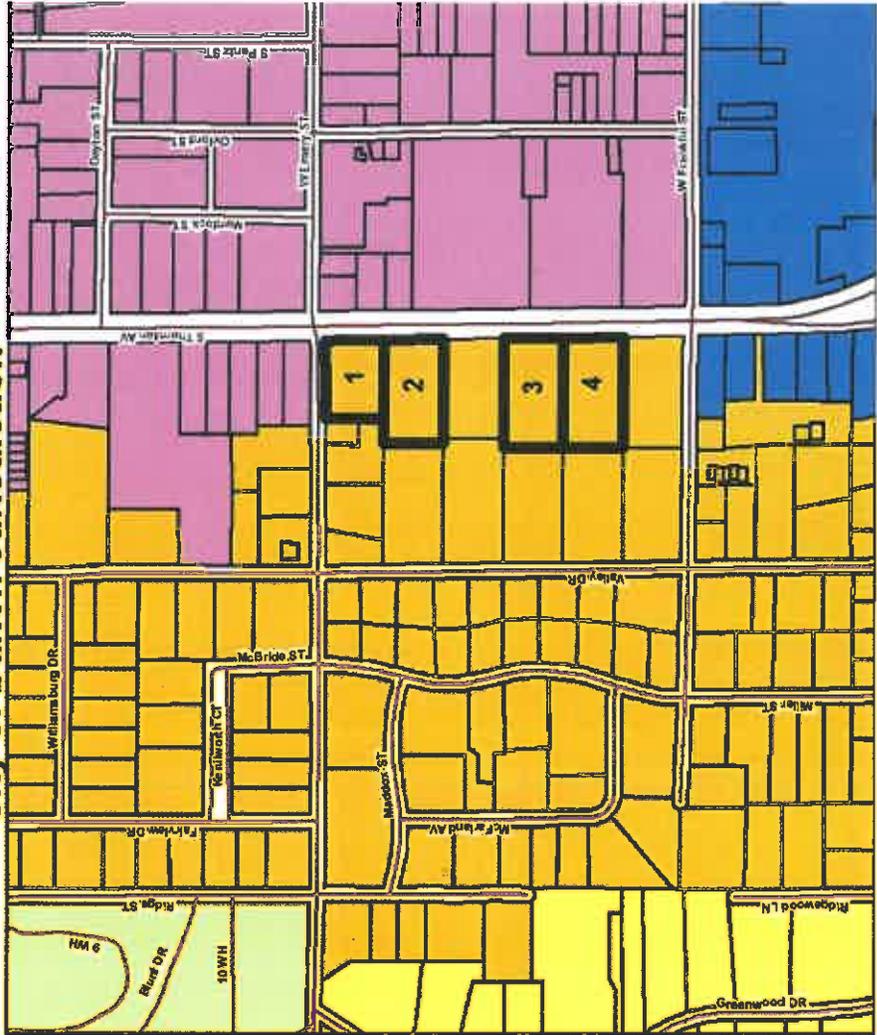
**Jon Whitehead Rezoning Request
R-2, Low Density Single Family Residential
to
C-1A, Limited Commercial
City of Dalton Jurisdiction**



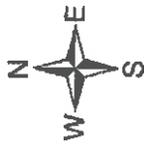
FUTURE LAND USE MAP

	Downtown/Town Center
	Commercial
	Preserve
	Suburban Neighborhood
	Town Neighborhood

**Feet
300**



**Jon Whitehead Rezoning Request
R-2, Low Density Single Family Residential
to
C-1A, Limited Commercial
City of Dalton Jurisdiction**



**Feet
200**



November 10, 2016
BWSC Project No.: 3623702

Steve Card, Director
Dalton Parks & Recreation Department
904 Civic Drive
Dalton, GA 30720

RE: Haig Mill Lake Development Change Proposals

Dear Mr. Card:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) appreciates the opportunity to work with the City of Dalton on the Haig Mill project. We recognize how important this project is to the people of Dalton. As you know, there have been several changes to the project which are causing us to request a change order. We respectfully request changes in our fee based on an increase in the original scope of work proposed in our April 21, 2016 agreement.

As we discussed in our November 1, 2016 90% review meeting, enhancements to the lodge have affected the project in two ways:

1. The initial proposal and fee provided by the architect was based on a \$750K to \$900K construction budget, revisions to the Lodge have increased the budget to over \$1,500K. In addition, design efforts for the pavilions have increased (see attached letter).
2. The enhancements to the Lodge have extended the construction period significantly. Our original construction schedule was 9 months, but the architect has advised to plan for 12 months for the Lodge itself, so that the project construction schedule extends to 15 months to account for initial site development activities.

For the Fee Extension # 1, which is based on lodge and pavilion enhancements, the architect has provided a construction cost based fee increase (see attached letter). BWSC has added the allowed markup for the architect's fee to arrive at a total fee increase of \$38,698 for this service by the architect.

For Fee Extension # 2, which is based on the extended construction schedule, there are two elements we are submitting for your consideration:

1. Fee increases based on BWSC and the architect providing construction administration services for an additional five (5) months.
 - a. The architect has proposed a lump sum fee based on a percentage of construction cost for this increase. The proposed change totals \$8,488.00.
 - b. BWSC has calculated monthly construction administration costs for extension of the project. From these costs BWSC has extracted costs associated with project startup (pre-construction meeting, shop drawings submittals, etc.) and costs associated with project closeout (pre-final, inspection, final inspection, close-out documentation, etc.). Based on these adjustments BWSC proposes a monthly fee

for the extended construction period of \$4,750/month (\$23,750 total if the project extends to a full 15 month construction period). In this manner, you will be charged only for the actual months the project is extended.

2. Fee increases based on BWSC providing resident project representative services (RPR) for an additional five (5) months. The contract currently in force proposed to provide this service on an hourly basis. Extending the construction period by 5 months on a 20-hour per week basis will increase this contract element by \$26,000. Since RPR services will be provided on an hourly basis, you will only be charged based on the actual extension of the construction period. Further BWSC will endeavor to hold the average RPR service to 20 hours per week or less over the construction period.

The following table summarizes these changes:

BWSC Fee Change Summary			
Phase	Contract Budget	Proposed Change	New Budget
Survey	\$ 26,455.00	\$ -	\$ 26,455.00
Permitting	\$ 9,500.00	\$ -	\$ 9,500.00
Design*	\$ 282,555.00	\$38,698	\$ 321,252.50
Bid Assistance	\$ 22,120.00	\$ -	\$ 22,120.00
Construction Administration (CA)	\$ 72,225.00		\$ 72,225.00
CA Change - Architect LS Fee*		\$ 9,488.00	\$ 9,488.00
CA Change - BWSC (Monthly: 5 mo @ \$4750)**		\$ 23,750.00	\$ 23,750.00
Resident Project Representative (hourly)**	\$ 59,140.00	\$ 26,000.00	\$ 85,140.00
Total	\$ 471,995.00	\$97,936.50	\$ 569,930.50

* Change consisting of Architects fee change and BWSC markup

** Change resultant solely from extension of schedule

If you have any other questions regarding this change proposal, please advise me immediately by calling me at 423 805-9741.

Please have the party responsible for our fee sign the last page of the enclosed Additional Services Addendum # 2 and return both copies to us as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,



Doye B. Cox, P.E., CHMM
Vice President

Copy to: Matt Stovall, BWSC
Russell Moorehead, BWSC
Nick Holden, BWSC

F:\36\36237\3623702\02_COMM_LETTERS_2016_11_10_Proposed Change Letter

AMERICAN CONSULTING PROFESSIONALS, LLC

243 North Hamilton Street, Suite 2
Dalton, Georgia 30720
Telephone (706) 508-4029; Fax (706) 529-2746

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

City of Dalton	Date: February 28, 2017
Steve Card, Director Dalton Parks & Recreation	ACP Project No: 515GA034
904 Civic Drive, Dalton, GA 30720	ACP Project Manager: Anna Peterfreund
Phone: 706-463-9656	

American Consulting Professionals, LLC (AMERICAN), is pleased to provide this contract to the **City of Dalton (CITY)** for the Lakeshore Park Improvements project construction engineering. This is a task driven project. The scope below is for Task 3 to include construction engineering and inspection services.

Project Description and Scope

1. SPECIFIC SERVICES TO BE PROVIDED BY AMERICAN

American Consulting Professionals, LLC (CONSULTANT) shall provide services during construction as described below.

- The CONSULTANT shall attend a pre-construction meeting between contractor and the City of Dalton.
- REVIEW AND APPROVE PAY REQUESTS: The CONSULTANT shall review contractors pay requests/payment draws and approve payment amounts based on work completed as determined from site construction observations.
- PERIODIC SITE VISITS: The CONSULTANT shall provide 14 site visits during construction. During construction, the City of Dalton will identify when the site visits are to occur.
 - Grading/Drainage/Structures – Seven site visits
 - Lighting - One site visit
 - Landscaping – Three site visits
 - Erosion Control – Three site visits and One 7-Day Inspection
- SHOP DRAWING REVIEW: The CONSULTANT shall review and approve shop drawing submittals.
- RESPOND TO CONTRACTOR QUESTIONS: The CONSULTANT shall respond to contractor questions. Redesign and plan modification at the request of the contractor is not included in this scope of services.
- REVIEW OF AS-BUILT PLAN INFORMATION AND VERIFY PERMIT COMPLIANCE: The CONSULTANT shall review as-built plan information prepared by others and shall verify permit compliance.

- **SAFETY:** The CONSULTANT is not responsible for observing, monitoring, or inspecting the safety aspects of the contractor's construction operations. The contractor shall be solely responsible for all safety aspects of the project including safety of his/her employees, subcontractor employees, and the public.
- **CONSTRUCTION METHODS:** CONSULTANT is not responsible for the contractor methods and means of constructing the proposed improvements. The CONSULTANT shall not be responsible for any acts or omissions of the contractor or subcontractors. The CONSULTANT does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws,

Schedule

American will begin Task 3 services upon the award of the construction contract and the approval of Task 3 contract.

Fee Arrangement

American will perform the services described above on an hourly based on the rate schedule included in this scope of services below. The services will not exceed \$24,613.00.

Terms and Conditions of Agreement

The attached "General Terms and Conditions" dated January 1, 2017, are hereby made a part of and incorporated into this Agreement.

City of Dalton

American Consulting Professionals, LLC

By: _____

By:  _____
Brian Mirson
Principal / Managing Member

**Lakeshore Park Improvements
Rate Sheet
American Consulting Professionals**

American Consulting Professionals

Personnel Classification	Hourly Rate
Project Manager	\$178
Senior Engineer	\$212
Project Engineer	\$178
Engineer	\$132
Engineer Intern	\$107
Senior Designer	\$160
Designer	\$105
Senior Environmental Specialist	\$178
Environmental Specialist	\$129
Graphics Designer	\$108
Administration	\$112
Student Intern	\$36

CTI Engineers, Inc.

Personnel Classification	Hourly Rate
Executive Engineer/Manager	\$189
Senior Project Engineer/Manager	\$164
Project Engineer/Manager	\$154
Landscape Architect	\$128
Engineer	\$130
Engineer Intern	\$94
Senior Drafter/Technician	\$89
Drafter/Technician	\$70
Senior Project Representative	\$83
Project Representative	\$64
Senior Administrative	\$78
Senior Clerical/Secretarial Support	\$69
Clerical/Secretarial Support	\$43

GENERAL TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2017

American Consulting Professionals, LLC (hereinafter noted as American), shall perform the services outlined in this agreement for the fee stated.

Access to Site: Unless otherwise stated, American will have access to the site for activities necessary for the performance of the services. American will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: If stated as "Lump Sum," the fee shall be the total amount due for the services provided. If stated as "Cost Plus" or "Maximum Limiting Amount," the fee shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval from the Client. Where the fee arrangement is to be on an "Hourly Rate Basis," hours shall be invoiced at the rates contained in American's Standard Hourly Rate Schedule provided.

Billings/Payments: Invoices for services shall be submitted, at American's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, American may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of American. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and administrative expenses.

Limitation of Liability The Client agrees that neither American nor any of its personnel shall not be liable for any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from any such claim, damage, loss or expense that is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except American), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and American, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, American's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 10 times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, American's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by either the Client or American should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay American for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Guarantees and Warranties: American shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence American cannot ascertain.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the Client and American shall be submitted to non-binding mediation. Client and American agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Georgia.

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

DBT Transportation Services 2655 Crescent Drive, Ste A-1 Lafayette, Colorado 80026 Email: CS@DBTtranServ.com	Customer: Dalton Municipal Airport (DNN) Attn: Justin Morrow, Manager 4483 Airport Road, PO Box 1205 Dalton, GA 30721 Email: jmorrow@cityofdaltonga.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, 2017.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)	Parts Excluded
<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	

Fees		Contract Total: \$ 980.00
Annual Fee	\$ 980.00	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: _____

Accepted and agreed to by the duly authorized signatories below.

DBT Transportation Services

By: *Michael Trosclair*

Title: Sales Manager

Date: 2/23/2017

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 4th (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.

CITY HALL USAGE BY THIRD PARTIES POLICY:

PURPOSE: The purpose of this policy is to establish procedures and protocol governing the use of city hall by third parties.

POLICY: Dalton city hall is to be used exclusively for City of Dalton and Dalton Public Schools purposes (while DPS is a tenant in the building) except herein specifically provided.

A usage fee of \$50/hour shall be charge to provide supervisory personnel during the use of the facility. There will be no pro-rated fees for partial hours.

Any events occurring during normal city hall working hours must be mindful of noise levels in the building so as to not disrupt daily business. All music during events occurring during city hall business hours shall be confined to council chambers and maintained at levels low enough to not disrupt daily business.

A maximum of 3 hours after normal closing time for city hall shall be observed with all events to end no later than 8:00 PM. The facilities must be evacuated promptly at the event's end.

City Hall usage by third parties is limited to weekdays only.

A \$100 refundable cleaning/damage deposit shall be made at the time of booking the facility. Deposits will be refunded within 2 business days following the event, contingent on inspection by the city clerk's office or their designee.

City hall may be used for non-partisan, civic, charitable or educational events.

The City Clerk's office is hereby designated as agent for city hall use by third parties.

PROCEDURES: All requests for use of city hall by third parties shall be made in writing to the city clerk's office at least 7 business days prior to desired usage.

Said requests will be reviewed by the city clerk's office and applicants will be informed of availability as soon as possible but no later than two days prior to the event.

Third parties shall be responsible for all clean up and repositioning of any furniture.

All fees are due before granting use of the facilities.

The city clerk's office shall arrange for city personnel to open the facility, remain on premises during use and close and secure the facility after completion of use.

Use by third parties is limited to first floor lobby area, hall way and council chambers only. All other areas and floors are considered restricted areas after normal business hours. Use of city hall electronic equipment other than sound system and projection equipment is prohibited.

CITY OF DALTON

By: _____
Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

Date: _____

RESOLUTION 17-04

Resolution Authorizing the Sale of the Dalton Depot by Sealed Bid

WHEREAS, the City is the owner of the real property known as the Dalton Depot, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Mayor and Council find that the Property is no longer needed for any municipal purpose; and

WHEREAS, O.C.G.A. §36-37-6 provides that a municipality may dispose of real property by sealed bid to the highest responsible bidder; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City to sell the Property by sealed bid.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Mayor and Council of the City of Dalton, Georgia, that the Property shall be offered for sale by sealed bid as provided by law and sold by quit claim deed to the highest responsible bidder.

BE IT FURTHER RESOLVED, that a condition of the sale shall be that the successful bidder for the Property enter into a Reservation of Conservation Easement and Preservation Agreement as approved by the City Attorney.

BE IT FURTHER RESOLVED, that the City shall reserve the right to reject all bids for the Property.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are authorized to execute such documents as may be reasonably necessary to convey the Property in accordance with these Resolutions.

SO RESOLVED, this 6th day of March, 2017.

CITY OF DALTON, GEORGIA

Dennis Mock, Mayor,

Attested to:

City Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for The City of Dalton by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3109, dated February 13, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a nail located north 55 degrees 17 minutes 17 second east a distance of 190.75 feet from the point of intersection of the northeast intersection of the east right of way line of North Hamilton Street and the north right way of line of King Street; thence north 86 degrees 14 minutes 48 seconds east a distance of 38.08 to a nail; thence north 05 degrees 00 minutes 09 seconds west a distance of 19.52 feet to a nail; thence north 84 degrees 04 minutes 36 seconds east a distance of 9.54 feet; thence south 05 degrees 45 minutes 26 seconds east, along the west right of way line of the Western and Atlantic Railroad, a distance of 79.48 feet; thence south 05 degrees 23 minutes 47 seconds east, along the west right of way line of the Western and Atlantic Railroad, a distance of 212.00 feet; thence south 85 degrees 20 minutes 05 seconds west a distance of 56.89 feet to a nail; thence north 05 degrees 22 minutes 08 seconds west a distance of 97.54 feet; thence south 84 degrees 50 minutes 44 seconds west a distance of 3.91 feet to a nail; thence north 05 degrees 30 minutes 55 seconds west a distance of 42.23 feet to a nail; thence north 85 degrees 35 minutes 05 seconds east a distance of 4.05 feet; thence north 05 degrees 43 minutes 14 seconds west a distance of 76.30 feet to a nail; thence north 79 degrees 41 minutes 39 seconds east a distance of 2.39 feet; thence north 06 degrees 05 minutes 21 seconds west a distance of 6.05 feet to a nail; thence north 03 degrees 07 minutes 57 seconds west a distance of 3.23 feet to a nail; thence north 05 degrees 44 minutes 25 seconds east a distance of 8.63 feet to a nail; thence north 07 degrees 02 minutes 19 seconds east a distance of 8.29 feet to a nail; thence north 05 degrees 20 minutes 49 seconds east a distance of 17.8 feet to a nail; thence north 06 degrees 24 minutes 33 seconds west a distance of 12.69 feet to a nail, which is the POINT OF BEGINNING.

**2017 Budget Amendment
Budget Amendment #1**

CAPITAL ACQUISITION FUND

	Increase (Decrease)	
Revenues & Transfers-In		
General Fund	\$ 486,345	(1)(2)
	<u>\$ 486,345</u>	
Expenditures & Transfers-out		
Capital - Fire Department	\$ 117,745	(1)
Capital - Recreation	14,000	(1)
Capital - Public Works	215,000	(2)
Capital - IT	39,600	(2)
Capital - Recreation	100,000	(2)
	<u>\$ 486,345</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1) Carryover from 2016 capital acquisition budget:

FD = Draft Pit \$83,055, Spillman Refund for software interface \$34,690

RD = Concrete areas at Ron Nix Soccer Complex \$14,000

(2) PW = Mobile concrete truck

IT = Cloud backup solution and CISCO UCS Smart C220 server

RD = Score boards @ HP, breezeway and resurface gym floors @ Gaston

GENERAL FUND

	Increase (Decrease)	
Expenditures & Transfers-out		
Capital Acquisition	\$ 486,345	(1)(2)
	<u>\$ 486,345</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (486,345)</u>	

T-SPLOST 2007

	Increase (Decrease)	
Revenues & Transfers-In		
Intergovernmental revenue - T-SPLOST	\$ 378,030	(3)
	<u>\$ 378,030</u>	
Expenditures & Transfers-out		
T-SPLOST College Drive project 2.6	\$ 358,030	(3)
T-SPLOST Safety project 5.8CD6	20,000	(3)
	<u>\$ 378,030</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(3) Additional funds required to complete projects financed by 2007 T-SPLOST

Boards & Authorities

Authority/Commission	Current Member	Appointment Status	Appointment	Term	Expiration	New Expiration
Development Authority	Edwards, Larry	Reappointment	Edwards, Larry	6 Year	2/1/2017	2/1/2023
Development Authority	Buchanan, Bob	Reappointment	Buchanan, Bob	6 Year	2/1/2017	2/1/2023
Historic Preservation Commission	Jones, Sherwood	New Appointment	Reed Fincher	3 Year	2/1/2017	2/1/2020