



**MAYOR AND COUNCIL MEETING
MONDAY, MARCH 19, 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

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. Minutes: Work Session and Regular Meeting Minutes of March 5, 2018
6. New Business:
 - A. Dalton-Whitfield Planning Commission Recommendation:
Ordinance 18-04
To Rezone Property of Thornton Storage, LLC from a C-4 Classification to a C-2 Classification.
 - B. Local Government Approval and Certification for DCA Emergency Solutions Grant for Northwest Georgia Family Crisis Center, Inc.
 - C. Lawn and Landscape Maintenance Contract with Imperial Landscapes, Inc. for Dalton Police Department at 301 Jones Street.
 - D. Ratification of Preliminary Engineering Agreements with CSX Transportation, Inc., and Norfolk Southern Railway Company for Proposed Gordon Street Bridge Painting and Repairs.
 - E. FY 2018-2019 CDBG Funding Recommendations
 - F. FY-2017 Budget Amendment #5.
 - G. Tax Allocation District (TAD) #3 Development Agreement - Dalton Mall, LLC
7. Supplemental Business
8. Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
MARCH 5, 2018

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, Aldermen Tyree Goodlett, Denise Wood, Annalee Harlan and Gary Crews, City Attorney James Bisson, and several department heads.

PUBLIC COMMENTARY

Citizen Paul Belk requested from the Mayor and Council to allow Public Works to extend the wall being built on Walnut Avenue onto his property.

AGENDA REVIEW

Mayor Dennis Mock continued with the Work Session agenda and reviewed each of the items for the meeting.

New Business:

- A. Public Safety Commission Recommendations:
(5) 2018 Alcohol Beverage Renewal Applications
- B. Georgia Fund 1 Banking Resolution to Authorize Investment for City of Dalton and City of Dalton Building Authority. Finance Director, Cindy Jackson stated this resolution change is for the City of Dalton to be in line with the move from First Bank of Dalton to Bank of the Ozark.
- C. Contract Agreement with Southern Janitorial Services for Dalton City Hall. Human Resource Director, Greg Batts stated the agreement would be in the amount of \$1,545.00 per month and would include the weekly cleaning of the Council Chambers.
- D. Dalton-Whitfield Planning Commission Recommendation:
The request of Shawn Javed to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.32 acres located at 511 Martin Luther King Jr. Blvd.
- E. Annexation Request:
Ordinance 18-02
To Annex Property Of Russell Scott Cunningham Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
- F. Appointments:
Confirmation of Jamie Upton to the Northwest Georgia Trade and Convention Center Authority for a 2-year term to expire January 31, 2020.

SUPPLEMENTAL BUSINESS

Mayor Dennis Mock informed the Council that an amendment to the Agenda would happen during the regular meeting. The amendment would add Ordinance 18-03 as item D1 below New Business item D.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the work session was Adjourned at 5:42 p.m.

Gesse Cabrera
Deputy City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 5, 2018

The Mayor and Council held a regular called meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, Tyree Goodlett, Gary Crews, City Administrator Jason Parker and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

The Mayor led the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no Public Comments.

AGENDA APPROVAL

On the motion of Alderman Goodlett, second Alderman Wood, the Mayor and Council approved the Agenda with the addition of Ordinance 18-03 "Item D1." for consideration. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed Work Session and Regular Meeting Minutes of February 19, 2018 and Special Called Meeting Minutes of February 26, 2018. On the motion of Alderman Harlan, second Alderman Wood, the minutes were approved. The vote was unanimous in favor.

PUBLIC SAFETY COMMISSION RECOMMENDATIONS

2018 Alcohol Beverage Renewal Applications

The Mayor and Council reviewed the following (5) 2018 Alcohol Beverage Applications:

Business Owner: Kroger Store #458
d/b/a: Kroger Store #458
Applicant: Bruce Lucia
Business Address: 1365 W. Walnut Ave
Type: Beer Pouring, Wine Pouring
Disposition: New License Addition

Business Owner: Brotown LLC
d/b/a: DosBros
Applicant: Purvi Patel
Business Address: 100 West Walnut Ave Suite 74
Type: Pouring Beer
Disposition: New

Business Owner: BP Express 2201, LLC
d/b/a: The Corner Mart
Applicant: Simple Kapoor
Business Address: 2201 Chattanooga Rd.
Type: Package Beer
Disposition: New

PUBLIC SAFETY COMMISSION RECOMMENDATIONS

....Cont'd

Business Owner: Walgreen Co.
d/b/a: Rite Aid #11829
Applicant: Walgreen Co.
Business Address: 1320 Cleveland Highway
Type: Package Beer, Package Wine
Disposition: Owner Change

Business Owner: La Tiendita, LLC
d/b/a: La Tiendita
Applicant: Maria R. Maldonado
Business Address: 700 Redwine St. Suite 2
Type: Package Beer
Disposition: New

On the motion of Alderman Wood, second Alderman Crews, the Mayor and Council approved the Alcohol Beverage Applications. The vote was unanimous in favor.

GEORGIA FUND 1 BANKING RESOLUTION TO AUTHORIZE INVESTMENT FOR CITY OF DALTON AND CITY OF DALTON BUILDING AUTHORITY

The Mayor and Council reviewed a Resolution to authorize investment for the City of Dalton and the City of Dalton Building Authority. The resolution authorized those entities to invest funds through the local government investment pool and to deposit funds available for investment in Georgia Fund 1.

The Resolution additionally provides for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Georgia Code Section 36-83-8 under the direction of the State Depository Board. The Resolution provides that all such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer.

On the motion of Alderman Crews, second Alderman Harlan, the Resolution was adopted. The vote was unanimous in favor. A copy of the Resolution is a part of these minutes.

CONTRACT AGREEMENT WITH SOUTHERN JANITORIAL SERVICES FOR DALTON CITY HALL

The Mayor and Council reviewed the Contract Agreement with Southern Janitorial Services for Dalton City Hall in the amount of \$1,545.00 per month that includes cleaning of the Council Chambers on a weekly basis. On the motion of Alderman Goodlett, second Alderman Harlan, the Mayor and Council approved the Contract. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION

- Ordinance 18-03

The Mayor and Council reviewed Ordinance 18-03 at the request of Shawn Javed to rezone from General Commercial (C-2) to Rural Residential (R-5) two adjacent tracts of land (parcels 12-218-06-003, 059) containing a total of 0.32 acres located at 511 Martin Luther King Jr. Blvd.

On the motion of Alderman Wood, second Alderman Harlan, the Mayor and Council accepted the Dalton-Whitfield Planning Commission Recommendation and approved Ordinance 18-03. The vote was unanimous in favor.

Annexation Request

- Ordinance 18-02

The Mayor and Council reviewed the Annexation Request of Russell Scott Cunningham To Annex lot 156 of Valley Brook Subdivision Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council accepted the Dalton-Whitfield Planning Commission Recommendation and approved the annexation request with the stipulation that the property must be connected to City Sewer. The vote was unanimous in favor.

APPOINTMENT - NORTHWEST GEORGIA TRADE AND CONVENTION CENTER AUTHORITY

On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council confirmed the appointment of Jamie Upton to the Northwest Georgia Trade and Convention Center Authority for a 2-year term to expire January 31, 2020. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:08 p.m.

Gesse Cabrera
Deputy City Clerk

Dennis Mock, Mayor

Recorded _____
Approved: _____
Posted: _____

ORDINANCE NO. 18-04

To Rezone Property Of Thornton Storage, LLC From A C-4 Classification To A C-2 Classification; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, Thornton Storage, LLC has petitioned for rezoning of its property from a C-4 classification to a C-2 classification; and

WHEREAS, all other procedures as required by Georgia law have been followed.

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

Section 1.

The real property as described in Exhibit "A" (the "Property"), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from a C-4 classification to a C-2 classification on the condition that the following uses shall be prohibited on the Property: truck terminal, recycling center, heavy equipment repair, saw mill/lumber yard, wrecker service and temporary storage, machine shop or fabrication, homeless facility, flea market, business/industrial equipment supplies, equipment rental, crematorium, bottle gas storage/distribution, automobile repair/bodyshop, auto and truck sales and adult entertainment establishments.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk is instructed to send a copy of this Ordinance to the Dalton-Whitfield Zoning Administrator with a request to record this rezoning on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

Section 5.

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

SO ORDAINED this _____ day of _____, 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

EXHIBIT "A"

Tract 1:

A certain tract or parcel of land lying and being in Land Lot 200 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

BEGINNING AT THE TRUE POINT OF AND PLACE OF BEGINNING, BEING a railroad spike marking the intersection of the western right of way line of Prater A venue (a 25 foot right of way at that point) and the northern right of way line of West Hawthorne Street (a 40 foot right of way); thence continuing along the northern right of way line of West Hawthorne Street run South 89 degrees 05 minutes 52 seconds West a distance of 140.07 feet to capped ½" rebar placed; thence leaving said right of way line run North 01 degrees 13 minutes 31 seconds West a distance of 88.87 feet to a ½" rebar found; thence run South 89 degrees 40 minutes 39 seconds West a distance of 142.76 feet to a ½" capped rebar placed on the eastern right of way line of North Thornton Avenue (a 50 foot right of way at that point); thence continuing along said eastern right of way line run North 00 degrees 35 minutes 03 seconds West a distance of 221.33 feet to a point; thence run North 00 degrees 21 minutes 40 seconds East a distance of 179.61 feet to a point; thence run North 00 degrees 47 minutes 56 seconds West a distance of 154.50 feet to a point; thence following along a curve turning to the left with an arc length of 236.20 feet, and a radius of 3821.75 feet to a mag nail set in asphalt, such arc being subtended by a chord bearing of North 02 degrees 36 minutes 33 seconds West, and having a chord length of 236.16 feet; thence leaving said right of way line run South 88 degrees 54 minutes 02 seconds East a distance of 87.17 feet to a ½" rebar found on the southerly right of way line of Western and Atlantic Railroad (a 66 foot right of way); thence continuing along said southerly railroad right of way line run South 43 degrees 03 minutes 37 seconds East a distance of 98.60 feet to a ½" rebar found; thence run South 44 degrees 48 minutes 45 seconds East a distance of 74.28 feet to a point; thence run South 45 degrees 20 minutes 45 seconds East a distance of 86.55 feet to a ½" rebar found; thence run South 47 degrees 28 minutes 11 seconds East a distance of 19.93 feet to a ½" rebar found; thence leaving said southerly railroad right of way line run South 01 degrees 07 minutes 27 seconds East a distance of 61.50 feet to a ½" rebar found; thence run South 01 degrees 20 minutes 55 seconds East a distance of 38.87 feet to a point; thence South 73 degrees 39 minutes 03 seconds East a distance of 21.03 feet to a point; thence run South 01 degrees 39 minutes 18 seconds East a distance of 99.60 feet to a point marking the northeast corner of Prater A venue right of way (a 20 foot right of way at that point); thence run along the northern right of way line of Prater Avenue South 88 degrees 20 minutes 42 seconds West a distance of 20.00 feet to a point marking the northwest corner of Prater A venue right of way; thence continuing along the western right of way line of Prater Avenue run South 01 degrees 39 minutes 18 seconds East a distance of 159.71 feet to a point on the western right of way line of Prater Avenue (having a 25 foot right of way at that point); thence run South 01 degrees 04 minutes 56 seconds East a distance of 310.48 feet to a railroad spike found; which is the TRUE POINT AND PLACE OF BEGINNING, having an area of 4.907 acres more or less.

Tract 2:

A certain tract or parcel of land lying and being in Land Lot 200 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

COMMENCING at a railroad spike marking the intersection of the western right of way line of Prater Avenue (a 25 foot right of way at that point) and the northern right of way line of West Hawthorne Street (a 40 foot right of way); thence North 06 degrees 07 minutes 12 seconds West a distance of 201.46 feet to a ½" rebar found and on the eastern right of way line of Prater Avenue and the TRUE POINT OF BEGINNING; thence run along the eastern right of way line of Prater Avenue North 00 degrees 49 minutes 29 seconds West a distance of 50.22 feet to a ½" capped rebar placed; thence leaving the eastern right of way of Prater Avenue run South 89 degrees 3 7 minutes 05 seconds East a distance of 170.05 feet to a point; thence run South 00 degrees 13 minutes 4 7 seconds East a distance of 51.55 feet to a point; thence run North 89 degrees 10 minutes 00 seconds West a distance of 169.55 feet to a ½" rebar found; which is the TRUE POINT OF BEGINNING, having an area of 0.198 acre.

The above described tracts or parcels of land are more particularly delineated on that certain ALT A/NSPS Land Title Survey prepared for Thornton Storage, LLC, Chicago Title Insurance Company and Branch Banking and Trust Company, prepared by Massey Surveying Incorporated, dated November 7, 2017, and bearing the seal of H. Gregory Massey, GA RLS 2760, to which Survey reference is made for all purposes.

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 1, 2018

SUBJECT: The request of Thornton Storage, LLC to rezone from Transitional Commercial (C-4) to General Commercial (C-2) 11 adjacent tracts of land totaling 5.1 acres located at 432 Thornton Avenue Dalton, GA (Parcels 12-200-23-008,009, Et al) (City)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on February 26, 2018 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 six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Henry Tharpe, the property owner's and rezoning petitioner's attorney.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested C-2 rezoning only if the use restrictions recommended within the staff analysis conclusion were included in the final rezoning action. Ms. Mathis inquired as to why a special use permit had not been sought by the petitioner rather than the C-2 rezoning. Mr. Calhoun replied that, in the case of the petitioner's request, exterior storage for boats, campers, and recreational vehicles, would not be permitted within the C-4 zone district therefore a C-2 rezoning is the only option to satisfy the needs of this request. Chairman Laughter questioned the need for a C-2 rezoning when mini-warehouses are permitted within the subject property's current zone district. Mr. Calhoun re-stated that due to external storage uses requested by the petitioner a C-2 rezoning was necessary for their plans.

Henry Tharpe, the petitioner's attorney, affirmed that the staff analysis was accurate with the exception of the transportable storage pods that would not be a part of the petitioner's proposed business. Mr. Tharpe then stated that the petitioner's needs for greater flexibility than recommended by the staff analysis. Mr. Tharpe went on to state that the petitioner would agree to the restrictions of a lumber yard/sawmill, Homeless Facility, Flea Market, and Crematorium on the subject property but would not support any of the other use restrictions recommended in the staff analysis. Mr. Tharpe noted that the petitioner had received interest from a potential tenant with the desire to operate a machine shop within the existing structure on the tract of the subject property on the east R/W of Prater Avenue. Ms. Mathis inquired if the owner would consider creating a visual buffer along some of the subject

property's border especially along the northern property boundary that will be visible from the Dalton Green Hat trail to downtown from Haig Mill and Mt. Rachael. Mr. Tharpe replied by stating that some screening would occur along the subject property's eastern border adjacent to the cement manufacturing facility. Chairman Lidderdale inquired where the subject property's street access will be. Mr. Tharpe stated that the street access to the subject property will primarily be from Thornton Avenue with the exception of the smaller eastern parcel which is accessed via Prater Avenue. Chairman Lidderdale confirmed with Mr. Tharpe that the machine shop was currently the only desired use of the subject property that is recommended to be restricted in the staff analysis and that the petitioner's disapproval of the other recommended restrictions was out of desire for general flexibility.

Chairman Laughter stated that, as a downtown Dalton business owner and member of Dalton First Baptist Church, she would like to see adult entertainment uses prohibited along with the other uses noted in the staff analysis. Chairman Laughter went on to state that she also felt that since halfway houses are permitted in C-4 but not C-2 sends a negative message to individuals interested in making positive life changes.

With no other comments heard for or against this public hearing closed 6:52p.m.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-2 rezoning. **Mr. Minor and Mr. Thomas recused themselves from this recommendation and exited the chambers. Ms. Mathis stated her concern with the confliction with the Town Neighborhood Revitalization character area as well as the potential for unattractive uses in view shed of the Dalton Green Hat trail system. Mr. DeLay made a motion to recommend the requested C-2 rezoning based on his agreement with the content of the staff analysis including all of the proposed restrictions with the addition of Adult Entertainment Establishments to the list of restricted uses. Mr. McCoy seconded the motion and a recommendation followed, 2-1. Mr. Minor and Mr. Thomas re-entered the chambers after the vote passed.**

FOR OFFICE USE ONLY:
DATE RECEIVED: 1/22/2018

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

**APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP**

Dalton: X
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Thornton Storage, LLC Telephone: 678-296-2280

Mailing Address: c/o Brown Realty Advisors, 1303 Hightower Trail, Ste 205, Atlanta, GA
30350

Email: bo@brownra.com

Address of Property to be Rezoned: 432 N. Thornton Ave., Dalton, GA 30720

Amendment to: Zoning Map X Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 5.102 acres; _____ square feet

Existing Zone Classification: C-4

Proposed Zone Classification: C-2

Present Use of Property: Vacant Lumberyard

Proposed Use of Property: Mini Warehouses; outdoor storage of boats, RVs, campers, etc.; indoor climate control storage; warehousing for commercial & industrial users
If multi-family, total number of units: _____

Average size of unit (optional): _____ square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

THORNTON STORAGE, LLC

By: Chantaybar Thornton, LLC, its Manager

By: Barden R. Brown, Jr.
Barden R. "Bo" Brown, Jr., Managing Member

Date: 1/22/18

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

Owns an interest in Thornton Storage, LLC and is the managing
member of Chantaybar Thornton, LLC, the manager of Thornton Storage, LLC
12-200-23-008
12-200-23-009 12-200-23-015 12-200-23-021
12-200-23-010
12-200-23-011 12-200-23-016
12-200-23-013 12-200-23-017
12-200-23-014 12-200-23-020

I appoint Henry C. Tharpe, Jr. my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

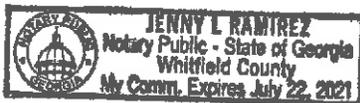
Salwa R. Stone

Owner

Sworn to and subscribed
before me, this 22 day
of January, 2018

Jenny L. Ramirez
Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 1/22/18

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) NO

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) NO

If so, describe the nature and extent of such interest:

1

If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2

Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) NO

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 22nd day of January, 2018.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT***

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 01/22/18

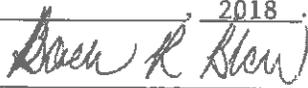
Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) of more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) NO

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 22nd day of January, 2018.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

LEGAL DESCRIPTION FOR
THORNTON STORAGE, LLC

EXHIBIT "A"

(Legal Descriptions from Current Survey)

Tract 1:

A certain tract or parcel of land lying and being in Land Lot 200 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

BEGINNING AT THE TRUE POINT OF AND PLACE OF BEGINNING, BEING a railroad spike marking the intersection of the western right of way line of Prater Avenue (a 25 foot right of way at that point) and the northern right of way line of West Hawthorne Street (a 40 foot right of way); thence continuing along the northern right of way line of West Hawthorne Street run South 89 degrees 05 minutes 52 seconds West a distance of 140.07 feet to capped ½" rebar placed; thence leaving said right of way line run North 01 degrees 13 minutes 31 seconds West a distance of 88.87 feet to a ½" rebar found; thence run South 89 degrees 40 minutes 39 seconds West a distance of 142.76 feet to a ½" capped rebar placed on the eastern right of way line of North Thornton Avenue (a 50 foot right of way at that point); thence continuing along said eastern right of way line run North 00 degrees 35 minutes 03 seconds West a distance of 221.33 feet to a point; thence run North 00 degrees 21 minutes 40 seconds East a distance of 179.61 feet to a point; thence run North 00 degrees 47 minutes 56 seconds West a distance of 154.50 feet to a point; thence following along a curve turning to the left with an arc length of 236.20 feet, and a radius of 3821.75 feet to a mag nail set in asphalt, such arc being subtended by a chord bearing of North 02 degrees 36 minutes 33 seconds West, and having a chord length of 236.16 feet; thence leaving said right of way line run South 88 degrees 54 minutes 02 seconds East a distance of 87.17 feet to a ½" rebar found on the southerly right of way line of Western and Atlantic Railroad (a 66 foot right of way); thence continuing along said southerly railroad right of way line run South 43 degrees 03 minutes 37 seconds East a distance of 98.60 feet to a ½" rebar found; thence run South 44 degrees 48 minutes 45 seconds East a distance of 74.28 feet to a point; thence run South 45 degrees 20 minutes 45 seconds East a distance of 86.55 feet to a ½" rebar found; thence run South 47 degrees 28 minutes 11 seconds East a distance of 19.93 feet to a ½" rebar found; thence leaving said southerly railroad right of way line run South 01 degrees

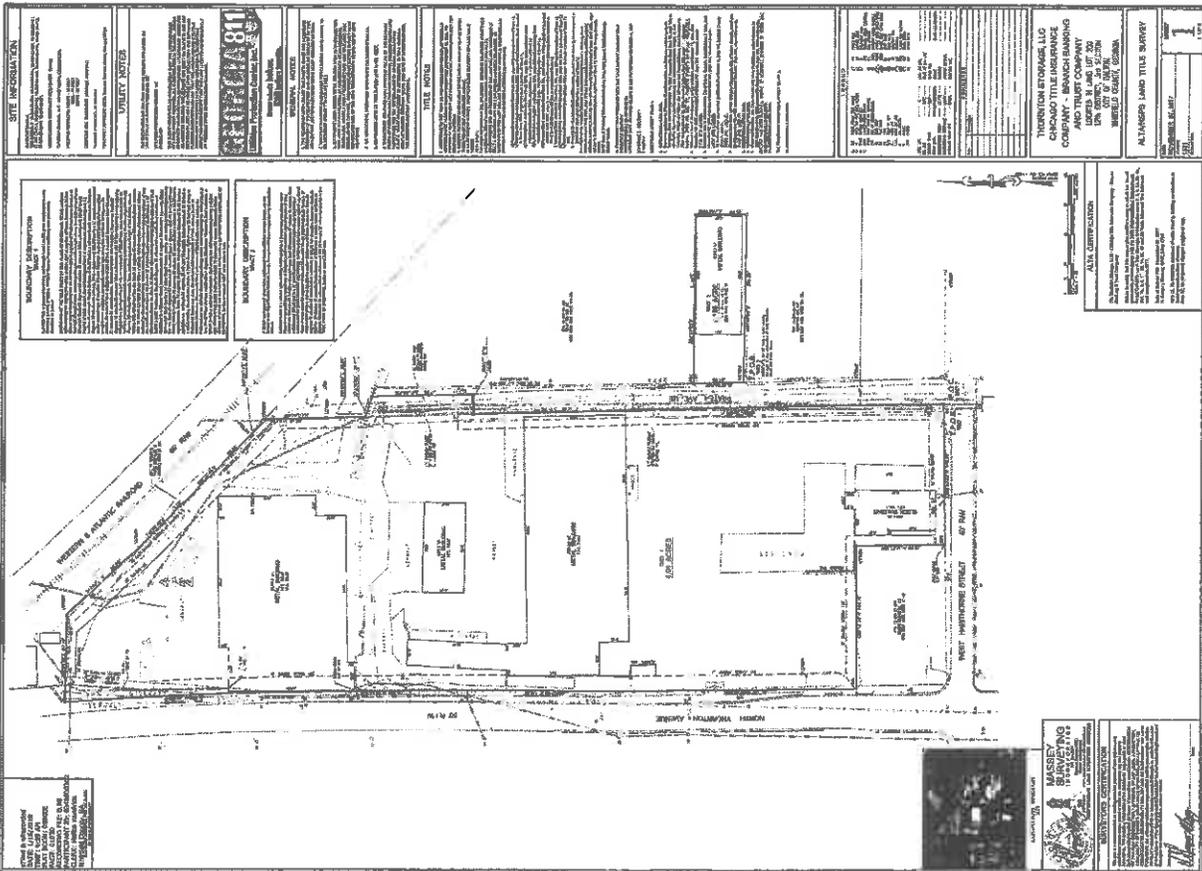
07 minutes 27 seconds East a distance of 61.50 feet to a ½” rebar found; thence run South 01 degrees 20 minutes 55 seconds East a distance of 38.87 feet to a point; thence South 73 degrees 39 minutes 03 seconds East a distance of 21.03 feet to a point; thence run South 01 degrees 39 minutes 18 seconds East a distance of 99.60 feet to a point marking the northeast corner of Prater Avenue right of way (a 20 foot right of way at that point); thence run along the northern right of way line of Prater Avenue South 88 degrees 20 minutes 42 seconds West a distance of 20.00 feet to a point marking the northwest corner of Prater Avenue right of way; thence continuing along the western right of way line of Prater Avenue run South 01 degrees 39 minutes 18 seconds East a distance of 159.71 feet to a point on the western right of way line of Prater Avenue (having a 25 foot right of way at that point); thence run South 01 degrees 04 minutes 56 seconds East a distance of 310.48 feet to a railroad spike found; which is the TRUE POINT AND PLACE OF BEGINNING, having an area of 4.907 acres more or less.

Tract 2:

A certain tract or parcel of land lying and being in Land Lot 200 in the 12th District and 3rd Section in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

COMMENCING at a railroad spike marking the intersection of the western right of way line of Prater Avenue (a 25 foot right of way at that point) and the northern right of way line of West Hawthorne Street (a 40 foot right of way); thence North 06 degrees 07 minutes 12 seconds West a distance of 201.46 feet to a ½” rebar found and on the eastern right of way line of Prater Avenue and the TRUE POINT OF BEGINNING; thence run along the eastern right of way line of Prater Avenue North 00 degrees 49 minutes 29 seconds West a distance of 50.22 feet to a ½” capped rebar placed; thence leaving the eastern right of way of Prater Avenue run South 89 degrees 37 minutes 05 seconds East a distance of 170.05 feet to a point; thence run South 00 degrees 13 minutes 47 seconds East a distance of 51.55 feet to a point; thence run North 89 degrees 10 minutes 00 seconds West a distance of 169.55 feet to a ½” rebar found; which is the TRUE POINT OF BEGINNING, having an area of 0.198 acre.

The above described tracts or parcels of land are more particularly delineated on that certain ALTA/NSPS Land Title Survey prepared for Thornton Storage, LLC, Chicago Title Insurance Company and Branch Banking and Trust Company, prepared by Massey Surveying Incorporated, dated November 7, 2017, and bearing the seal of H. Gregory Massey, GA RLS 2760, to which Survey reference is made for all purposes.



SITE INFORMATION
 PROJECT: [illegible]
 LOCATION: [illegible]
 DATE: [illegible]

UTILITY NOTES
 [illegible text regarding utility lines and easements]

GENERAL NOTES
 [illegible text regarding construction and site requirements]

TITLE NOTES
 [illegible text regarding title and legal descriptions]

[illegible text, likely additional notes or specifications]

NO.	DESCRIPTION	DATE
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]

THORNTON STORAGE, LLC
 COMPANY - BRANCH BANKING
 AND TRUST COMPANY
 1000 WEST 11TH STREET
 DENVER, COLORADO 80202
 A. LANGRISH LAND TITLE SERVICE

BOUNDARY DESCRIPTION
 [illegible text describing the site boundaries]

BOUNDARY DESCRIPTION
 [illegible text describing the site boundaries]

ALTA CERTIFICATION
 [illegible text regarding the accuracy of the plan]

SCALE
 [illegible text regarding the drawing scale]

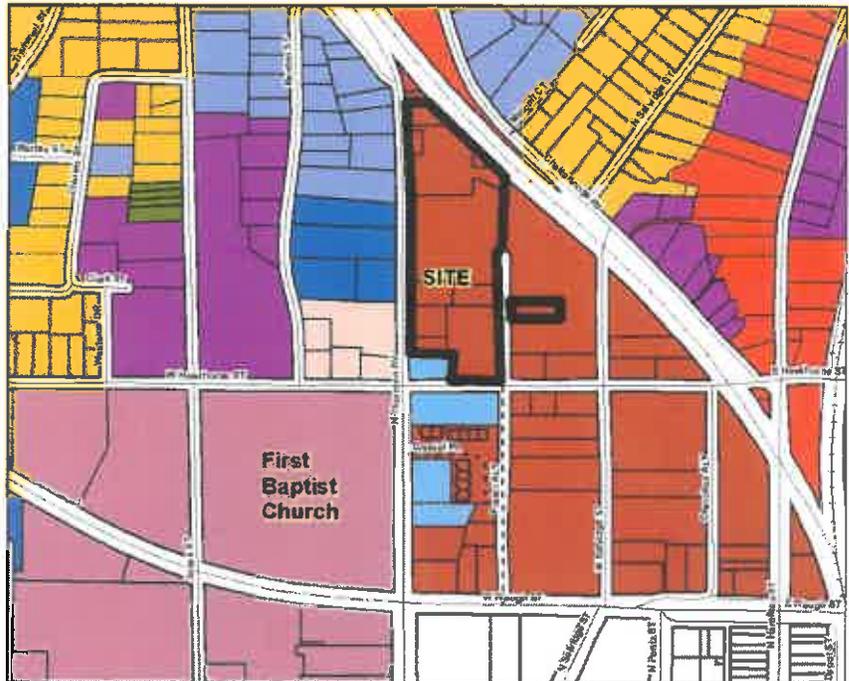
MASSEY ENGINEERING
 1000 WEST 11TH STREET
 DENVER, CO 80202
 [illegible text and signature]

**Thornton Storage Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



ZONING	
	Medium Density Single Family Residential (R-3)
	Rural Residential (R-5)
	Transitional Residential (R-6)
	High Density Residential (R-7)
	Mixed Use (MU)
	Neighborhood Commercial (C-1)
	Limited Commercial (C-1A)
	General Commercial (C-2)
	Transitional Commercial (C-4)
	Heavy Manufacturing (M-2)

**Feet
300**



**Thornton Storage Rezoning Request
C-4, Transitional Commercial
to
C-2, General Commercial
City of Dalton Jurisdiction**



**Feet
300**



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

ZONING CASE: Thornton Storage, LLC is seeking to rezone from Transitional Commercial (C-4) to General Commercial (C-2) 11 adjacent tracts of land (parcels 12-200-23-008, 009, Et al.) containing a total of 5.1 acres. These 11 adjacent parcels previously made up the site for the former Baldrige Lumber Company and contain several large storage and light industrial structures. The rezoning request to C-2 is sought to convert the existing property into a multi-functional storage facility providing indoor and outdoor storage including, but not limited to, boats, RVs, campers, transportable storage pods, and individual on-site storage units.

The surrounding uses and zoning are as follows: 1) to the north, are two adjacent tracts of which one tract is significantly smaller than the subject property occupying the C-4 zone district and containing a small office structure. Across the RR tracks is a tract approximately ¼ the size of the subject property's total size containing two mini-warehouses and occupying the C-2 zone district; 2) to the east, are two adjacent tracts occupying the C-4 zone district. The larger of the eastern adjacent tracts contains a non-conforming cement manufacturing facility while the smaller of the eastern adjacent tracts contains a single family detached structure; 3) to the south, are two adjacent tracts significantly smaller than the subject property both occupying the Mixed Use MU zone district. Both of the southern adjacent tracts contains a single family detached style structure previously utilized as offices; and 4) to the west, are eight adjacent tracts that range in size and use from single family detached dwellings, multi-family dwellings, and office buildings.

Various uses are seen throughout this area due to the proximity to the City's central business district or downtown. The zoning and land use surrounding the subject property is somewhat consistent with the exception of the cement manufacturing facility.

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

<u>Administrative Matters</u>		Yes	No	N/A
A.	Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B.	Have all procedural requirements been met?	<u>X</u>	—	—
	1. Legal ad Feb. 3, 2018 (23 days notice)			
	2. Property posted Feb. 2, 2018 (Yes -- one sign on the lot frontage; 24 days notice.)			
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:			
	100-year flood plain (land is filled to the 100-year flood level)	—	<u>X</u>	—
	Site Plan (none required)	—	<u>X</u>	—
	Buffer Zones (none required)	—	<u>X</u>	—
	Soil Erosion/Sedimentation Plan	—	<u>X</u>	—
	Storm Water Requirements	—	<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.

The subject property is flanked along the majority of its border by commercially zoned and utilized tracts ranging in intensity from Limited Commercial to General Commercial. This portion of Thornton Avenue corridor has been primarily a commercial corridor for many years. The requested use for a storage facility on the subject property would not be considered an intensive use at this location. There are, however, a number of uses allowed in the requested C-2 zone district that would be inappropriate at this location due to the proximity to the downtown as well as the location along the "Dalton Green Hat" corridor connecting downtown to the Crown Mill area as well as Mt. Rachael and the, soon to be, Haig Mill park.

(B) Whether the proposed C-2 amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The current C-4 zone is a commercial zone aimed at permitting uses that would mirror the uses permitted within the Downtown zone district while requiring off-street parking rather than the on-street parking allowed in the downtown. The C-2 zone district is the least restrictive commercial zone in the ordinance and allows many high intensity commercial uses. Given the total size of the subject property and the flexibility of the C-2 zone district a rather large commercial development could occur on the subject property other than the requested storage facility in the future. Based on the petitioner's request, however, there is no expectation that the proposed storage facility would be a burden on any of the adjacent properties if approved. It is fair to say that the previous use of the subject property as a lumber yard was actually a more intensive use than the proposed storage facility by generating more noise, traffic, and day to day operations.

(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.

Given that the subject property is zoned C-4 there are a fair amount of commercial uses already permitted. For instance, the subject property could already be utilized for mini-warehouses similar to the development on the northern adjacent tract across the railway. There are, however, some uses permitted in C-2 that would be appropriate for the subject property's

location. Since the closing of Baldrige Lumber Co. over five years ago the subject property has been vacant and for sale until very recently. This may be due in part to the effects of the recession along with some of the existing characteristics of the site to a greater degree than zoning restrictions.

(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 stated previously, the proposed C-2 zone is a more intensive zone district than the current C-4 zone district. There are, however, quite a few shared uses between the C-2 and C-4 zone districts. This rezoning, if approved, would allow the new owners to utilize the subject property for an overall low intensive use generating sales tax revenue rather remaining vacant and unutilized.

(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.

There would be no burden on infrastructure or utilities created by rezoning the subject property considering existing utility availability. As stated previously, the increase in intensity permitted in C-2 when compared to what is permitted in C-4 is not such that utilities or infrastructure would be compromised if this petition were to be approved.

(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. 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. When observing the subject property's current C-4 zoning, development, and surroundings it is fair to say that there is no existing housing stock or development that would satisfy the intent of this character area. In order to satisfy the intent of this character area a rather significant up-front investment would be necessary to re-develop the site from its current character.

(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.

None identified. As previously stated, the proposed C-2 zone technically already exists adjacent to the subject property. There is, however, a notable physical separation of the C-2 zone district and the subject property by the railway. This proposed C-2 rezoning, overall, is simply an increase in permitted uses in an existing commercialized area.

(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.

The subject property, as stated previously, has been vacant for at least five years until being sold to the new owners quite recently. The subject property's overall size, previous shared ownership, and light industrial appearance, aging structures, and the recent economic recession, created a limited environment for the subject property to be marketable.

CONCLUSION: This analysis is not as simple as it may first appear due to the proximity to the downtown and the greater vision of development surrounding the downtown.

The staff can provide a recommendation for the C-2 zone at this location based on the following reasons and conditions:

- 1) By rezoning the subject property to C-2, the permitted uses would reflect the character of the subject property as well as the character of multiple adjacent and nearby tracts.
- 2) The residential C-2 request is not considered consistent with the Town Neighborhood Revitalization character area in the comprehensive plan, but there are considerations given to the subject property when reviewing past development of the site as well as adjacent properties.
- 3) There is not an expectation that this rezoning will have any negative economic impact on the surrounding or nearby tracts based on the site's previous use and low-intensity proposed use.
- 4) Staff recommend this rezoning, if approved, be contingent on the conditions that certain uses are to be prohibited on the subject property even though they are permitted in C-2 based on the fact they could have a negative impact on the aesthetics approaching the downtown area as well as economic values of the adjacent residential neighborhoods.

Prohibited uses upon the subject property shall include the following along with any further recommendation by the Planning Commission; Truck Terminal, Recycling Center, Heavy Equipment Repair, Saw Mill/Lumber Yard, Wrecker Service and Temporary Storage, Machine Shop or Fabrication, Homeless Facility, Flea Market,

Business/Industrial Equipment Supplies, Equipment Rental, Crematorium, Bottle Gas Storage/Distribution, Automobile Repair/Bodyshop, Auto and Truck Sales.

Local Government Approval

This form is required for Emergency Shelter applications only.

To:	Georgia Department of Community Affairs		
Subject:	2018 Application for Emergency Solutions Grants Program (ESG)		
Applicant:	NW GA Family Crisis Center, Inc.	HMIS Agency Name:	N/A

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Northwest Georgia Family Crisis Center, Inc	Emergency Shelter	N/A	\$50,000
Total DCA Funds Requested:			\$50,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Dalton

Name of Approving Local Government

By: **Mayor Dennis Mock**

Name of Authorized Official Signature of Authorized Official Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email: john.shereikis@dca.ga.gov.

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State –
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2018 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Northwest Georgia Family Crisis Center, Inc.

Project Name(s): Northwest Georgia Family Crisis Center, Inc. - Emergency

Project Type: Emergency Shelter

Location(s) of the Project(s): Dalton, Georgia

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: **Emergency Solutions Grants** **HOPWA**

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Mayor Dennis Mock

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email john.shereikis@dca.ga.gov

Jason Parker
Chief of Police
jparker@cityofdalton-ga.gov
www.daltonpd.com
www.cityofdalton-ga.gov/police



Public Safety Commission

Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: March 15, 2018

To: Asst. Chief Cason

From: Capt. Chris Cooke

A handwritten signature in blue ink, consisting of the letters "CW" in a stylized, cursive font.

Re: Bids on Lawn Service

We received two bids for the lawn care service and I have attached the bids and bid sheet. Based on the price, I recommend we sign the contract with Imperial Landscapes. The contract is for a year and can be renewed or cancelled with written notice. I will meet with the owner of the company to ensure a written plan is formulated outlining all of the services with a reliable point of contact.

RE: Bid # 20180513



Imperial Landscapes, Inc. Maintenance Contract
 Landscaping Irrigation Lawn Maintenance
 429 Hwy 2, Tunnel Hill, Ga. 30755
 (706) 694-0075

Name/Address: City of Dalton, Dalton Police Department
 301 Jones Street
 Dalton, GA 30720

Jobsite: Dalton Police Station ***Includes all materials & services***

Lawn & Landscapes Maintenance Contract Agreement

Imperial Landscapes, Inc. (hereafter ILI) agrees the following services will be performed upon the terms herewith:

 Single Service Agreement: I request Imperial Landscapes, Inc., to perform the following services on a one time basis with no additional services rendered at this time under this contract.

 X **Annual Service Agreement:** The terms of this Agreement shall commence on 04-01-2018 and shall continue in full and is effective for a period of one year unless terminated earlier by a thirty day written notice from either party to the other. If terminated during the year, the parties agree to allocate annual cost based upon a per man hour service performed. This Agreement will automatically renew each year unless written notice is given at least thirty days prior to the end of the contract term.

Services: The following services will be performed according to the time table established below. Any change in this table must be requested by the Client one week prior to the next scheduled visit. In the event of weather delays, ILI reserves the right to reschedule accordingly. The cost of service is based upon performing the service over the entire year properly unless otherwise noted. After the initial year, ILI may adjust the prices reflective upon a thirty day written notice to Client.

A. Standard Lawn Care Maintenance Program Beginning Bi-Weekly March 1 thru April 1 & Weekly April 1 thru October 15

X	Mowing, Cutting lawn areas. Vacuum lawns Diagonal Cuttings	April-Oct. weekly	Included
X	Trimming lawn areas	April-Oct. weekly	Included
X	Edging hardscapes & select bedlines	April-Oct. weekly	Included
X	Tip Pruning shrubbery & Ornamental trees	April-Oct. as needed	Included
X	Blowing, Cleaning Hardscapes	April-Oct. weekly	Included
X	Trash Removal	April-Oct. weekly	Included
X	Weed Removal in bed areas, Mechanically and or Chemically	April-Oct. weekly	\$2,254.00

B. Standard Leaf Removal Maintenance Program Beginning Bi-Weekly October 16 thru December 10

X	Landscape Maintenance & Leaf Removal.	Bi-Weekly	\$294.00
X	Pruning Crape Myrtles in January or February	Annually	\$392.00

C. Non-living Ground Cover (Mulch)

	Hardwood Mulch Installed	Annually	As Requested
X	Pine Mulch Installed. Trench Hardscapes & Bed Edge all bedlines	Annually	\$1,142.00
	Pine Straw Bales Installed	Annually	As Requested
	Other - Playground Chips Installed	Annually	As Requested

D. Healthy Turf and Landscape Chemical Program:

	Pre and Post Emergent Weed Control (PA1)	Early Spring	As Requested
	Pre and Post Emergent Weed Control (PA2)	Spring	As Requested
	Fertilization/Spot weed Control (PA3)	Early Summer	As Requested
	Fertilization/Spot weed Control (PA4)	Summer	As Requested
	Fertilization/Spot weed Control (PA5)	Early Fall	As Requested
	Fertilization/Spot weed Control (PA6) Warm Seasons requires PA7	Fall	As Requested
	Bed Space Areas Weed Control with Pre-Emergent Herbicide	Early Spring & Late Fall	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Early Spring	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Summer	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Fall	As Requested

E. Ornamentals and other services:

X	Spring Annual Color Installation per sq. ft. Installed	Spring, Summer Annals	\$297.00
X	Fall Annual Color Installation per sq. ft. Installed	Fall Pansies	\$297.00
X	Core Aeration in Spring and Core Aeration in Fall	Spring and Fall	\$322.00
	Irrigation Spring Start-up & Late Fall Shut Down	Spring & Fall	As Requested

Total Cost for Maintenance \$4,998.00

I, _____ grant permission for Imperial Landscapes, Inc., to maintain my landscaped property at location, Dalton Police Department 301 Jones Street Dalton, GA 30720 according to the contract terms stated above in the amount of \$4,998.00 or Four Thousand Nine Hundred Ninety Eight Dollars & 00/100 which shall equal \$416.50 per month for 12 months beginning date 04-01-2018.

Signature: _____ Date: / /

By: Jinaky M. Winters Imperial Landscapes, Inc. Date: 03/05/18

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "Agreement") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and City of Dalton a body corporate and political subdivision of the State of Georgia ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Gordon Street Bridge Painting and Repairs over CSXT located at Railroad Milepost 0WA-99.04, DOT Crossing No. 340546Y (the "Project")**.
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "Engineering Work"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "Plans"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 3.2.

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately \$3,850.00 (the "Estimate" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all

further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

CSXT OP# _____

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: _____

Attention: _____

- 8. **Entire Agreement.** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
- 9. **Waiver.** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 10. **Assignment.** CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
- 11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

Project: Gordon St. Bridge Repairs over CSXT
Dalton, Whitfield County, GA,
DOT # 340546Y, RRMP 0WA-99.04
Atlanta Division, W and A Sub-Division

CSXT OP# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Dalton, Georgia

By: _____
Name: Benny J. Dunn
Title: Public Works Director

CSX TRANSPORTATION, INC.

By: _____

CSXT Schedule PA
(Advance Payment – Preliminary Engineering Agreement)
PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated _____, 20____, between Agency and CSXT.

1.) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

2.) Email a copy of the payment and this form to: matt.meyer@arcadis.com

(All information below to be completed by Agency providing Payment)

<u>Check Payment Being Enclosed</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
<input checked="" type="checkbox"/>	_____	\$3,850.00 _____	_____
<input type="checkbox"/>	_____	_____	_____

Date: March 12, 2018

By: City of Dalton Public Works

Name: Andrew Parker

Title: Assistant Public Works Director

Phone: 706-278-7077

Email: aparker@cityofdalton-ga.gov

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER:	7/23/2018	DOT NO.: 340546Y
CITY: Dalton	COUNTY: Whitfield	STATE: GA
DESCRIPTION: Estimate of Preliminary Engineering cost to review proposed Gordon St Bridge Painting and Repairs over CSXT		
DIVISION: Atlanta	SUB-DIV: W & A	MILE POST: DWA-99.04
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	1,000
212 Contracted & Administrative Engineering Services (Arcadis)	\$	2,500
Subtotal	\$	<u>3,500</u>

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	-
212 Contracted & Administrative Engineering Services (Arcadis)	\$	-
Subtotal	\$	<u>-</u>

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	-
070 Additive (Transportation Department)	\$	-
050 Additive (Engineering Department)	\$	-
230 Per Diem (Engineering Department)	\$	-
230 Expenses	\$	-
Subtotal	\$	<u>-</u>

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL

\$ 3,500

900 <u>CONTINGENCIES:</u>	10.00%	\$	350
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GRAND TOTAL *****	\$	<u>3,850</u>
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DIVISION OF COST:

Agency	100.00%	\$	3,850
Railroad		\$	-
TOTAL *****		\$	<u>3,850</u>

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by:	M. Meyer, Arcadis	Approved by:	SW CSXT Public Project Group
DATE: 1/24/2018	REVISED:	DATE:	1/26/2018

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Dalton (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Dalton, Whitfield County, Georgia
AAR-DOT#: 719083G
Street /Bridge Name: Gordon Street
Description: Proposed Bridge Repairs over Norfolk Southern
Mile Post 40.10-H

Preliminary Engineering Cost Estimate: \$ 15,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting December 20, 2017. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY OF DALTON
Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY
Signature: _____
Name: **K. G. Hauschildt**
Title: **Chief Engr. Bridges & Structures**
Date: _____

FY 2018 - 2019 CDBG Applications - Summary
City of Dalton Program Office

Applicant	Project Type	Project Name	Number LMI Served	Total Amount of Request
Family Promise	Public Service-LMC	Case Manager for Families at Risk - Homeless	350	\$20,000
Northwest GA Family Crisis Center	Public Service-LMC	Housing Advocate Counselor	1,629	\$11,740
Housing Authority of the City of Dalton	Public Facility-LMH	64 units HVAC upgrades	167	\$275,000
City of Dalton	Code Enforcement	Code Enforcement in Local Target Area	500	\$14,680
City of Dalton	Administration	CDBG Administration	N/A	\$68,580
TOTAL				\$390,000

		<u>Estimated Award Amount</u>	<u>Requested</u>
Administration**	20% max	\$ 78,000	\$68,580
Public Service	15% max	58,500	\$31,740
Public Facilities		253,500	\$289,680
		\$ 390,000	\$390,000

**2017 Budget Amendment
Budget Amendment #5**

GENERAL FUND	Increase (Decrease)	
Revenues & Transfers-In		
Taxes	\$ 994,000	(1)
Interest Income	35,000	(1)
Interest and penalties	25,000	(1)
Donations - restricted	90,000	(2)
Proceeds from sale of assets	(400,000)	(3)
Transfer in - sales tax	177,000	(1)
Transfer in - utility transfer fee	162,000	(1)
	<u>\$ 1,083,000</u>	
Expenditures & Transfers-out		
Fire department - wages and benefits	\$ (225,000)	(4)
Police department - wages and benefits	(175,000)	(4)
Public works – wages and benefits	(175,000)	(4)
Public works - gas/oil & street lights	(125,000)	(4)
Parks and recreation - wages and benefits	(215,000)	(4)
Recreation - supplies and contract services	(50,000)	(4)
Administration - wages and benefits	(59,000)	(4)
Administration - legal	(15,000)	(4)
Finance - computer software support	(20,000)	(4)
Municipal court - wages and benefits	(15,000)	(4)
Municipal court - contract services and legal	(10,000)	(4)
Payments to other agencies - DWCDC	44,100	(5)
Pension contingency	(117,500)	(4)
Transfer to - capital acquisition fund	(46,000)	(4)
Transfer to - airport grant fund	(57,700)	(4)
Transfer to - TAD fund	(15,000)	(4)
	<u>\$ (1,276,100)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 2,359,100</u>	

- (1) To adjust to actual after modified accrual entries (taxes = property, TAVT, insurance premium)
- (2) To record donations for Haig Mill Park and downtown streetscape
- (3) To remove anticipated sale of depot
- (4) To adjust to actual after modified accrual entries
- (5) To adjust for additional funds provide for 50/50 split with county for outstanding payroll

T-SPLOST 2007

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Intergovernmental revenue - T-SPLOST	\$ (1,177,000)	(1)
	<u>\$ (1,177,000)</u>	
Expenditures & Transfers-out		
T-SPLOST College Drive project 2.6	\$ (1,177,000)	(1)
	<u>\$ (1,177,000)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) Adjustment to reflect actual reimbursements and expenditures for road projects

CDBG Fund

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Intergovernmental revenue - federal funds	\$ (197,000)	(1)
	<u>\$ (197,000)</u>	
Expenditures & Transfers-out		
Public facility	\$ (197,000)	(1)
	<u>\$ (197,000)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1) Adjustment to reflect actual allocated and unspent funds at year end

ECONOMIC DEVELOPMENT FUND - JDA

	<u>(Decrease)</u>	
Revenues & Transfers-In		
PILOT Payment	\$ 45,915	(1)
	<u>\$ 45,915</u>	
Expenditures & Transfers-out		
	<u>\$ -</u>	(1)
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 45,915</u></u>	

(1) To reflect PILOT payment received for tax abatement deal through JDA

CONFISCATED ASSET FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Proceeds from sale of assets	\$ 18,540	(1)
	<u>\$ 18,540</u>	
Expenditures & Transfers-out		
Various expenditures	\$ (19,790)	(1)
	<u>\$ (19,790)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 38,330</u></u>	

(1) Adjustment to reflect actual amounts received and unspent funds at year end

AIRPORT IMPROVEMENT GRANT

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Intergovernmental - federal	\$ (1,479,500)	(1)
Intergovernmental - state	(84,400)	(1)
Intergovernmental - local	(57,700)	(1)
	<u>\$ (1,621,600)</u>	
Expenditures & Transfers-out		
Capital outlay	\$ (1,621,600)	(1)
	<u>\$ (1,621,600)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) Adjustment to reflect actual unexpended grant and local match at yearend Rehab and Overlay Apron Phase 1

TAD DISTRICT #1 FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Property taxes	\$ 4,965	(1)
Interest earned	15	(1)
Transfer in - general fund	(15,000)	(1)
	<u>\$ (10,020)</u>	
Expenditures & Transfers-out		
Various expenditures	\$ (15,000)	(1)
	<u>\$ (15,000)</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 4,980</u>	

- (1) To adjust to actual property tax received and expenditures for TAD #1

TAD DISTRICT #2 FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Application fee	\$ 10,000	(1)
	<u>\$ 10,000</u>	
Expenditures & Transfers-out		
Legal fees	\$ 620	(1)
	<u>\$ 620</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 9,380</u>	

- (1) To adjust to actual property tax received and expenditures for TAD #1

HOTEL-MOTEL TAX FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Hotel-motel tax revenue	\$ 209,000	(1)
	<u>\$ 209,000</u>	
Expenditures & Transfers-out		
Transfer out to general fund	\$ 177,000	(1)
Transfer to CVB	32,000	
	<u>\$ 209,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) To adjust to actual hotel-motel tax revenue generated
 (2) To adjust to actual funds transferred to general fund and 1% due to CVB as the City's designated marketing organization

SPLOST 2015 (Pay Go) CAPITAL PROJECT FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Interest earned	\$ 55,420	(1)
	<u>\$ 55,420</u>	
Expenditures & Transfers-out		
Bank fees	\$ 540	(1)
	<u>\$ 540</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 54,880</u>	

- (1) To reflect interest earned and bank fees paid for the year on multi-year budgeted fund

BONDED SPLOST 2015 CAPITAL PROJECTS FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Interest earned	\$ 9,865	(1)
	<u>\$ 9,865</u>	
Expenditures & Transfers-out		
Bank fees	\$ 495	(1)
	<u>\$ 495</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ 9,370</u>	

- (1) To reflect interest earned and bank fees paid for the year on multi-year budgeted fund

CAPITAL ACQUISITION FUND

	<u>(Decrease)</u>	
Revenues & Transfers-In		
Transfer in - general fund	\$ (46,000)	(1)
	<u>\$ (46,000)</u>	
Expenditures & Transfers-out		
Capital expenditures	\$ 46,000	(1)
	<u>\$ 46,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (92,000)</u>	

- (1) To reflect actual expenditures from capital acquisition fund

DRAFT DATE: 03/08/18

**TAX ALLOCATION DISTRICT #3 – DEVELOPER DEVELOPMENT
AGREEMENT**

Between

CITY OF DALTON, GEORGIA

and

DALTON MALL, LLC

dated as of April ____, 2018

STATE OF GEORGIA

CITY OF DALTON

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement “), dated as of this ___ day of April, 2018, is made among the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (the “City” and a “Party”), and DALTON MALL, LLC., a Georgia limited liability company (“Developer” and a “Party”), and recites and provides as follows. Capitalized items used herein and not otherwise defined have the meanings given to them in Article II.

**ARTICLE I
RECITALS**

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, pursuant to a resolution duly adopted on December 30, 2015, as supplemented on December 28, 2016 (the “TAD Resolution “), the Mayor and Council of the City approved the City of Dalton Redevelopment Plan: Downtown and East Walnut Ave. Corridor (the “Redevelopment Plan”) and created TAD #3; and

WHEREAS, the City will act as the Redevelopment Agent for TAD #3 as contemplated by the Redevelopment Powers Law; and

WHEREAS, the TAD Resolution expressed the intent of the City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in TAD #3; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other development activity, undertakings such as the Mall Project; and

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Whitfield County (the “County”) on March ___, 2018 and a resolution adopted by the City of Dalton Board of Education (the “School Board”) on March ___, 2018 and pursuant to an Intergovernmental Agreement, dated as of March ___, 2018, among the City, the County and the School Board, the County and the School Board have consented to the inclusion of their respective shares of ad valorem property taxes in the computation of the positive tax allocation increment for TAD #3 within the meaning of the Redevelopment Powers Law (the “Tax Allocation Increment”); and

WHEREAS, the Redevelopment Powers Law provides that the City may enter into public-private partnerships to affect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, to induce and further facilitate the successful accomplishment of a portion of the Redevelopment Plan, the City has indicated its intent to collect the Tax Allocation Increment,

on an annual basis and to make certain annual development payments to Developer, as described herein, to reimburse the Developer for a portion of the Redevelopment Costs for the Mall Project advanced by Developer; and

WHEREAS, accordingly, in furtherance of the premises set forth in these Recitals, the City, and Developer now wish to describe more comprehensively the terms of the plan for the development of the Mall Project; the plan for financing the Mall Project; and the public/private partnering of the City and Developer regarding such development, all as hereinafter set forth.

AGREEMENT

NOW THEREFORE, the City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Advances” means advances by Developer or any other Person to pay any costs that comprise Redevelopment Costs associated with the Mall Project.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) of this definition; and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” means all applicable laws, statutes, resolutions, treaties, rules, codes, ordinances, regulations, certificates, orders, authorizations, determination, demand, approval,

notice, direction, franchise, licenses and permits of any Governmental Body and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Environmental Laws and any other applicable laws pertaining to health, safety or the environment).

“City” means the City of Dalton, Georgia, a municipal corporation of the State, acting through its legislative body, the Mayor and Council, and any successors and assigns.

“County” means Whitfield County, Georgia, a political subdivision of the State, acting through its legislative body, the Board of Commissioners, and its successors and assigns under this Agreement.

“Effective Date” means the dated date of this Agreement.

“Environmental Laws” means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any other applicable law relating to health, safety or the environment.

“Event of Default” is defined in Section 8.2 hereof.

“Force Majeure” means the actual period of any delay to the final completion date of the Mall Project caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe unanticipated weather conditions, or delays caused by the City in excess of thirty (30) days in responding to proposals for Material Modifications pursuant to Section 4.3, in any such case entitling Developer or the City commensurate extension of time to perform and complete the obligations delayed thereby under this Agreement. The party requesting an extension of time due to Force Majeure will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the event (in occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the Project.

“General Contractor” means an experienced, bendable and reputable general contractor reasonably satisfactory to the City.

“Hazardous Substances” means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Loan Documents” means any agreement or instrument, other than this Agreement and the Transaction Documents, to which Developer is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of Developer in order to finance all or any portion of the Mall Project, and including any commitment or application for such financing.

“Mall Development Payments” shall mean the development payments to be made by the City to the Developer hereunder as described in Section 6.3 hereof; provided however, that the Mall Development Payments made to the Developer in each year shall not exceed the Positive Dalton Mall Tax Allocation Increment for such respective year.

“Mall Parcels” means the tax parcels identified in EXHIBIT A.

“Mall Positive Tax Allocation Increment” means the positive Tax Allocation Increment derived from the Mall Parcels, as determined on an annual basis; provided, however, that if the Tax Allocation Increment for TAD #3 is less than the Mall Positive Tax Allocation Increment, then the Mall Positive Tax Allocation Increment shall be equal to the Tax Allocation Increment for the TAD #3.

“Mall Project” means the improvements developed or proposed to be developed by Developer on the Site (consistent with the purposes and intent of the Redevelopment Plan), including, but not limited to, the engineering, design, site preparation, permitting and construction of the certain improvements and the development of vacant out-parcels, all as more specifically described within the Redevelopment Plan, attached hereto as EXHIBIT B, as such Exhibit may be amended or modified from time to time.

“Mall Project Budget” means the projected cost for construction of the Mall Project as set forth in EXHIBIT C, which costs include all architectural, engineering, design, legal and other consultant fees and expenses related to the Mall Project, as such Exhibit may be amended or modified from time to time; provided, however, that the Mall Project Budget shall not exceed \$5,631,000.

“Mall Project Completion” means completion of construction of the Mall Project; provided, however, the Mall Project Completion date shall be on or before February 1, 2028.

“Mall Project Plans” means the site plan and the construction plans for the Mall Project.

“Material Modification” means any modification, change or alteration in the description of the Mall Project that would result in such Project being materially different than as contemplated in the Redevelopment Plan.

“Permitted Exceptions” means all of the following: (a) any reasonable and customary exceptions that serve or enhance the use or utility of the Project arising in the course of and necessary in connection with the construction , or ultimate operation of the Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (b) any other exceptions expressly approved in writing by the City; (c) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; (d) any exceptions approved by any construction lender and (e) any covenants affecting the Site that are recorded in the records of the City as of the Effective Date.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

“Project Approvals” means all approvals, consents, waivers, orders; agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Mall Project, or otherwise necessary or desirable for the ownership, acquisition, construction equipping use or operation of the Mall Project, whether obtained from a governmental authority or any other person.

“Redevelopment Costs” has the meaning given that term in the Redevelopment Powers Law and, as used in this Agreement, means Redevelopment Costs of the Mall Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement, with the added provision that only capital costs for construction, reconstruction or modification of structures within the Mall Project shall be reimbursable through payment of the Tax Allocation Increment. Redevelopment Costs shall not include any interest or cost of funds incurred by Developer for otherwise reimbursable expenses incurred in the Mall Project.

“Redevelopment Plan” means the City of Dalton Tax Allocation District #3 – City of Dalton Redevelopment Plan: Downtown and East Walnut Ave. Corridor creating the City of Dalton - Downtown and East Walnut Ave. Corridor Redevelopment Area approved by the City pursuant to the TAD Resolution.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. § 36-44-1, et seq., as amended.

“Requisition” means a requisition in substantially the form attached as EXHIBIT D (or such other form approved by the City).

“Schedule of Values” means the itemized schedule of values of the total “hard costs” of construction of the Mall Project broken out into detail reasonably acceptable to the City.

“Site” means the real property on which the Mall Project will be located as more specifically described in EXHIBIT E attached hereto.

“State” means the State of Georgia.

“TAD #3” means Tax Allocation District #3 – City of Dalton - Downtown and East Walnut Ave. Corridor Redevelopment Area created by the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” means the resolution duly adopted under the Redevelopment Powers Law by the City Council of the City on December 30, 2015, as supplemented on December 28, 2016, pursuant to which, following a public hearing as required by law, the City approved the Redevelopment Plan and created the TAD #3, as the same may be amended from time to time.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within TAD #3 at the tax millage rates then in force in the City.

“Title Policy” means the title insurance policy issued by a nationally recognized title company with respect to the Site.

“Transaction Documents” means any agreement or instrument other than this Agreement to which Developer is a party or by which it is bound and that is executed in connection with the transactions contemplated by this Agreement, as the same may be amended or supplemented.

“Urban Redevelopment Law” means the Urban Redevelopment Law, O.C.G.A., § 36-61-1, *et seq.*, as amended.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:

(a) Organization and Authority. Developer is a Georgia limited liability company, in good standing and authorized to transact business in the State. Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly-executed and delivered by each party hereto, will be the valid, binding and

enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements, furnished or to be furnished to the City with respect to Developer fairly present or will fairly present the financial condition of Developer as of the dates thereof, and all other written information furnished to the City by Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. Except as disclosed in Report of Phase I Environmental Assessment, Walnut Square Mall, dated October 17th, 2016, by Alternative Construction and Environmental Solutions, Inc. (ACES Report #113-245-001R) Developer has no knowledge: (i) of the presence of any Hazardous Substances on the Site of the Mall Project, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that has occurred or are presently occurring on or at the Site of the Mall Project, or any portion thereof, or (ii) of the presence of any PCB transformer serving, or stored in, the Site or the Mall Project, or any portion thereof, and Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(g) No Litigation. There is no action, suit or proceeding of any kind pending or, for the knowledge of Developer, threatened against or affecting Developer in any court before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder, nor does Developer know of any basis for any such action, suit, proceeding, or investigation.

(h) No Undisclosed Liabilities. Neither Developer nor the portion of the Site controlled by Developer is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Mall Project. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(i) Tax Matters. Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by

them and has paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of Developer for the purpose of determining whether such a deficiency should be asserted against Developer.

(j) Principal Office. Developer's principal place of business is located at 1190 Interstate Parkway, Augusta, Georgia 30909.

(k) Licenses and Permits. Developer possesses, and will at all times possess (and will cause its contractors, subcontractors, agents and other Persons performing any activities relating to the Mall Project by contract with or under the direction of Developer to possess), all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Mall Project, without known conflict with any rights of others.

(l) Mall Project Location. The Mall Project is located wholly within TAD #3.

(m) Utilities. Upon completion of the Mall Project, all Utility services necessary and sufficient for the operation of the Mall Project will be available through dedicated public rights of way or through perpetual private easement. All such utility easements either enter the Site through adjoining public streets or if they pass through adjoining private land, do so in accordance with valid and recorded public or private easements which will be to the benefit of the Site.

(n) Rights of Way. The rights of way for all roads necessary for the full utilization of the Mall Project for its intended purposes have been or will be acquired by Developer or the appropriate governmental body or have been or will be dedicated to public use and accepted by such governmental body. All curb cuts, driveways and traffic signals shown on the Plans are existing or have been fully approved by the appropriate governmental body.

(o) Survey. To the best of Developer's knowledge, any surveys for the Mall Project delivered to the City do not fail to reflect any material matter of survey affecting the Legal Requirements for the Mall Project or the title thereto.

(p) Liens. Other than as disclosed in writing to the City, there are no material liens of laborers, subcontractors or materialmen on or respecting the Project on the Effective Date.

(q) Mall Project Construction Schedules. Developer will construct the Mall Project pursuant to this Agreement and as described in the Redevelopment Plan, attached as EXHIBIT B.

(r) Mall Project Budget. The Mall Project Budget accurately reflects the currently estimated costs of the Mall Project.

(s) Mall TAD Increment. The Mall Parcels are projected to produce a Mall Positive

Tax Allocation Increment in each year sufficient to pay the Mall Development Payments for such respective year.

(t) Ownership of Property. Developer, or an affiliate controlled by Developer, has good title to the portion of the Site on which the Mall Project will be constructed, subject only to the Permitted Exceptions and the liens permitted by this Agreement.

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to Developer that:

(a) Organization and Authority. The City is a municipal corporation duly created and existing under the laws of the State of Georgia. The City has the requisition power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the City as a condition to the valid execution, delivery, and performance by the City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been further amended or supplemented. To the best of its knowledge, no further amendment of or supplement to the TAD Resolution is contemplated by the City with respect to the TAD #3.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Mall Project.

(a) Developer will develop and construct the Mall Project in a good and workmanlike manner in substantial conformance with the Mall Project Plans and the descriptions thereof set forth in the Redevelopment Plan, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the Mall Project as contemplated on the Effective Date may occur. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 4.3. The

City agrees to use commercially reasonable efforts to assist Developer with the development of the Mall Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(b) Developer agrees to use commercially reasonable efforts to develop and construct the Mall Project in all material respects in accordance with the Mall Project Budget, as set forth in EXHIBIT C, subject to Force Majeure. The City acknowledges that, during the term of this Agreement, modifications to the Mall Project Budget may occur. When such modifications occur which are not Material Modifications, Developer will provide a revised version of EXHIBIT C to the City. The Mall Project Budget, as revised, will be used as the basis for reimbursement of Advances under Section 6.3. Notwithstanding any representation within the Mall Project Budget to the contrary, only Advances for capital costs (see definition of Redevelopment Costs) shall be reimbursable through payment of the Tax Allocation Increment. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 4.3.

(c) To the extent not included in a Requisition, Developer shall deliver construction cost reports and interim progress reports in form and content reasonably satisfactory to the City, including an updated Mall Project construction schedule and summary of all costs and expenses incurred in connection with the Mall Project, not less frequently than annually, from and after the date hereof and until the earlier of (i) the reimbursement of all Mall Project Redevelopment Costs or (ii) the termination of TAD #3 by resolution of the City. Developer shall keep the City fully informed as to the status and progress of all construction work with respect to the Mall Project.

(d) Upon Mall Project Completion, Developer will provide the City with a final cost summary of all costs and expenses associated with the Mall Project and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

(e) Developer will construct the Mall Project in accordance with all applicable Legal Requirements.

Section 4.2 Approvals Required for the Mall Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Mall Project and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Mall Project. Developer may, however, contest any such Legal Requirement or denial of a Project Approval by an appropriate proceeding diligently prosecuted provided that (a) Developer gives the City prior written notice of its intent to contest a Legal Requirement or denial of a Project Approval; (b) Developer demonstrates to the City's reasonable satisfaction that (1) its interest in the Mall Project is not at risk of sale on account of such contest prior to the final determination of the legal proceedings of such contest, or (2) Developer has furnished a bond or surety satisfactory to the City in form and amount sufficient to prevent a sale of its interest in the Mall Project or any portion thereof; (c) such proceeding shall be permitted under Applicable Law and under any other agreement to which Developer or the Mall Project is subject, including but not limited to, the Transaction Documents and the applicable Loan Documents; and (d) such proceedings shall not

result in any need for any Material Modification that has not been approved by the City. The City agrees to process zoning and permit applications for the Mall Project in a prompt and timely manner in accordance with its normal roles and procedures.

Section 4.3 Material Modifications. If Developer proposes to make a Material Modification to the Mall Project, it will submit the proposed modifications to the City in writing for review and approval by it. Any such submission must clearly identify all, changes, omissions and additions as compared to the previously approved description of, budget or construction schedule for the Mall Project. Such submission shall also include the projected impact, if any, on the Mall Positive Tax Allocation Increment and such other information as reasonably requested by the City for the purpose of evaluating the request. The City will have fifteen (15) business days after submission of the proposed modifications to review the submission and deliver to Developer written comments to or written approval of the modifications. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City will notify Developer in writing, the proposed modifications will be deemed to be incorporated, and Developer will perform its obligations under this Agreement as so modified. If the City determines, in its reasonable judgment, that the proposed modifications are not acceptable, the City will so notify Developer in writing, specifying in reasonable detail in what respects they are not acceptable and, by written notice to the City, Developer will either (a) withdraw the proposed modifications, in which case, construction will proceed on the basis of the description of, budget or construction schedule for the Mall Project previously approved as provided herein; or (b) revise the, proposed modifications in response to such objections, and resubmit such revised modifications to the City for review and approval by it within thirty (30) business days after such notification as described above. If the City has not responded to Developer within thirty (30) business days after any submission, the proposed modifications will be deemed approved. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, the City will have such amount of time as reasonably required to pursue any such amendment. Notwithstanding anything herein to the contrary, the Mall Project Budget shall not exceed \$5,631,000.

ARTICLE V
DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the Mall Project. Developer will commence and complete construction of the Mall Project, with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed in connection with the Mall Project. The Mall Project Completion shall occur on or before February 1, 2028.

Section 5.2 Compliance with Documents. Developer agrees to comply with all material obligations and covenants of Developer herein and in the Transaction Documents. To the best of its knowledge, Developer is in compliance with its obligations and covenants in the applicable Loan Documents Pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the Mall Project.

Section 5.3 Litigation. During development and construction of the Mall Project, Developer notify the City in writing, within five (5) days of its having knowledge thereof, of any actual, pending, or threatened litigation, claim, demand, or adversarial proceeding in which a claim is made against Developer or the Mall Project and which may materially and adversely affect the Mall Project, and of any judgment rendered against Developer. Developer will notify the City in writing within five (5) days of its having knowledge of any matter that Developer considers may result or does result in a material adverse change in the financial condition or operation of Developer or its interest in the Mall Project.

Section 5.4 Maintenance of the Project. Developer agrees that, to the extent it has an interest in the Mall Project it will at its own expense, (a) keep such project or cause such project to be kept in as reasonably safe condition as its operations permit; (b) make or cause to be made from time to time all necessary repairs thereto and renewals and replacements thereof and otherwise keep such project in good repair and in good operating condition; and (c) not permit or suffer others to commit a nuisance or waste on or about the Mall Project. Developer at its own expense and from time to time, may make any additions, modifications or improvements to the applicable project that it may deem desirable for its business purposes and that do not impair the effective use, or decrease the value, of the applicable project.

Section 5.5 Records and Accounts. Developer will keep true and accurate records and books of account with respect to itself and the Mall Project, in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

Section 5.6 Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Mall Project unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Mall Project.

Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the Mall Project or the Site, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 Laborers, Subcontractors and Materialmen. Without limiting the requirements of Article IV, Developer will furnish to the City, upon request at any time, and from time to time, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have furnished labor or material to the Mall Project or any part thereof, together with affidavits, or other evidence satisfactory to the City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Mall Project. Developer will also furnish to the City, at any time and from time to time upon demand by the City, lien waivers bearing a then current date and prepared on a form satisfactory to the City from the General Contractor

for the Mall Project, and such subcontractors or materialmen as the City may designate.

Section 5.9 Insurance. To the extent of its interest therein, Developer will keep the Mall Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations; provided, however, that such insurance provides coverage of at least \$1,000,000 for third party liability.

Section 5.10 Further Assurances and Corrective Instruments. The City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of the City and Developer hereunder and the ability of Developer to construct the Mall Project are not impaired thereby.

Section 5.11 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 5.12 Restrictions on Easements and Covenants. Except for Permitted Exceptions, Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Mall Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of the City, other than easements, and rights of ways customary for utilities or otherwise necessary for development or construction of the Mall Project, lease restrictions and covenants common to the shopping center industry, and covenants to incorporate the Design Guidelines.

Section 5.13 Access to the Site. Developer will permit persons designated by the City to access the Site and to discuss the progress and status-of the Mall Project with representations of Developer, all in such detail and at such times as the City may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Mall Project or with Developer business operations generally. The City's representative must be accompanied by a representative of Developer during any access contemplated by this Section.

Section 5.14 Title Policy. Promptly upon acquisition of any portion of the Site, Developer will provide to the City any title policy or marked commitment obtained that evidences ground lease ownership of the property by Developer.

Section 5.15 Payment of Mall Project Costs. Developer will pay when due its share of all costs of development and construction of the Mall Project as set forth in the Mall Project Budget.

Section 5.16 Event Notices. Developer, will promptly notify the City in writing of (a) the occurrence of any default or event of default of which it has knowledge; (b) the occurrence of any Material Modification; (c) the occurrence of any levy or attachment against its assets or other event which may have an adverse effect on the Mall Project or the business or financial condition of Developer; and (d) the receipt by Developer, as the case may be, of any written notice of default or notice of termination with respect to any contract or agreement relating to the ownership, construction, operation, or use of the Mall Project which may adversely affect the Mall Project.

ARTICLE VI MALL DEVELOPMENT PAYMENTS

Section 6.1 Conditions to Delivery of this Agreement. Developer hereby acknowledges and agrees that the execution and delivery of this Agreement are contingent upon satisfaction of the following conditions:

(a) The Mayor and Council have adopted a resolution or ordinances, as appropriate, authorizing the execution of this Agreement.

(b) Developer certifies that all representations, warranties and covenants made by it in this Agreement and in the Transaction Documents are true and correct in all material respects, that neither is in default under this Agreement or the Transaction Documents, or if in default, outlines the nature of the default and describes what steps are being taken to cure the default.

(c) Developer has provided an opinion of legal counsel in form and substance satisfactory to the City to the effect that (i) this Agreement and the Transaction Documents identified in such opinion (a) have been duly authorized by it and will be valid, binding and enforceable against the respective entities subject to standard enforceability exceptions and (b) will not violate or otherwise contravene its organizational documents or any agreement or instrument to which it is a party or to which its property or assets are bound; and (ii) there is no litigation pending or, to such counsel's knowledge, threatened before any court or administrative agency against it or its interests in the Site, which, if adversely determined, would have a material adverse effect on Developer or its financial condition.

(d) Developer and the City have each approved and executed this Agreement.

(e) Developer shall have submitted (i) certified copies of its organizational documents, and (ii) certificates of good standing from the jurisdiction in which it was organized, together with evidence that it is qualified to transact business and is in good standing in Georgia.

(f) Developer shall have delivered certified copies of corporate resolutions or other evidence of their approval of this Agreement and the Transaction Documents to which they are a party and authorizing the execution and delivery thereof by an authorized officer.

Section 6.2 Advances. Developer shall make or cause to be made all Advances in connection with the Mall Project.

Section 6.3 Conditions to Payment of Mall Development Payments. Subject to compliance by Developer with the conditions set forth below and subject to the terms and limitations herein, the City shall make Mall Development Payments to the Developer to reimburse the Developer for approved Advances made in connection with the Mall Project. Mall Development Payments will be disbursed annually on or after March 1 of each year (corresponding to the previous calendar year's Mall Development Payment), pursuant to Requisitions in the form provided herein at consistent with the written evidence of compliance with the terms of this Agreement, particularly subparagraph (b)(1) below, submitted to the City as set forth below in accordance with the following procedures:

(a) Not less than forth-five (45) business days prior to the date on which Developer desires a Mall Development Payment. Developer will submit to the City a Requisition in substantially the same form as that attached hereto as EXHIBIT D. The Requisition will include: (1) the itemized schedule of values prepared by the General Contractor or Developer of the total "hard costs" of reimbursable costs for which Project Funds are requested, (the "Schedule of Values"), together with a copy of the construction contract or contracts to which such reimbursement relates; (2) all costs incurred for construction and non-construction expenses for the reimbursable costs to the date of the Requisition for which no Requisition has previously been presented and paid; and (3) such certificates and affidavits as the City may reasonably request. The accuracy of the cost breakdown and percentage completion in the Requisition must be certified by Developer and the General Contractor. Anything contained herein to the contrary, notwithstanding, Mall Development Payments shall never exceed Mall Positive Tax Allocation Increment. To the extent that any Requisition request exceeds the Mall Positive Tax Allocation Increment for such year, such request shall be held until the Mall Positive Tax Allocation Increment in successive years is collected and available to make such payments.

(b) In addition, the Requisition must be accompanied by evidence in form and content reasonably satisfactory to the City (including, but not limited to, certificates and affidavits of Developer and such other Persons as the City may reasonably require):

- (1) Copies of all bills or statements or canceled checks for any indirect or soft-cost expense for which the Mall Development Payment is requested;
- (2) If the Requisition includes amounts to be paid to any contractor, a contractor's application for payment showing the amount paid by Developer with respect to each such line item and, upon request of the City, copies of all bills or statements or canceled checks for expenses incurred by Developer for which the Mall Development Payment is requested and a copy of a satisfactory "Interim Waiver and Release upon Payment" pursuant to O.C.G.A. § 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition;
- (3) That all construction has been concluded substantially in accordance with the Mall Project Plans (and all changes thereto approved by the City or

otherwise permitted pursuant to the terms hereof); and

- (4) That there are no liens outstanding against the Mall Project except for those set forth in any applicable title policy, other than (A) inchoate liens for property taxes not yet due and payable, (B) liens being contested in accordance with the terms and conditions set forth in applicable law and (C) loans for the construction of the Mall Project.

(c) The construction for which Redevelopment Costs are included in any Requisition must be reviewed and approved by the City or its appointed consultant to verify the approval of the construction, the cost of completed construction, the percentage of completion and the compliance with the Mall Project Plans.

(d) Within thirty (30) business days of receipt of a completed Requisition, the City will disburse to Developer the approved Mall Development Payment to the extent such payment together with all other cumulative payments does not exceed the Mall Positive Tax Allocation Increment. Developer will provide wiring instructions to the City to aid in such payment.

Section 6.4 Limited Liability.

(a) The City's obligations hereunder to reimburse Mall Project Costs are limited solely to the Dalton Mall Positive Allocation Increment.

(b) To the extent permitted by State law, no director, officer, employee or agent of the City will be personally responsible for any liability arising under or growing out of the Agreement.

ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold the City and its agents, employees, officers, and legal representatives (collectively, the "Indemnified Persons") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without Limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the "Losses") for injury, death, damage, or loss to persons or property sustained in connection with, or incidental to the construction of the Mall Project. Notwithstanding anything to the contrary in this Article: (1) Developer's indemnification obligation under this Article is limited to the greater of \$2,000,000 or the policy limits available under the insurance policies required under Section 5.9; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person's own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written

notice to Developer within fifteen (15) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the fifteen (15) business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE VIII DEFAULT

Section 8.1 Default by Developer. The following will constitute a default by Developer:

(a) Failure of Developer to materially and timely comply with and perform each of its obligations set forth in this Agreement.

(b) A default by Developer under, or failure of Developer to comply with, any material obligation of Developer set forth in the Transaction Documents.

(c) Any representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to the City and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or

misleading in any material respect.

(d) Any report, certificate or other document or instrument furnished to the City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to the City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to the City.

(e) An Act of Bankruptcy of Developer.

Section 8.2 Remedies. If a default by Developer occurs and is continuing thirty (30) days after receipt of written notice to Developer from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an "Event of Default," and the City will be entitled to elect any or all of the following remedies: (i) termination of this Agreement and discontinuation of funding and payments of Mall Development Payments hereunder; (ii) pursuit of specific performance of this Agreement or injunctive relief; or (iii) waiver of such Event of Default.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein or in the Transaction Documents are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder and under the Transaction Documents, at law or in equity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by the City. The following will constitute a default by the City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure, can be corrected but cannot be corrected within said 30- day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies against the City. Upon the occurrence and continuance of a default by the City hereunder, Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

ARTICLE IX MISCELLANEOUS

Section 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will expire on the earlier of (a) the date all approved Dalton Mall Developer Payments have been reimbursed/paid to Developer subject to the availability of Mall Positive Tax Allocation Increment (b) December 31, 2038, or (c) the date the city elects to terminate this Agreement pursuant to Section 8.2 hereof.

Section 9.2 Annual Fee. The Development shall pay the City an annual fee equal to 1% of the Mall Positive Tax Allocation Increment

Section 9.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

Dalton Mall, LLC
1190 interstate Parkway
Augusta, Georgia 30909
Attention: James M. Hull

With a copy to:

Hull Property Group, LLC
P.O. Box 204227
Augusta, Georgia 30917-4227
Attention: Wayne Grovenstein

If to City:

City of Dalton
300 W. Waugh Street
Dalton, Georgia 30720
Attention: City Mayor

With a copy to:

The Minor Firm
745 College Drive
Suite B
Dalton, Georgia 30720
Attention: James H. Bisson, III, Esq.

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission will be deemed to be

given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when received for by, or actually received by the party identified above.

Section 9.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.5 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.6 Successors and Assigns. Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed; provided that Developer may, without the prior consent of the City, assign this Agreement and all or any portion of its rights hereunder and interests, herein, to any Affiliate of it or to any entity controlled by or under common control with it that has assets of a value at least equal to that of Developer at the time of the assignment. Developer will provide written notice to the City of any such assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of the City, to a lender to secure any acquisition, development or construction loan for the Project.

Section 9.7 Exhibits, Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. MI titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.8 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State.

Section 9.9 Entire Agreement; Construction with Redevelopment Plan. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. Notwithstanding any other provision in this Agreement, in the event of a conflict between the terms of this Agreement and the Redevelopment Plan, the provisions of this Agreement shall control.

Section 9.10 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.11 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the ____ day of March , 2018.

CITY OF DALTON, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk

[SEAL]

DALTON MALL, LLC,
a Georgia limited liability company

By: _____
James M. Hull, Manager

EXHIBIT A
MALL PARCELS

EXHIBIT A
MALL PARCELS

Description	Parcel #	2017 Fair Market Value
(1) Cinema	12-253-08-005	\$ 5,100,000
(2) Former Belk (Rem)	12-253-08-007	1,000,000
(3) Land in front of Ryan's	12-253-08-014	5,000
(4) Main Mall Parcel - JCP, Sears, Gold's	12-253-08-006	4,270,000
(5) Ryan's	12-253-08-001	750,000
(6) Ryan's Parking	12-253-08-002	150,000
TOTAL		\$ 11,275,000

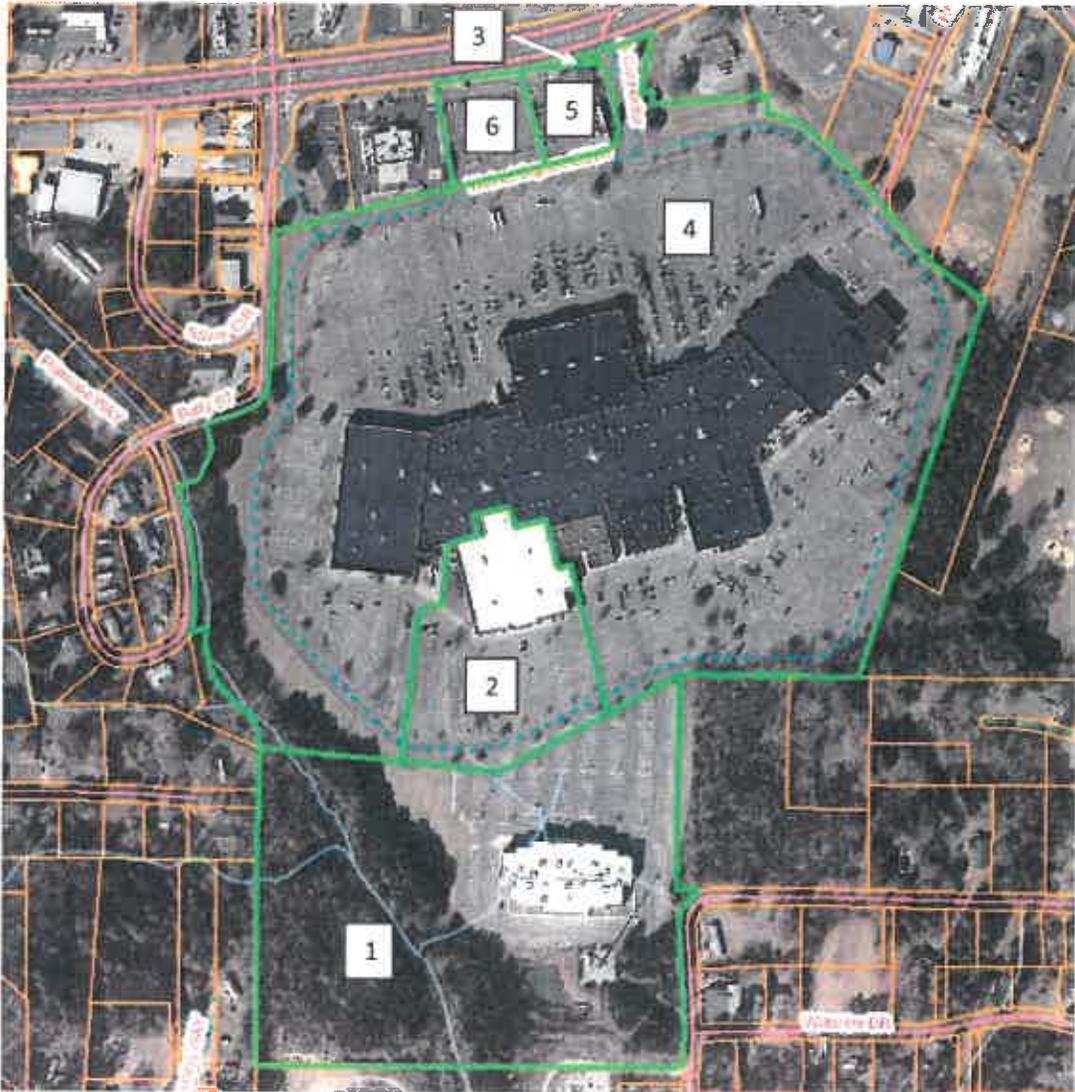


EXHIBIT B

REDEVELOPMENT PLAN

(MALL PROJECT)

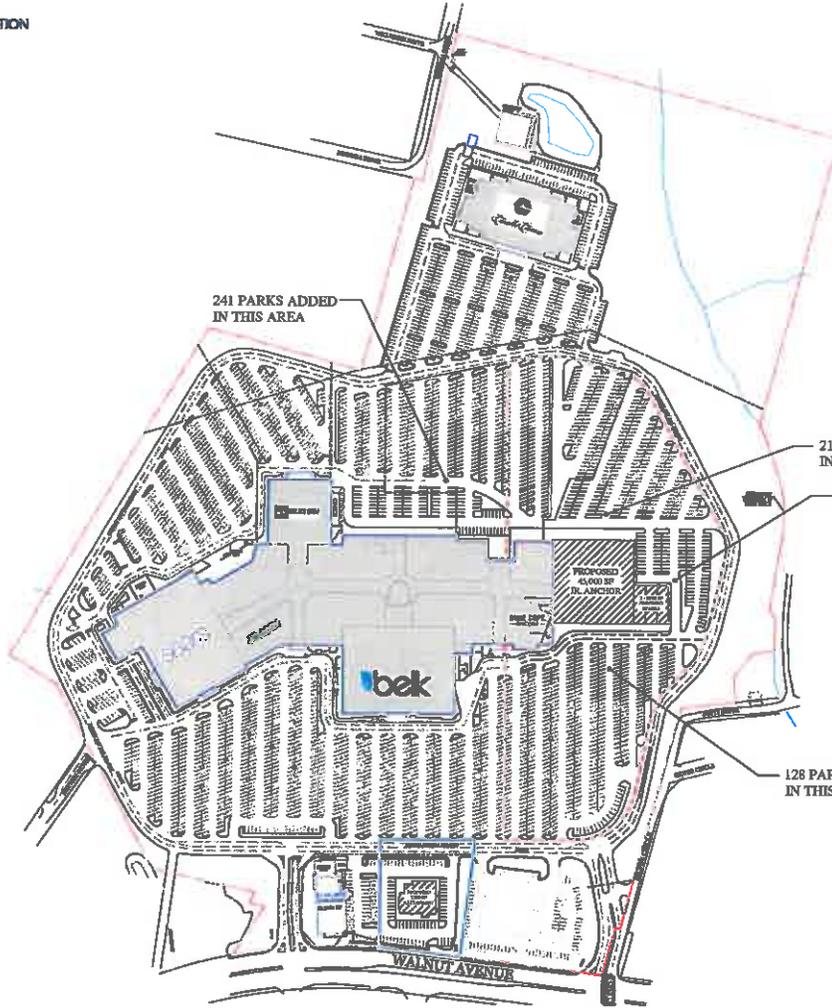


FOR LEASING INFORMATION
CALL: 706.434.1700



WALNUT SQUARE MALL

DALTON, GEORGIA



MALL GLA	
BELK	65,297 SF
SEARS	67,440 SF
GOLD'S GYM	30,566 SF
PROPOSED JR. ANCHOR	45,000 SF
PROPOSED SPACES 3@3K	9,000 SF
SMALL SHOPS	121,150 SF
TOTAL MALL GLA	338,453 SF

TOTAL PARKS SHOWN	3,383
OVERALL PARKING RATIO (3,383 PARKS / 338,453 SF)	10.6:1,000

- REDEVELOPMENT AREA "A"**
NOT TO EXCEED 70,000 SF

- REDEVELOPMENT AREA "B"**
1 - 7,500 SF RESTAURANT

06.20.2013
 Walnut Square Mall/WSM Yearly/WSM Redevelopment/06.20.2013/WSM Redevelopment Site Plan Phase 1 - 06.20.2013.dwg, 6/22/2017 12:52:17 PM

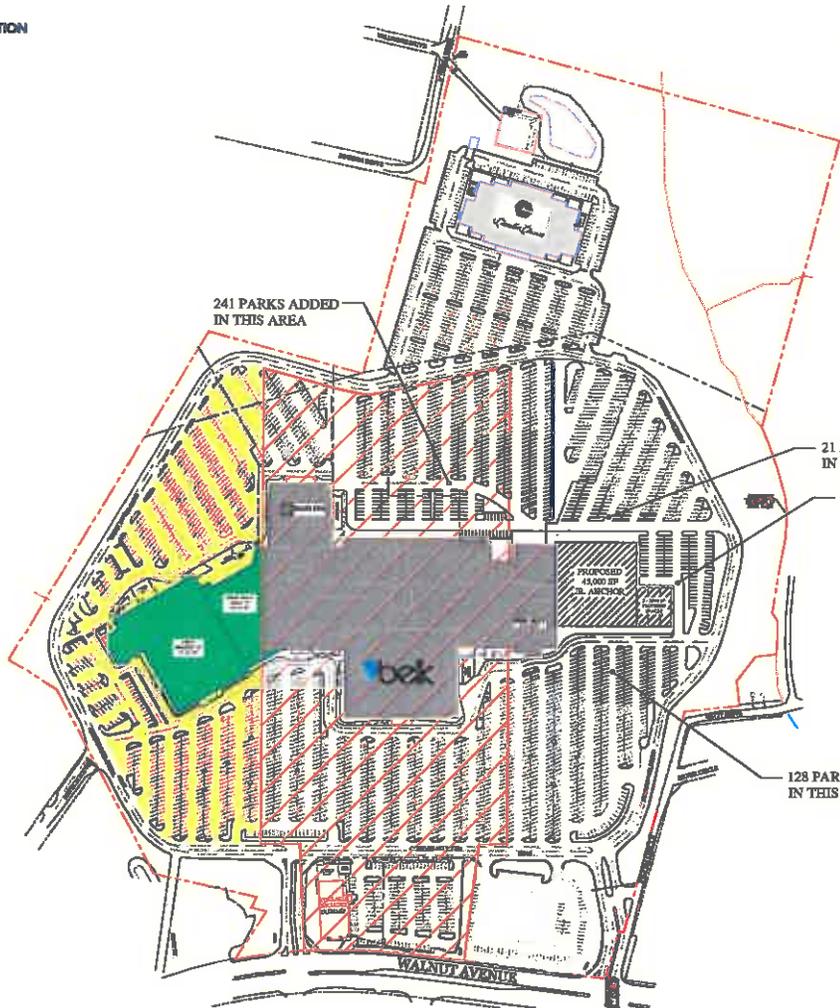


FOR LEASING INFORMATION
CALL: 706.434.1700



WALNUT SQUARE MALL

DALTON, GEORGIA



MALL GLA	
BELK	65,297 SF
GOLDS GYM	30,566 SF
SMALL SHOPS	116,656 SF
TOTAL MALL GLA	212,519 SF

TOTAL PARKS SHOWN	3,030
OVERALL PARKING RATIO (3,030 PARKS / 164,431 SF)	18.4:1,000

- REDEVELOPMENT AREA "A"
@ 21 ACRES
- REDEVELOPMENT AREA "B"
@ 9 ACRES
- REDEVELOPMENT AREA "C"
@ 8 ACRES
- DEMOLITION AREAS, PHASE II:

ANCHOR "B"	67,440 SF
MALL AREA "3"	26,619 SF
TOTAL BUILDING	94,059 SF

DEMO AREAS, PHASE I:	
TOTAL BUILDING	146,734 SF
TOTAL PHASE I & II	240,793 SF

12/16/16 Walnut Square Mall/WQSM Redevelopment/05.22.2017/WQSM Redevelopment/05.22.2017/Phase II - 05.22.2017/12:15:59 PM

Redevelopment Overview

Current Status

453,312	Square Feet Total Gross Leasable Area	
	282,963	Anchor / Jr. Anchor Stores
	170,349	Small Shops
219,976	Current Total Mall Vacancy	48.53%
187,100	Current Anchor / Jr. Anchor Vacancy	66.12%
32,876	Current Small Shop Vacancy	19.30%
65,876	Vacancy After Elimination of Small Shop Tenants	39.97%
285,852	Projected New Total Mall Vacancy	63.06%

Demolition / "Right Sizing"

240,793	Total Demolition	
	67,440	Former Sears
	67,060	Former JC Penney
	52,600	Former Rear Belk
	27,074	Former Theater
	26,619	Small Shop Space
212,519	New Mall Gross Leasable Area	
	95,863	Anchor / Jr. Anchor Stores
	116,656	Small Shops
11,555	New Mall Total Vacancy	5.44%
0	New Mall Anchor / Jr. Anchor Vacancy	0.00%
11,555	New Mall Small Shop Vacancy	9.91%

Initial Redevelopment

Phase I - Demolition and Mall Renovation *See Site Plan in Exhibit B, pg. 5

Demolition of 146,734 Square Feet	\$	730,498.00
Site Work and Initial Mall Renovation (Includes new façades @ \$858k; Signage @ \$487k, and mall interior @ \$18/SF)	\$	3,458,953.00
Miscellaneous and Contingency	\$	104,736.00
Total Phase I Sacrificial Expenditure	\$	4,294,187.00

Phase II - Demolition *See Site Plan in Exhibit B, pg. 7

Demolition of 94,059 Square Feet	\$	384,288.00
Site Work (Includes new façade @ \$430k)	\$	919,922.00
Miscellaneous and Contingency	\$	32,605.00
Total Phase I Sacrificial Expenditure	\$	1,336,815.00

Total Phase I and Phase II Sacrificial Expenditure **\$ 5,631,002.00**

* Includes complete removal of foundation footers, rebuilding of exterior walls, parking field rework, and other hardscape work.

EXHIBIT C

MALL PROJECT BUDGET

EXHIBIT C

MALL PROJECT BUDGET

Project Budget and Financial Strategy

Sources & Uses

<u>SOURCES</u>	<u>NAME</u>	<u>AMOUNT</u>
Bank Loan	<u>N/A</u>	\$ <u>N/A</u>
Other Private Funds	<u>N/A</u>	\$ <u>N/A</u>
Equity	<u>Cash</u>	\$ <u>5,631,002</u>
Fed Grant/Loan**	<u>N/A</u>	\$ <u>N/A</u>
State Grant/Loan**	<u>N/A</u>	\$ <u>N/A</u>
Other Loans	<u>N/A</u>	\$ <u>N/A</u>
Tax Increment **	<u>Tax Rebate</u>	\$ <u>3,218,562</u>
TOTAL BUDGET	_____	\$ <u>5,631,002</u>

**Public investment as a percentage of total budget: 57.16 %

<u>USES</u>		<u>AMOUNT</u>
Land Acquisition	\$	<u>0</u>
Demolition (if applicable)	\$	<u>1,114,786</u>
Site Development	\$	<u>1,702,289</u>
Construction/Hard costs	\$	<u>2,676,586</u>
Soft costs: A&E fees, permits	\$	<u>0</u>
Financing fees	\$	<u>0</u>
Developer fee	\$	<u>0</u>
Contingencies	\$	<u>137,341</u>
Debt Service and Reserves	\$	<u>0</u>
Tax Increment **	\$	<u>0</u>
TOTAL BUDGET	_____	\$ <u>5,631,002</u>

Source of Budget data: Developer Architect Contractor Other _____

Financing: Land purchase will be Financed Cash
Construction/rehabilitation will be Financed Cash

Lender(s):

N/A

Loan Amount: \$ N/A

Preapproved Yes No

Amount of Tax Increment Requested for:

Building Demolition	\$ <u>2,817,075</u> (100%)
Environmental Remediation	\$ <u>0</u>
Public Improvements*	\$ <u>0</u>
Site Improvements	\$ <u>401,488</u> (15% of \$2,676,586)
Land Acquisition	\$ <u>0</u>

(Land Acquisition shall not exceed 50% of total subsidy request)

* % of total request associated with public infrastructure improvements: 0

Total Subsidy Requested**: \$ 3,218,562

Scope of Work	Quantity	Quantity Unit	\$/Unit	Extended Price	Category Total	Running Total
PHASE I						
Demolition						
Asbestos Survey/Abatement Allowance	146,734	SF	\$ 0.29	\$ 42,186	\$ 730,498	\$ 730,498
Demolition: Complete Building - JC Penney (Anchor "D")	67,060	SF	\$ 2.30	\$ 154,238		
Demolition: Complete Building - Anchor "C"	52,600	SF	\$ 2.30	\$ 120,980		
Demolition: Complete Building - Former Belk Home (Area 1)	27,074	SF	\$ 2.30	\$ 62,270		
Demolition: Complete Site (ie. sidewalks, C&G, etc)	45,637	SF	\$ 1.73	\$ 78,724		
Structural Rework (Along Demo Line)	907	LF	\$ 300.00	\$ 272,100		
					\$ 1,212,927	\$ 1,943,425
Site Work						
Site Work @ Former Building Pad (ie. engineered drawings, asphalt, sidewalks, C&G, utility rework, site drainage, striping, etc.)	192,371	SF	\$ 5.46	\$ 1,050,827		
Landscaping/Irrigation Improvements	54,000	SF	\$ 1.15	\$ 62,100		
MISC Site (Repairs/Lighting Improvements)	1	LS	\$100,000.00	\$ 100,000		
					\$ 900,396	\$ 2,843,821
Mall Common Area						
Mall Common Area Renovation	50,022	SF	\$ 18.00	\$ 900,396		
					\$ 858,630	\$ 3,702,451
Exterior						
Construct New Exterior Façade (@ New Walls)	120	LF	\$ 1,380.00	\$ 165,600		
Construct New Exterior Façade (@ Existing Walls)	787	LF	\$ 690.00	\$ 543,030		
Construct New Exterior Façade (@ Existing Entrances)	2	EA	\$ 75,000.00	\$ 150,000		
					\$ 487,000	\$ 4,189,451
Signage						
Construct New Communication Readerboard	1	LS	\$402,500.00	\$ 402,500		
Construct Monument Signs	1	EA	\$ 34,500.00	\$ 34,500		
New Mall Signage	1	LS	\$ 50,000.00	\$ 50,000		
					\$ 104,736	\$ 4,294,187
Contingency						
Contingency Based on 2.5% of Estimate Above				\$ 104,736		
					Sub Total	\$ 4,294,187

Scope of Work	Quantity	Quantity Unit	\$/Unit	Extended Price	Category Total	Running Total
PHASE II						
Demolition						
Asbestos Survey/Abatement Allowance	94,059	SF	\$ 0.29	\$ 27,042	\$ 384,288	\$ 384,288
Demolition: Complete Building - Sears (Anchor "B")	67,440	SF	\$ 2.30	\$ 155,112		
Demolition: Complete Building - Shops (Area 3)	26,619	SF	\$ 2.30	\$ 61,224		
Demolition: Complete Site (i.e. sidewalks, C&G, etc)	27,426	SF	\$ 1.73	\$ 47,310		
Structural Rework (Along Demo Line)	312	LF	\$ 300.00	\$ 93,600		
Site Work						
Site Work @ Former Building Pad (i.e. engineered drawings, asphalt, sidewalks, C&G, utility rework, site drainage, striping, etc.)	69,485	SF	\$ 5.46	\$ 379,562	\$ 489,362	\$ 873,649
Landscaping/Irrigation Improvements	52,000	SF	\$ 1.15	\$ 59,800		
MISC Site (Repairs/Lighting Improvements)	1	LS	\$ 50,000.00	\$ 50,000		
Exterior						
Construct New Exterior Façade (@ New Walls)	312	LF	\$ 1,380.00	\$ 430,560	\$ 430,560	\$ 1,304,209
Construct New Exterior Façade (@ Existing Walls)	0	LF	\$ 690.00	\$ -		
Contingency						
Contingency Based on 2.5% of Estimate Above				\$ 32,605	\$ 32,605	\$ 1,336,815
				Sub Total	\$ 1,336,815	
PHASE I AND II TOTAL						
				Grand Total	\$ 5,631,902	

EXHIBIT D

FORM REQUISITION

EXHIBIT D

FORM OF REQUISITION
TAX ALLOCATION DISTRICT #3 – Walnut Square Mall

TAD Project

Mall Project Special Fund
Requisition No. _____

Date of Requisition: _____, 20

TO: Dalton, Georgia
Attention: _____

PROJECT: Tax Allocation District #3 – Walnut Square Mall

DEVELOPER: Dalton Mall, LLC

Application is made for reimbursement of Mall Project Special Funds to pay for Redevelopment Costs in the amount, for the purposes and on the terms set forth below, all in accordance with the provisions of that certain Development Agreement among the City of Dalton, Georgia, and Dalton Mall, LLC, dated as of _____, 20__. All capitalized terms used herein not otherwise defined have the meaning given them in the Development Agreement.

AIA Form G-702 and its Continuation Sheet, AIA Document G-703, are attached as Exhibit A and are made a part of this Requisition. Architect's and Contractor's Certificates for Payment are attached as part of the attached AIA Form G-702.

1. The Project Budget is \$ _____ and the Project Costs, Schedule of Values and Percentages of Completion are as set forth on Forms G-702 and G-703 attached.
2. Amount Requested: \$ _____.
3. Attached hereto as Exhibit B are:
 - (a) Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;
 - (b) Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by Dalton Mall, LLC for which this Requisition is requested;
 - (c) A schedule(s), prepared in accordance with Section 6.5 of the Development Agreement, supporting the amount of the requested disbursement subject to this Requisition.

CERTIFICATE OF DALTON MALL, LLC

In accordance with the Development Agreement, Dalton Mall, LLC certifies to the Redevelopment Agent that:

- (a) all of its representations and warranties made in and as of the date of the Development Agreement are true and correct as of the date hereof;
- (b) the quality of the construction of the TAD Project to date is in accordance with the TAD Project Plans, the Development Agreement, and the Transaction Documents;
- (c) the Project Cost breakdown and the percentage completion referenced in this Requisition are accurate;
- (d) all payments requested under this Requisition are for TAD Project items (i) which are of a quality and construction acceptable under the TAD Project Plans and the Transaction Documents, and (ii) which have not been previously paid;
- (e) there are no liens outstanding against the site of the TAD Project except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by the Redevelopment Agent;
- (f) Dalton Mall, LLC is not in default under the Development Agreement or any other Transaction Document to which Dalton Mall, LLC is a party;
- (g) no Governmental Body has issued the equivalent of a stop order with respect to any portion of the TAD Project; and

The AMOUNT CERTIFIED is payable only to Dalton Mall, LLC upon presentation of this Requisition to the City. Issuance, payment and acceptance of payment are without prejudice to any rights of the City or the Redevelopment Agent under the Development Agreement.

DALTON MALL, LLC

a Georgia limited liability company

BY:

James M. Hull, Manager

APPROVED:

CITY OF DALTON, GEORGIA

By: __ Title: Redevelopment Agent under the
Development Agreement

EXHIBIT E

SITE