



**MAYOR AND COUNCIL MEETING  
MONDAY, JUNE 5, 2017  
6:00 P.M.  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION - 5:15 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 of May 15, 2017
6. New Business:
  - A. Public Safety Commission Recommendation:  
(1) New Alcohol Beverage Application
  - B. Dalton-Whitfield Planning Commission Recommendation:  
Request of City of Refuge to rezone a tract of land at 120 East Morris Street from Heavy Manufacturing (M-2) to Transitional Commercial (C-4), Parcel # 12-238-17-001.
  - C. Proposal from Raymond James to provide Financial Advisor Services for the City of Dalton TAD Committee.
  - D. Approval of Application Procedures, Policy Considerations and Application Form for City of Dalton and Dalton-Whitfield County Joint Development Authority Tax Allocation District Financing.
  - E. Contract with Ramundsen Public Sector, LLC (SunGard) for Software Interface at Dalton Fire Department.
  - F. Resolution 17-08  
Resolution Authorizing the Amendment of Easement
  - G. Acceptance of Georgia Power Company Easements
  - H. Public Works Committee Recommendation:  
Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way for Ascent Hospitality Management Company, LLC - Fairfield Inn
  - I. 1000 Words Downtown Dalton Art Park Approval - Deanna Mathis
  - J. Ratification of Mike Miller as City of Dalton Parks and Recreation Director
7. Supplemental Business
8. Adjournment

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
MAY 15, 2017

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

Mayor Mock reviewed with the Council each of the items on the agenda. In addition to the agenda items, the following was also discussed:

Red Hill Subdivision Phase 3

Assistant Public Works Director Andrew Parker briefed the Mayor and Council on a situation involving the developers of Westwood Hill subdivision (Kammi Street). Parker stated that in approximately 2008, Westwood Hill subdivision was constructed, but the developers failed to place the final asphalt topping layer on Kammi Street. Parker stated the same developers are now wanting to develop additional lots in Red Hill Subdivision Phase 3, and the Public Works committee required that the developer first complete the final paving on Kammi Street before allowing additional lots to be developed. Parker stated the situation appears to have been resolved, stating the department received a signed contract between the developer and a paving company and the paving of Kammi Street should be completed within the next 3 weeks.

Mayor Mock also removed the following from the agenda stating that the proclamation was read at a previous event:

"NATIONAL POLICE WEEK" - MAY 14-20, 2017

Chief Jason Parker, Dalton Police Department

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:57 p.m.

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

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

Recorded

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

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

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MAY 15, 2017

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

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman Goodlett, second Alderman Wood, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

PROCLAMATIONS

"FOSTER CARE MONTH" - MAY 2017

Mr. Danny Nuckolls, Director, Whitfield County DFCS

The Mayor and Council proclaimed May 2017 as “Foster Care Month” in Dalton, Georgia and urged all residents to come forward and do something positive that will help change a lifetime for children and youth in foster care.

"NATIONAL POLICE WEEK" - MAY 14-20, 2017

Dalton Police Department

The Mayor and Council called upon all citizens of the community and upon all patriotic, civic and educational organizations to observe the week of May 14-20, 2017 as “Police Week.”

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of May 1, 2017. On the motion of Alderman Crews, second Alderman Goodlett, the minutes were approved as written and adopted.

AGREEMENT - CITY OF DALTON AND THE DALTON BOARD OF EDUCATION -  
SCHOOL RESOURCE OFFICER PROGRAM

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council approved the Agreement between the City of Dalton and the Dalton Board of Education for the School Resource Officer Program. The program is to establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development; maintain a safe and secure environment on campus and to promote positive attitude regarding the police role in society. The vote was unanimous in favor.

INTERGOVERNMENTAL SERVICES AGREEMENT FOR THE PROVISION OF  
DISPATCHING SERVICES TO THE CITY OF DALTON POLICE DEPARTMENT.

The Mayor and Council reviewed the Intergovernmental Services Agreement for the Provision of Dispatching Services to the City of Dalton Police Department. On the motion of Alderman Crews, second Alderman Goodlett, the Mayor and Council approved the Service Agreement. The vote was unanimous in favor.

PROPOSAL AGREEMENT WITH PFM GROUP CONSULTING TO CONDUCT AN  
OPERATIONAL REVIEW OF CITY OF DALTON GOVERNMENT

On the motion of Alderman O’Gwin, second Alderman Wood, the Mayor and Council accepted the Proposal Agreement with PFM Group Consulting to conduct an Operational Review of City of Dalton Government in the amount of \$75,000.00. The vote was unanimous in favor.

RESOLUTION 17-07

The Mayor and Council reviewed Resolution Rescinding Resolution 17-05 and Authorizing Transmission Assets Exchange. On the motion of Alderman O’Gwin, second Alderman Crews, Resolution 17-07 was adopted. The vote was unanimous in favor.

DALTON RECREATION COMMISSION RECOMMENDATION FOR HAIG MILL LAKE  
PROJECT.

The Mayor and Council reviewed the Dalton Recreation Commission Recommendation for Haig Mill Lake Project. After discussion, on the motion of Alderman O’Gwin, second Alderman Goodlett, the Mayor and Council approved Option #4 in the amount of \$4,453,079.94 to be paid for with SPLOST funds.

Assistant Public Works Director Andrew Parker stated that Public Works was allocated 1.13 million dollars in 2017 for a 2015 SPLOST project “South Thornton Avenue Drainage and Reconstruction Project” that Public Works will be unable to fully complete in 2017. Parker suggested the Mayor and Council use \$400,000.00 of the 1.13 million dollar SPLOST funds and apply those funds to the Haig Mill project “Option #4” to eliminate the shortfall provided the funding will be replaced in the “South Thornton Ave” project account by any excessive SPLOST collections, up to the \$400,000 amount. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:17 p.m.

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

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

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

**2017 ALCOHOL BEVERAGE RENEWAL APPLICATIONS**

**PSC TUESDAY MAY 23, 2017**

**M&C MONDAY JUNE 5, 2017**

**(1) ALCOHOL APPLICATION APPROVAL**

Business Owner:	Dalia Rodriguez
d/b/a:	Taqueria El Sabor
Applicant:	Dalia Rodriguez
Business Address:	602 MLK Jr. Blvd.
Type:	Pouring Beer
Disposition:	New

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

**MEMORANDUM**

**TO:** Mayor and Council  
Kim Witherow  
Bernadette Chattam  
Jim Bisson

**FROM:** Todd Gavin  
Chairman

**DATE:** May 30, 2017

**SUBJECT:** The request of City of Refuge to rezone a tract of land at 120 East Morris Avenue near the downtown. The property totals 2.3 acres and their request is to rezone from Heavy Manufacturing (M-2) to Transitional Commercial (C-4) (parcel 12-238-17-001) (City)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on May 22, 2017 at 7:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of four (4) Planning Commission members was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Pamela Cudd, the petitioner and CEO of City of Refuge.

**Public Hearing:**

Mr. Calhoun began the public hearing with opening remarks to orient the members to the property, referring to maps in the staff analysis. He highlighted that the staff analysis was favorable to the C-4 rezoning request by stating the reasons noted in the staff analysis.

Pamela Cudd, the CEO of City of Refuge and the petitioner, confirmed the staff's analysis was accurate regarding the proposed use of the subject property. Chairman Gavin then confirmed with Ms. Cudd the uses and proposed improvements proposed for the subject property. Discussion then occurred related to the subject properties proposed renovations where Ms. Cudd assured the subject property would receive interior and exterior renovations. Chairman Gavin then confirmed with staff that no special use would be necessary in order for the proposed uses of the subject property. Ms. Mathis inquired to the number of beds proposed for the shelter to which Ms. Cudd stated there would be 32 beds located on the third floor during the initial phase of the project but that number is expected to increase. Mr. Minor then asked Ms. Cudd where their current facility is located which Ms. Cudd stated they were currently housed at 201 Bryant Avenue. It was noted, however, that City of Refuge has a partnership with several local schools and churches that help to make up for their current lack of an adequate facility. Chairman Gavin inquired if City of Refuge's current Byant Avenue facility included a shelter to which Ms. Cudd confirmed they did not. Ms. Cudd then stated that enough funds had been obtained in order to begin phase one of the subject property's proposed redevelopment.

With no other comments heard for or against this hearing closed at approximately 7:29p.m.

**Recommendation:**

Chairman Gavin sought a motion on the requested C-4 rezoning. **Ms. Mathis made a motion to recommend the C-4 rezoning based on her agreement with the content of the staff analysis. Mr. DeLay seconded the motion and a unanimous recommendation followed, 3-0.**

(The staff analysis is attached.)

**STAFF ANALYSIS  
REZONING REQUEST  
Unified Zoning Ordinance**

**ZONING CASE:** City of Refuge is seeking a rezoning a tract of land at 120 East Morris Avenue near the downtown. The property totals 2.3 acres and their request is to rezone from Heavy Manufacturing (M-2) to Transitional Commercial (C-4). The tract is presently a large vacant manufacturing structure with a small off-street parking lot. The request was prompted by the desire to redevelop the structure in order to serve as an emergency shelter, food bank, meal service, offices, and thrift store.

The surrounding land uses and zoning are as follows: 1) north across East Morris street are a restaurant and tire service store, zoned C-2; 2) to the east, are several tracts developed for off street parking as well as an adjacent commercial structure, zoned C-2 and M-2; 3) to the south is a commercial business (Bath and Lighting Gallery) as well as another commercial structure used for plumbing materials, zoned M-2; and 4) to the west is a large metal clad warehouse as well as a few commercial and manufacturing structures, all zoned C-4.

The rezoning request is in the jurisdiction of the Mayor and Council of Dalton.

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?	—	<u>X</u>	—
B. Have all procedural requirements been met? 1. Legal ad May 4, 2017 (18 days notice) 2. Property posted May 4, 2017 (Yes -- one sign on the lot frontage; 18 days notice.)	<u>X</u>	—	—
C. Has a plat been submitted showing a subdivision of land?	—	<u>X</u>	—
D. The following special requirements have an impact on this request:  <b>100-year flood plain</b> <b>Site Plan</b> (none required) <b>Buffer Zones</b> (none required) <b>Soil Erosion/Sedimentation Plan</b> <b>Storm Water Requirements</b>	  — — — <u>X</u>	  <u>X</u> <u>X</u> <u>X</u> <u>X</u> —	  — — — — —

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

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

*This request is interesting because of the existing diversity in this vicinity. The pyramid scheme that was our previous city history allowed uses to mix randomly, which explains why the uses and structures vary dramatically in this part of the city. The M-2 zone previously made all uses conforming uses under that severe mix design, which is no longer the case. M-2, now, does not allow any type of quasi residential, or general retail uses. The subject property is surrounded by commercial and industrial enterprises in all directions. It is fair to say the railroad to the west is a part of daily life for the homes and the businesses in this area. Streets in this area, for the most part, have good pedestrian infrastructure including sidewalks and crosswalks allowing individuals to safely walk to and from the subject property. The subject property's existing structure has been utilized primarily as a conforming office building for several years prior to its recent change in ownership meaning that manufacturing had already ceased at this location.*

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

*No impact is expected on the businesses surrounding the subject property. Investment in an underutilized and outdated facility would likely complement those surrounding and nearby properties. Buffers would not be required if the property were rezoned C-4 as requested. It's clear that the M-2 zone has existed in this area for many years, however, the trend in this area is not to expect the arrival of large, new industrial concerns. .*

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

*The subject property's size, location along a high traffic commercial corridor, and its access to high capacity utilities and sewer make it an attractive property for industrial uses. It is also notable, however, that the subject property's structure is dated and would limit certain types of commercial/industrial uses that can make structures like this a "hard sell" for strictly industrial uses.*

**(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 (M-2) zoning.**

*The applicant is committed to redevelop the subject property's structure into a shelter for women and children including educational programs, a food bank and meal service, thrift store, as well as administrative offices. The rezoning request is sought only because of the organization's need to expand from their existing facilities in order to serve a larger population. The previous owner, Shaw Industries, donated the subject property to City of Refuge with this in consideration.*

**(E) Whether the proposed 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.**

*No impact is expected. The vicinity likely has all available services - water, sewer, fire, natural gas,*

*and electricity.*

**(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 character area designated for the subject property is absorbed into the Downtown character area which aims to expand the central business district. Primary uses within this character area are noted as offices, parks, retail, multi-family residential, government facilities/services, and mixed-use (including upper story residential), and government services. It is also stated that development patterns in this area should serve, and connect to, surrounding neighborhoods. If the CBD were to absorb the subject property in the future then the (C-3) zone would be applied. (C-3) does share many of the same uses as (C-4). Other development patterns suggested for the downtown character area include:*

- Promote commercial, civic and leisure functions of the downtown and discourage industrial uses.
- Retain and enhance existing building stock with appropriate maintenance and rehabilitation.

**(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 (C-4) 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.**

*The requested C-4 zone district is a well-established zone in the vicinity and can be seen adjacent to the subject property’s entire western border. This request, if approved, would shrink the existing M-2 zone district and enlarge the C-4 district.*

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

*N/A*

**CONCLUSION: The staff recommendation is that the requested C-4 zone can be supported:**

- 1) C-4 allows uses that are similar to those existing in the vicinity of the subject property;**
- 2) C-4 allows more permitted uses identified in the Downtown Character Area of the comprehensive plan than the existing M-2 zone and is therefore considered a consistent request; and**
- 3) The staff does not feel there is a greater probability that the current M-2 zoning designation will prompt business development at this location.**





**City of Refuge Rezoning Request  
M-2, Heavy Industrial  
to  
C-4, Transitional Commercial  
City of Dalton Jurisdiction**



**Feet  
200**



**City of Refuge Rezoning Request  
M-2, Heavy Industrial  
to  
C-4, Transitional Commercial  
City of Dalton Jurisdiction**



**DALTON HISTORIC DISTRICT**

 Dalton Historic\_Areas

**Feet  
200**





May 9, 2017

Ms. Cindy Jackson  
Chief Financial Officer  
City of Dalton  
300 West Waugh Street  
Dalton, GA 30720

Dear Cindy:

Thank you for contacting me regarding the City's desire to engage a Financial Advisor to provide advice and assistance with regard to the City's tax allocation districts and related economic development matters. Raymond James is definitely interested in assisting the City and would welcome the opportunity to work with you and the City's economic development team. Toward that end, I have provided below in bullet point format some key information regarding the experience, expertise and resources of our Atlanta-based team, particularly with respect to TADs and other economic development initiatives.

- ✓ **EXPERIENCED TEAM MEMBERS:** The Raymond James bankers who would be assisting the City are senior bankers with nearly 40 years of experience serving Georgia cities, counties and other local government entities. This experience has led to the team's development of innovative financing structures and to a well-earned reputation as honest, trustworthy and knowledgeable advisors. We strive to keep the best interest of our clients in the forefront at all times in order to help them achieve their project and/or financing goals. I would serve as the lead banker and primary contact for the City, but would be assisted by Bill Camp, Tom Owens and Gordon Mortin in the Atlanta office, as well as Gabe Agan, who works out of our Cartersville office.
- ✓ **TOP SENIOR MANAGER:** Raymond James' experience is proven through our public finance rankings. Our Firm consistently ranks in the top ten nationally for underwriting long-term municipal new issues. For 2016, the Firm ranked as the 7<sup>th</sup> national underwriter, maintaining our status as a top 10 underwriter for over five years. From 2014 to 2015, Raymond James increased the number of senior managed transactions underwritten by 36%, confirming our dedication to Public Finance. In the Southeast, the Firm was ranked #6 by par amount and #1 by number of issues underwritten in 2016. In Georgia, the Raymond James has been ranked #1 or #2 by number of transactions every year since 2008. While the engagement with the City would be for advisory services rather than underwriting services, the knowledge and experience gained from being such an active underwriter in the State and the nation on a wide variety of projects and financings will benefit the City in terms of structuring expertise and current market information.
- ✓ **TAD AND ECONOMIC DEVELOPMENT EXPERIENCE:** The Raymond James bankers in Atlanta have assisted and/or are currently assisting a number of Georgia local governments with their TAD and other economic development projects and financings. Those clients include the cities of Conyers, Doraville, Duluth, Dunwoody, East Point, Euharlee, Kennesaw, McDonough, Stockbridge, Sandy Springs and Smyrna, as well as the South Cobb Redevelopment Authority and Decatur City Schools.

- ✓ **FINANCIAL ADVISORY EXPERIENCE AND SERVICES:** Raymond James serves as financial advisor to a number of strategic Georgia clients. Those clients include the cities of Johns Creek, LaGrange, Marietta and Rome, City Schools of Decatur, Barrow County Schools, and the South Cobb Redevelopment Authority. We also recently served as FA to Paulding County and the Paulding County Water Authority on a large reservoir financing. An example of the Scope of Services we would provide to the City in connection with this assignment is attached for your review. Should the City decide to engage Raymond James as its financial advisor with regard to its TADs, we would prepare a Financial Advisory Services Agreement to be executed, which would incorporate the scope of services and the proposed fee arrangement for those services.
  
- ✓ **COMPETITIVE FEE STRUCTURE:** For the engagements we have with other local governments for a similar scope of services, we have typically charged an hourly rate of \$350 per hour plus reimbursement for travel and other out-of-pocket expenses. For services related to a specific bond issue or other form of project financing, Raymond James would not bill on an hourly basis, but rather negotiate a fee to be paid at closing of the financing. The amount of the fee would be determined based on the complexity of the financing and the services required.

Raymond James has all of the necessary experience, skills and resources to successfully advise and assist the City with regard to its tax allocation districts. We very much look forward to the opportunity to work with you and your team. If you have any questions about our credentials, please do not hesitate to contact me at the phone number or email address listed below.

Respectfully submitted,



Todd Barnes  
Managing Director  
404-279-5724

[todd.barnes@raymondjames.com](mailto:todd.barnes@raymondjames.com)

## SCOPE OF SERVICES

1. The Financial Advisor will consult with and advise the City of Dalton (the "City"), and if appropriate, the Dalton-Whitfield County Joint Development Authority (the "Authority"), with respect to the development and management of the City's existing tax allocation districts and the establishment of any potential new tax allocation districts. This advice will generally include, but not necessarily be limited to, the following:
  - a. Reviewing the Authority's Comprehensive Economic Development Strategic Plan, with a particular focus on redevelopment and financial incentives;
  - b. Assisting in the review of the Authority's and City's existing policies, procedures and practices with regard to its tax allocation districts and the related incentives and financings;
  - c. Evaluating all third-party tax allocation district project and financing proposals to determine the potential benefits, costs and other implications to the City;
  - d. Assisting in the preparation of presentations to the City Council and/or Authority and attending their meetings to discuss and answer questions; and,
  - e. Provide such other services as are mutually agreed upon by the City and the Financial Advisor;
  
2. While the City does not currently contemplate the issuance of any debt in connection with the tax allocation districts, should circumstances change in the future and the City deems it necessary to issue bonds, notes, or other debt instruments (collectively, "Obligations") in the capital markets, the Financial Advisor will consult with and advise the City with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
  - a. Obligation amounts;
  - b. Principal, interest, and final maturity dates;
  - c. Maturity amortization schedules;
  - d. Interest rates;
  - e. Redemption provisions;
  - f. Debt service;
  - g. Flow of funds;
  - h. Reserve funds; and,
  - i. Security pledges.
  
3. The Financial Advisor will, upon request, work with staff, underwriters and attorneys of the City, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the City.

4. The Financial Advisor will review and advise in the development of City information to be used by the City for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the City, if necessary.
5. For negotiated transactions, the Financial Advisor will coordinate the activities of the underwriter(s) and the financing team and attend the sale of the Obligations and advise and assist the City in the analysis of the pricing and fees to determine their reasonableness and acceptability.
6. The Financial Advisor's Public Finance Structured Investment Strategies Group can assist the City as Bidding Agent in connection with the reinvestment of bond proceeds or the investment of other project funds; however, in compliance with industry regulations, those services must be governed by a separate, written agreement covering such additional services.

#### PAYMENT TO THE FINANCIAL ADVISOR

1. For performance of the services enumerated in Paragraph 1 under Scope of Services above, the City will compensate the Financial Advisor a fee of \$350 per hour.
2. For performance of the services enumerated in Paragraphs 2-5 under Scope of Services above, the City and the Financial Advisor will negotiate a fee based upon the size and complexity of the financing, with such fee to be paid to the Financial Advisor at the closing of the financing.
3. All costs and expenses incurred by the Financial Advisor related to the performance of services under its financial advisory services agreement with the City will be paid by the City, as mutually agreed on, upon receiving an invoice from the Financial Advisor.



**City of Dalton, Georgia  
Dalton-Whitfield County Joint Development Authority**

**Tax Allocation District Financing**

Application Procedures, Policy Considerations and Application Form

**Date Approved** \_\_\_\_\_

**Important Notice and Disclaimer:**

The attached procedures, policies and forms have been prepared on behalf of the City of Dalton, Georgia (the "City") and the Dalton-Whitfield County Joint Development Authority (the "JDA" or "Authority" or "Redevelopment Agency") for the purpose of assisting private developers in the consideration of whether Tax Allocation District ("TAD") Financing for prospective projects is a realistic possibility. The authority to make the legislative findings and determinations necessary for the compliance with the TAD Statutes is vested solely and only in the City Council. Applicants and Projects are cautioned that the attached materials have been prepared primarily for informational purposes to inform applicants of the types of projects the City and JDA would consider for TAD assistance. The City and JDA reserve the right to reject any and all projects, even those which satisfy all of the attached criteria for the use of TAD for any reason whatsoever, without regard for the viability of the project. Furthermore, the City and JDA reserve the right to waive any non-conformance to these policies and approve any project the City and JDA deem favorable to the City, and to amend these policies and guidelines at any time.

## Purpose

TAD Financing (TAD) has become one of the most effective tools to encourage private investment and the revitalization of blighted properties within the State of Georgia. Tax allocation districts utilize a portion of future real property tax revenues to finance improvements necessary to facilitate new development in designated areas. Incremental increases in real property tax revenues within a specific area, frequently over a term of up to 25 or 30 years, can finance costs related to that development. TAD provides a means to increase investment, expand the economic base, increase employment opportunities and contribute to the redevelopment of blighted and underutilized property. These *City of Dalton/Dalton-Whitfield County Joint Development Authority TAD Program Guidelines* have been created to provide an understanding of the City and JDA's policy and requirements for developments seeking to utilize TAD funding.

## Background

Pursuant to House Bill 1102 (April 10, 2014) as approved by a majority of the voters of the City of Dalton in a referendum held on November 4, 2014, the City is authorized to exercise its redevelopment powers as delineated by the Georgia statute. Per Resolution 15-07, the Authority has been designated as redevelopment agency for the City. The City and JDA seek to implement the TADs consistent with the requirements of Georgia's Redevelopment Powers Law (Code of Georgia, Title 36:44) and Georgia Senate Bill 323, which was signed into law on April 11, 2016, and set forth constraints on public disclosure for economic development project proposals exceeding \$25 million in expenditures.

Per Resolution 15-26, on December 30, 2015 the City adopted a redevelopment plan and approved the formation of two TADs: 1) Tax Allocation District #1 – Downtown, and 2) Tax Allocation District #2 - East Walnut Avenue. The plan was subsequently amended by Resolution 16-23 on December 28, 2016. This resolution dissolved Tax Allocation District #2 – East Walnut Avenue and created Tax Allocation District #3 – East Walnut Avenue.

The terms “tax allocation districts or TADs” and “tax increment financing or TIF” are used throughout this document. Technically, the actual tool is widely known as tax increment financing, and the TAD (or TIF District) is the geographic area in which TIF can be used. Within Georgia, “TAD” is a term frequently used interchangeably. Most of the 50 states have some form of TIF/TAD statute on their books, and depending on the state, specific features, including the terminology used to refer to the tool and the relevant districts varies.

## Application Procedures

### Application:

*First Step:* All applications submitted for TAD financing should be preceded by a discussion or series of discussions with the Executive Director at the Dalton-Whitfield JDA, in accordance with an advance review of this Application Procedures, Policy Considerations and Application Form document. Doing so will provide the prospective developer applicant with an early sense of the City's redevelopment and economic development goals and the extent to which the proposed project may be consistent with those goals and is a potential "fit". This first step may also afford the developer the opportunity to get early stage project feedback, before a formal application is submitted and associated fees are at risk and other costs are incurred.

*Submission.* The TAD Financing Application form, policies and procedures are available on the Authority's website at [www.daltonwhitfieldeconomicdevelopment.com](http://www.daltonwhitfieldeconomicdevelopment.com). At least 5 hard copies and one digital version of each completed Application should be submitted to the Authority together with the required application fee, payable to the City of Dalton, Georgia.

### Application/Financing Fees:

(The City has not yet formalized its fee schedule for processing requests for TAD assistance. As such, the following provisions may be subject to change. The City does reserve the right to charge Applicants reasonable fees to recover the City's costs of providing tax increment financing.)

*Application Fee.* Each Application shall be accompanied with a check in the amount of \$10,000 made payable to the City (the "Application Fee"). Applications associated with project areas over 15 acres require a \$15,000 application fee. Applications involving issuance of public bonds require an additional \$10,000 application fee. The Application Fee will be used by the City to pay the costs incurred by the City in the review of the Application. Such costs may include the fees and expenses of the City's and Authority's staff time, Bond Counsel, Financial Advisor, and other consultants. In the event costs incurred for third-party services exceed the fee collected, the applicant will be so advised, and will have the option of continuing or halting the application process. The applicant will otherwise be required to remit payment for all outstanding expenses prior to final consideration of the application by City Council.

*Commitment Fee/Administrative Fee:* 1% of project's annual committed tax increment, payable annually

*Bond Issuance Costs:* **It is anticipated that the majority of approved TAD financings will be in the form of "pay go" funding.** However, in the event that TAD bonds are approved, all third party costs associated with the issuance of TAD bonds are expected to be paid from bond proceeds. In the event that bond issuance costs are incurred but the issue is not successfully

completed for any reason, the developer applicant would be fully responsible for the reimbursement and/or payment of all third party costs incurred by the Authority and City.

*Preliminary Determination of Completeness.* Upon submission, the Application will be reviewed by Authority staff to determine if it is complete. If the Application is incomplete or if additional information is needed, the Applicant will be notified in writing that the Application is not complete, and the reasons will be stated referring to the specific criteria that are not met, additional information required, or financial, legal or planning and development concerns. Applications which are determined to be incomplete or do not conform to the City's policy will not be forwarded to the TAD Committee for consideration. Applicants will be notified in writing if it is determined that the Application will not be forwarded.

Applicants shall be advised that information provided in their applications and meetings of the TAD Committee are subject to the provisions of the Georgia Open Records Act (except and to the extent constrained by SB 323). TAD Committee meetings and City Council meetings are open to the public. At their own discretion, Applicants may indicate certain information submitted is "proprietary and confidential". Any financial information designated "proprietary and confidential" shall be treated by Staff and the Committee as such and will be protected from public disclosure to the extent allowed by State law.

*Approval Process:* The process begins with Authority Staff review, followed by City Staff review, and as warranted, followed by Authority and City Staff's joint presentation and recommendation to the TAD Committee. The Applicant will be invited to present the details of the project and funding request to the TAD Committee. The TAD Committee reserves the right to approve or reject any TAD application, to require the Applicant to submit additional information, or to require Staff to perform additional due diligence. If approved and recommended by TAD Committee, a proposal is then presented to City Council for review and approval. Final approval requires City Council support and authorization.

## Policy Considerations

### Introduction

These guidelines are intended to establish key considerations the City/JDA will use in its decision-making process in reviewing proposals for TAD Financing (TAD) to fund public infrastructure and other approved and permitted uses.

These guidelines have been prepared for the purpose of (1) evaluating the feasibility of a TAD as a mechanism to fund public infrastructure improvements in connection with private development projects, and (2) to determine whether the proposed private development and public improvements within the relevant TAD district will meet the City of Dalton's economic development, land use, and other strategic goals.

### Guidelines

Beyond the typical project description, projects requesting TAD funding must further justify City assistance with additional public benefits such as advancing the City and/or JDA's economic development goals, providing needed amenities or services to community residents, long-term project viability, and community acceptance of the proposal.

In analyzing the proposed program for a TIF-funded project, the following elements are expected to be addressed:

#### 1. Redevelopment Plans:

Approved projects must be consistent with goals and objectives of the applicable redevelopment plan(s) and other overlapping community or neighborhood plans, and adopted city-wide strategic initiatives.

The City of Dalton's Redevelopment Plan for the Downtown and East Walnut Avenue TADs as approved on December 30, 2015 and subsequently amended on December 28, 2016 is available on the City's website at: [www.cityofdaltonga.gov](http://www.cityofdaltonga.gov) and at the JDA's website at: [daltonwhitfieldeconomicdevelopment.com](http://daltonwhitfieldeconomicdevelopment.com)

#### 2. Public Benefit:

All TAD-supported projects must evidence a public benefit. A project's public benefit may respond to a particular community's needs or to a City policy priority. Examples of a public benefit effect include: creating or retaining jobs, improving market conditions by becoming

a catalyst to future additional development, rehabilitating a historic structure or developing a grocery store in an underserved area, the attraction of highly desired “key” retail anchor tenants, expanding the tax base, or furthering a major City policy goal. Some examples of City policy goals include the attraction/retention of corporate headquarters, the development of student or senior housing, the enhancement of workforce job skills, and the provision of educational opportunities for residents.

The public benefit aspect of a project requires explicit explanation in the application, placing it in context with the particular area in which it will be located. Where possible, the amount of TIF assistance requested should be quantified with the proposed public benefit, such as the amount of TIF requested per new job generated.

### **3. Economic viability:**

Proposed projects will be assessed for their economic viability, based in part on current and near term market demand and likely product absorption. Projects based largely on speculative space, and other high-risk uses, will be less favorably received unless the project will meet a clear public purpose goal.

Applicants need to provide evidence of economic viability through pre-leasing agreements, market studies, commitment letters, and current and ‘highest and best use’ appraisals. Evidence of site control is required.

Applicants should demonstrate relevant development experience, and the ability to fully fund the project and manage the project through pre-development, construction, and stabilization.

Developer equity, including but not limited to land value and other cash at risk, will be invested in the project before TAD funding is made available.

### **4. “But For”:**

The City will seek to limit public assistance to those projects that would not be economically feasible without public subsidy. The applicant should be prepared to demonstrate how the proposed project meets this requirement.

### **5. Timing of Funding:**

Unless a specific exception is granted, TAD funding approval should be sought and obtained before start of construction on qualified projects. Unless a specific exception is granted, approved TAD funds are disbursed as or after taxable value is created. Commencement of project construction prior to formal approval is at the sole risk of the developer or project sponsor.

## **6. Eligible Costs:**

TAD-eligible project costs must be consistent with “redevelopment costs” as set forth in Georgia’s Redevelopment Powers Law (OCGA 36-44-2, et seq.) Under state law, eligible costs include any expenditures to achieve the redevelopment of a designated redevelopment area or portion thereof. Redevelopment costs eligible to be financed with TAD funds include capital costs (construction, renovation, demolition, and equipment acquisition), financing costs, professional service costs, administrative costs, costs of relocation, organizational costs, and site assembly costs.

## **7. Employment:**

A principal focus of TADs as an economic development tool is the retention and creation of jobs for area residents. For projects that provide temporary construction jobs, as well as future permanent jobs, a conservative estimate of jobs, as well as a hiring plan with proposed implementation and monitoring steps, may be submitted with the application.

(Note: Georgia Senate Bill 323, was signed into law on April 11, 2016, and set forth constraints on public disclosure for economic development project proposals exceeding \$25 million in expenditures, and more than 50 hires.)

## **8. Public support:**

A project should demonstrate its potential to win public support. Letters of support from key stakeholders and community groups may help evidence this.

## **9. Term:**

The maximum period over which TAD funding will be granted is 30 years. Note: The length of each approved TAD project incentive will be determined on a case-by-case basis.

## **10. Methods of Financing:**

**It is anticipated that most project financing will be provided in the form of “Pay Go” funding.** However, TAD Applications may request project assistance be provided in the following forms:

- a) Special Obligation Bond or Note financing
- b) Direct Reimbursement to the Applicant
- c) Pledge of tax increment revenues to repay a portion of private finance over time (e.g. “Pay Go”)
- d) Any combination of the foregoing

**In the event that a bond issuance is applied for, the applicant should not expect the City to provide support beyond the pledge of project-generated tax increment, i.e. any proposed bond issuance should be marketable on its on merit, without government backing or associated public credit support.**

## **Application Review and Financial Analysis**

An internal or City-sponsored financial analysis of the project will determine project viability, available TIF funds, and potential increment generation to determine an appropriate level of TIF assistance. Applicants should expect to maximize private sector debt and equity before seeking TIF or other public assistance. Financial information must be submitted in a form acceptable to the City.

### **1. Applicant's financial condition**

The City will evaluate the overall financial condition of each applicant in terms of their ability to complete the proposed project. This includes the applicant's credit worthiness, its current financial condition, past credit history and loan payment history. Applicants are required to complete an Economic Disclosure Statement for review by the City. (Again, refer to SB 323 as appropriate.)

### **2. Applicant's track record**

The applicant must describe the ownership and management structure for the proposed project, including the responsibilities of each principal. Background information on how the principals addressed similar responsibilities on prior projects should also be included.

The capacity of the team will be evaluated with respect to the following:

- Experience with similar projects
- Financial capacity for completion of the project
- Performance on past or current projects receiving City/JDA assistance
- Performance on any other City/JDA contracts.

### **3. Financing structure**

The applicant must demonstrate that conventional financing sources and other assistance (tax credits, etc.) are not adequate for the project. The following items must be outlined in the application:

- Sources and amounts of non-TIF resources
- Debt/equity sources
- Cost of project (e.g., construction cost per square foot)
- Development fee (if any)
- Other fees (e.g., architecture, legal)

If any of the above is outside typical levels for the project type, this should be noted and explained.

#### **4. Return on investment calculation for private investors**

The applicant's returns, with and without TAD funding, will be evaluated. To that end, the project application should, when applicable, provide an analysis of these return calculations. The City may evaluate this information in comparison to market based parameters for various types of projects utilizing appropriate benchmarks such as the Korpacz Real Estate Investor Survey (published by PricewaterhouseCoopers LLP) which provides quarterly data on Internal Rate of Return and Capitalization Rates for various project types, by major markets.

Public participation available through TAD funding, based upon available real property tax increment, is not expected to exceed more than 10-15% of total project costs, for privately sponsored development projects.

In general, the City will seek to limit TAD assistance to the incremental revenue generated by that specific project, but may allow a higher allocation for Special Merit Projects\* if such additional funding is available within the TIF district.

#### **\*Special Merit Project Consideration\***

Additional consideration as to the level of subsidy provided by the City may be given to projects that address one or more of the following. At the time of this writing, the City's highest redevelopment priorities are associated with the following:

- a) Redevelopment of significantly vacant, blighted, and/or abandoned sites
- b) Attraction of a national or regional corporate headquarters, or a major operations center
- c) "High impact retail", anchored by retailers known for high consumer drawing power. Expected to significantly transform a commercial area.
- d) Creation or retention of a significant number and/or quality of jobs
- e) A project meeting another major economic development priority for the City

#### **5. Direct and indirect economic benefit analysis**

The applicant will provide an analysis of all estimated direct and indirect benefits of the project — property tax, sales tax, etc. or reimburse the City for the costs of a similar 3<sup>rd</sup> party analysis.

## **District Performance**

### **Accountability and Long Term Monitoring**

*Developer Accountability:* As part of the approval process, the developer or private project sponsor will enter into a development agreement with the City and JDA which sets forth various project specifications and associated deliverables in exchange for TAD funding. The development agreement will specifically cite the developer's good faith performance obligations. This will include on-time delivery of the project, in substantial conformance with approved specifications. It will also include periodic reporting requirements, e.g. through construction and stabilization, and potentially until any associated bonds, notes or other obligations are paid in full. The agreement will also set forth ramifications for performance or financial defaults, which may include clawbacks of public funds previously disbursed.

Approved project applicants should expect to provide annual progress reports regarding construction status, market absorption, jobs and investment levels to JDA, for not less than the later of one year past 80% accumulated investment attainment threshold, or one year past full project stabilization. (Note: projects funded using tax allocations bonds may require more extensive and frequent monitoring and longer standing requirements.)

*Staff Responsibilities:* Each active TAD and their associated fund(s) will be subject to the City's annual 3<sup>rd</sup> party audit process. The TAD Committee may also authorize a periodic update from the JDA, as Redevelopment Agency, to monitor each district's progress in meeting the goals and objectives of each redevelopment plan and each TAD's contributions to the region's Comprehensive Plan.

Using various metrics to evaluate performance, staff will have the ability to illustrate progress toward meeting district specific goals and identify potential districts which may be candidates for termination and/or repeal.

**Project information will be retained by the City until all associated City funding obligations have been fully extinguished.**

## **Tax Increment Financing Application**



**City of Dalton, Georgia**  
**Dalton-Whitfield County Joint Development Authority**

Complete and provide the following information, including all attachments requested in Appendix I, to the Dalton-Whitfield County Joint Development Authority. Please attach additional pages as necessary to provide complete answers. Failure to provide all required information in a complete and accurate manner could delay processing of your application. The City reserves the right to delay or stop the processing of an application lacking all required items.

**Applicant Information**

a. Company Name: \_\_\_\_\_  
Years in Business: \_\_\_\_\_ Primary Contact Person/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

b. Applicant's Legal Counsel: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

c. Property Owner\*: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

*\*If the Applicant is not the property owner, provide evidence of site control (i.e. deed, option to purchase or purchase contract).*

**Applicant's Business Information:**

- a.  Corporation  Partnership  Sole Proprietorship  Other
- b. State of incorporation/ organization and year: \_\_\_\_\_
- c. Will new entity be created for ownership?  Yes  No
- d. Principals of existing or proposed corporation/partnership/LLC and extend of ownership interest:

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>Interest</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the City of Dalton, an employee or board member of the Dalton-Whitfield County JDA, Whitfield County or the Dalton Board of Education, or a member of or related to an influential board, committee, task force, agency or other relevant body?

Yes  No If yes, give the name and relationship of the employee or board member:

\_\_\_\_\_

Have any of the principals of the corporation/partnership/LLC ever been charged or convicted of a misdemeanor or a felony?  Yes  No If yes, please furnish details:

\_\_\_\_\_

Compliance with the City of Dalton's Ethics Policy is essential. Please make all required disclosures as required therein:

\_\_\_\_\_

\_\_\_\_\_

**Please attach as Exhibit A:**

- Resumes of principals
- Articles/Bylaws of corporation/partnership/LLC
- Partnership agreement

- A list of all properties in the City of Dalton or Whitfield County, whether located in a TAD or not, in which Applicant or Developer has an ownership interest either as an individual or as part of a corporation/partnership/LLC.

## **Project/Property Information**

Project Name: \_\_\_\_\_

Describe project/proposed land use. Include parcel number(s) and current land use:

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Project Address/Location: \_\_\_\_\_

Project Summary: Building Area: \_\_\_\_\_ SF      # Stories: \_\_\_\_\_ Basement  Yes  No  
Land Area: \_\_\_\_\_ SF      # Units: \_\_\_\_\_ # Parking Spaces \_\_\_\_\_  
(Deck or surface: \_\_\_\_\_)

Project amenities: \_\_\_\_\_  
\_\_\_\_\_

Will project incorporate any "sustainable" concepts?  
\_\_\_\_\_

Current and Prior land use(s):  
\_\_\_\_\_

Will a zoning change be requested?  
\_\_\_\_\_

Identify other approvals, permits, variances, or licenses required:  
\_\_\_\_\_  
\_\_\_\_\_

Discuss neighborhood impact/support:  
\_\_\_\_\_  
\_\_\_\_\_

Discuss impact on City Schools' demand and cost impacts, and those of other City services:

Number of existing jobs on site: \_\_\_\_\_

Temporary construction jobs (estimated): \_\_\_\_\_

Estimated number of permanent jobs created after completion of the Project Plan:

\_\_\_\_\_ Full time \_\_\_\_\_ Part-time \_\_\_\_\_ Seasonal

Estimated average salary of new jobs to be location within the Project: \$ \_\_\_\_\_

**Development Team**

Developer \_\_\_\_\_

Architect \_\_\_\_\_

Surveyor \_\_\_\_\_

Contractor \_\_\_\_\_

Sales/LeasingBroker/PropertyManager:  
\_\_\_\_\_  
\_\_\_\_\_

Other Members \_\_\_\_\_

Community \_\_\_\_\_ Partners(if \_\_\_\_\_ any):  
\_\_\_\_\_

Describe team expertise and related project experience:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Team Projects: (Include City/State, Land Use, Units/SF, Project size, Year completed,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential contactors (name and/or type)

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**Project Timetable**

Final Plan/Specification Preparation \_\_\_\_\_

Bidding & Contracting \_\_\_\_\_

Firm Financing Approval \_\_\_\_\_

Construction/Rehabilitation \_\_\_\_\_

Landscaping/Site Work \_\_\_\_\_

Occupancy/Lease Up/Stabilization \_\_\_\_\_

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**Please Attach as Exhibit B:**

- Evidence of site control, if any
- Parcel maps with parcel numbers
- Leases and pre-lease commitments, if any
- Preliminary site and building plans/elevations, if applicable
- Phase I Environmental Assessment, if available
- Appraisal, if available

**Project Budget and Financial Strategy**

**Sources & Uses**

<u>SOURCES</u>	<u>NAME</u>	<u>AMOUNT</u>
Bank Loan	_____	\$ _____
Other Private Funds	_____	\$ _____
Equity	_____	\$ _____
Fed Grant/Loan**	_____	\$ _____
State Grant/Loan**	_____	\$ _____
Other Loans	_____	\$ _____
Tax Increment **	_____	\$ _____
<b>TOTAL BUDGET</b>	_____	<b>\$ _____</b>

\*\*Public investment as a percentage of total budget: \_\_\_\_\_ %

<u>USES</u>	<u>AMOUNT</u>
Land Acquisition	\$ _____
Demolition (if applicable)	\$ _____
Site Development	\$ _____
Construction/Hard costs	\$ _____
Soft costs: A&E fees, permits	\$ _____
Financing fees	\$ _____
Developer fee	\$ _____
Contingencies	\$ _____
Debt Service and Reserves	\$ _____
Tax Increment **	\$ _____

**TOTAL BUDGET** \_\_\_\_\_ \$ \_\_\_\_\_

Source of Budget data:  Developer  Architect  Contractor  Other \_\_\_\_\_

**\*\*\* Attach detailed summary or pro-forma income analysis as necessary \*\*\*\***

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

Lender(s): \_\_\_\_\_

Loan Amount: \$ \_\_\_\_\_ Preapproved  Yes  No

Amount of Tax Increment Requested for:

- Building Demolition \$ \_\_\_\_\_
- Environmental Remediation \$ \_\_\_\_\_
- Public Improvements\* \$ \_\_\_\_\_
- Site Improvements \$ \_\_\_\_\_
- Land Acquisition \$ \_\_\_\_\_

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

\* % of total request associated with public infrastructure improvements: \_\_\_\_\_

Total Subsidy Requested\*\*: \$ \_\_\_\_\_

Current Assessed Value on Project Site: \$ \_\_\_\_\_

Current Annual Real Estate Taxes on Project Site:

City \$ \_\_\_\_\_  
County \$ \_\_\_\_\_  
School District \$ \_\_\_\_\_

Estimated Assessed Value upon Completion:

Phase I \$ \_\_\_\_\_  
Phase II \$ \_\_\_\_\_

Estimated Real Estate Taxes upon Completion:

Phase I \$ \_\_\_\_\_  
Phase II \$ \_\_\_\_\_

Other public funding / grant(s) potentially involved?  Yes  No  
(Note whether planned, applied for, or approved)

Sources:

\_\_\_\_\_  
\_\_\_\_\_

Application status:

\_\_\_\_\_  
\_\_\_\_\_

Likelihood of award:

\_\_\_\_\_

Other funding:

\_\_\_\_\_  
\_\_\_\_\_

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**Please attach as Exhibit C:**

- Analysis justifying economic need for TAD financing
- Loan pre-approval or commitment letter(s), if any
- Detailed project pro-forma, including reasonable and defensible assumptions, projected IRRs.
- Support for proposed market rents and/or sales projections
- Personal financial statements of principals
- Schedule of existing project debt, if any

**Applicant Certification and Acknowledgement**

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned’s knowledge. The undersigned authorizes the City of Dalton and the Dalton-Whitfield Joint Development Authority to check references and verify financial and other information. The undersigned also agrees to provide any additional information as may be requested by the City and the Authority after the filing of this application.

I acknowledge being informed that the City of Dalton and/or the Dalton-Whitfield Joint Development Authority will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Allocation District Financing (TAD), the amount of TAD funding requested, other public programs used, if any, and the projected development impact of the TAD funding requested (jobs created, tax base impact and total project investment). I have been informed by the City and the Authority, and I understand, that information provided by me in connection with this application or with assistance from the City, if any is given will, only to the extent permissible by law, be treated as confidential.

Upon project approval, the Applicant/Developer will enter into a Development Agreement with the City and the JDA, which will include the Applicant/Developer’s obligation to provide periodic updates on the progress and performance of the Project.

I agree to notify the City, in writing, of any changes that materially affect the accuracy of this statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

**A \$10,000, non-refundable, review fee is required with the submission of this application.**

If City and JDA Staff determines that this project meets the goals and guidelines of the City of Dalton, additional fees may be required to cover the costs of a full analysis of the requested TAD Funding proposal. The City and/or JDA reserve the right to engage independent consultant(s) to assist in the review of the application. In this event, the applicant may be presented the option of advancing or halting the application process, and will be expected to pay for all third-party costs incurred. If you have any questions, please contact Carl Campbell at (706) 260-1761 or [Campbell@daltonchamber.org](mailto:Campbell@daltonchamber.org).

Along with the requisite \$10,000 fee, please return three (3) complete hard copies (in three-ring binders) and one complete digital copy of the application to:

Dalton-Whitfield Joint Development Authority  
Attn: Carl Campbell, Executive Director  
100 S. Hamilton St.  
Dalton, Georgia 30720  
[Campbell@daltonchamber.org](mailto:Campbell@daltonchamber.org)

**TAX ALLOCATION DISTRICT FINANCING PROPOSAL REVIEW WORKSHEET**

**1. The project meets the criteria set forth in “Policy Consideration-Guidelines”  
(Yes or No)**

- a) Consistent with redevelopment plan(s), city plans and ordinances, and economic development strategies
- b) Generates meaningful public benefit
- c) Economic viability is demonstrated
- d) Demonstrates need for TAD funding with the “*but-for*” analysis
- e) Contributes to retention or creation of jobs

Comments: \_\_\_\_\_  
\_\_\_\_\_

**2. Land Use: Up to 20 points**

- Retail
- Office/Commercial
- Mixed-use
- Housing (Senior/Student)
- Industrial

Comments: \_\_\_\_\_  
\_\_\_\_\_

**3. Type of Development: Up to 20 Points**

- Redevelopment of Existing Substandard Structures
- Development of Vacant Land

Comments: \_\_\_\_\_  
\_\_\_\_\_

**Up to 10**



**8. Bonus Points for Special Merit Projects:**

**Up to 10 Extra Points**

\_\_\_\_\_ Bonus for high merit/high priority project

Comments: \_\_\_\_\_

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**Sub-Total Points:** \_\_\_\_\_

**Total Points:**

Overall Project Analysis:

- 90 – 100 Points (Very High)
- 80 – 90 Points (High)
- 70 – 80 Points (Good)
- < 70 (Needs Improvement)

**ORDER**

By the signatures of their duly authorized representatives below, the Ramundsen Public Sector, LLC entity identified below ("**SunGard**") as successors in interest to SunGard Public Sector LLC and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below ("**Order Execution Date**").

("Order Execution Date"). This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at <http://www.sungardps.com/legal-agreements/> ("SST") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

The terms and conditions contained in this Order, including prices, will be honored as set forth herein, provided the Order is fully executed and delivered by June 23, 2017.

<b>Ramundsen Public Sector, LLC</b>	<b>Dalton Fire Department, GA</b>
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

CUSTOMER # \_\_\_\_\_

SUNGARD ORDER # \_\_\_\_\_

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## SOLUTION AND RELATED INFORMATION

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1. **SOLUTION:** SunGard ONESolution Public Safety and Justice
2. **INITIAL TERM:** [Perpetual]
3. **SCOPE OF USE:**
  - a. **DESIGNATED LOCATION(s):** 501 West Waugh Street, Dalton GA 30720
  - b. **REGION:** UNITED STATES
4. **LICENSE AND INITIAL SUPPORT FEES:** See Project Cost Supplement

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Support for the Initial Support Term is provided at no charge. The Support Fee in the table above represents the support fee for the first Renewal Support Term and is payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.
3. Customer's right to use the underlying Solution is strictly conditioned on the execution of SunGard's Agency Access Agreement by and among SunGard, Customer and Whitfield County, GA.

5. **SUPPORT TERM:**
  - a. **INITIAL SUPPORT TERM:** 12 months from the Order Execution Date.
  - b. **RENEWAL SUPPORT TERM(S):** Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).
6. **SERVICES:** See Project Cost Supplement

Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

7. **PAYMENT TERMS:** See Project Cost Supplement

**APPLICABLE TAXES ARE NOT INCLUDED IN THE PROJECT COST SUPPLEMENTS, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.**

8. **ADDRESSES:**

- a. **CUSTOMER ADDRESS FOR INVOICES:** 501 West Waugh Street, Dalton GA 30720
- b. **CUSTOMER ADDRESS FOR NOTICES:** 501 West Waugh Street, Dalton GA 30720
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 501 West Waugh Street, Dalton GA 30720
- d. **SUNGARD'S ADDRESS FOR NOTICES:**  
Ramundsen Public Sector, LLC  
Attn: Legal Counsel  
1000 Business Center Drive  
Lake Mary, FL 32746

**9. LIABILITY CAP:** The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to SunGard under this Order

**10. SPECIFIED CONFIGURATION:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

**11. GOVERNING LAW:** Notwithstanding, provision in Section 10.10 (a) of the SST, the following shall apply. Any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Georgia excluding choice of law. Each party irrevocably (i) agrees that the Whitfield County, GA shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

**12. TERMINATION FOR CONVENIENCE:** Customer may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before the intended termination date to Contractor at the address given above. Such termination shall be without liability or penalty provided, however, that no such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination and Customer, as a condition of such right of termination for convenience, must first remit to SunGard payment in full of: (a) all license fee amounts for the Component Systems(s), (b) all amounts for all third party products provided by SunGard under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard, (d) all reimbursable expenses incurred by SunGard, and (e) all amounts which remain due for maintenance as of the effective date of termination.

**13. OTHER TERMS APPLICABLE TO THIS ORDER:**

- **PROJECT COST SUPPLEMENT**
- **SUPPORT SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES**
- **GIS SOFTWARE SUPPLEMENT**
- **GENERAL PROJECT CONDITIONS SUPPLEMENT**
- **DATA ACCESS SUBSCRIPTION SUPPLEMENT**
- **AGENCY ACCESS SUPPLEMENT**

**PROJECT COST SUPPLEMENT**

**License Fees**

**Computer-Aided Dispatch**

Product Code	Product Name	Quantity	Ext Price	Maintenance
CAD-INT-FIREHOUSE	ONESolution CAD to ACS FIREHOUSE RMS Interface	1	5,500.00	880.00
<b>Totals:</b>			<b>\$ 5,500.00</b>	<b>\$880.00</b>

**Professional Services**

**Computer-Aided Dispatch**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
CAD-INT-FIREHOUSE	ONESolution CAD to ACS FIREHOUSE RMS Interface	-	1,400.00	-	-	-	-	-	1,400.00
<b>Ext Price:</b>									
<b>Totals:</b>		<b>-</b>	<b>\$1,400.00</b>						<b>\$1,400.00</b>

**Services**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-PSJ-PM	ONESolution Public Safety & Justice Project Management	480.00	-	-	-	-	-	-	480.00
<b>Ext Price:</b>									
<b>Totals:</b>		<b>\$480.00</b>							<b>\$480.00</b>

**Product & Services**

<b>License Fees:</b>	\$5,500.00
<b>Professional Services:</b>	\$1,880.00
<b>Subtotal:</b>	\$7,380.00
<b>Total:</b>	\$7,380.00
<b>Maintenance:</b>	\$880.00

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## SUPPORT SUPPLEMENT

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1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.
2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.
4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

## Support Standards

**I. Support Hours: Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Support Hours are twenty-four hours per day, seven days a week ("7x24").

**II. Targeted Response Times.**

"Notification" means a communication to SunGard's help desk by means of: (i) SunGard's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard's then-current policies and procedures for submitting such communications.

With respect to SunGard's support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard "Telephone Support" hour occurring after SunGard's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard's online support portal, and b) when SunGard's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access accounts for SunGard staff and each session participant.

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## SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

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SunGard will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – SunGard will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles' round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport or client site is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 20% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

### **MEALS**

\$57.00 per day Standard Per Diem

\$11.40 – Breakfast

\$14.25 – Lunch

\$31.35 – Dinner

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## GIS SOFTWARE SUPPLEMENT

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Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

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## GENERAL PROJECT CONDITIONS SUPPLEMENT

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<b>General Project Conditions - Applies to Entire Project</b>
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- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

#### Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

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**DATA ACCESS SUBSCRIPTION SUPPLEMENT (POLICE TO POLICE)**

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**1. Additional Definitions.**

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
  - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.
- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

**3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

**4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

**5. User Responsibilities.**

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.
- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

**6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

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## AGENCY ACCESS SUPPLEMENT

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### AGENCY ACCESS AGREEMENT

Whereas, Whitfield County, GA ("**Customer**") and SunGard Public Sector LLC ("**SunGard Public Sector**") entered into that certain Software License and Services Agreement dated June 13, 2016 ("Licensee Agreement"); and

Whereas, Dalton Fire Department ("**Accessor**") desires to obtain access and a limited right to use the Software licensed by Customer under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector has granted Customer permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

#### ALL SOFTWARE APPLICATIONS UNDER THE LICENSEE AGREEMENT

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Customer and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of SunGard Public Sector. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

4. Obligations of SunGard Public Sector, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Customer's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

## **RESOLUTION 17 - 08**

### **RESOLUTION AUTHORIZING THE AMENDMENT OF EASEMENT**

**WHEREAS**, the Board of Water, Light, and Sinking Fund Commissioners of the City of Dalton ("Dalton Utilities") and Oglethorpe Power Corporation, a Georgia electric membership corporation ("OPC") (as successor to Duke Energy Murray, LLC), are parties to that certain Water Supply and Waste Water Pipeline Right-of-Way and Easement Agreement dated December 6, 2000, recorded in Deed Book 385, Page 305, in the Office of the Clerk of Superior Court of Murray County, Georgia, and in Deed Book, 3478 Page 1, in the Office of the Clerk of Superior Court of Whitfield County, Georgia, as amended by that certain Amendment to Water Supply and Waste Water Pipeline Right-of-Way and Easement Agreement, dated June 1, 2001, recorded in Deed Book 524, Page 711, aforesaid Murray County records, and in Deed Book 4305, Page 205, aforesaid Whitfield County records (the "First Amendment"), as further amended by that certain Second Amendment to Water Supply and Waste Water Pipeline Right-of-Way and Easement Agreement, dated November 27, 2013, recorded in Deed Book 800, Page 91, aforesaid Murray County records, and in Deed Book 5974, Page 33, aforesaid Whitfield County records (the "Second Amendment") (as amended, the "Easement Agreement");

**WHEREAS**, Dalton Utilities has determined that it is consistent with the best interests of Dalton Utilities that it amend the Easement Agreement to permit OPC to install electrical lines within the Pipeline Easement Area previously established by the Easement Agreement (the "Third Amendment");

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Dalton is hereby authorized to enter into any and all contracts necessary to consummate the Third Amendment; and

**WHEREAS**, the City of Dalton has agreed to the Third Amendment; and

**WHEREAS**, the terms of the Third Amendment have been reviewed and approved by the City of Dalton;

**BE IT RESOLVED**, that the Mayor of the City of Dalton be, and is hereby is, authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton the Third Amendment, and such other agreements, instruments, certificates, assignments, papers and documents which, may be necessary or desirable to effect the Third Amendment; and such agreements, instruments, certificates, assignments, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton, and the execution of such agreements, instruments, certificates, assignments, papers and documents by the Mayor on behalf of the City of Dalton as herein authorized shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the Mayor in connection with the Proposed Easement which are in conformity with the purposes and intents of these

Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers and documents on behalf of the City of Dalton.

**BE IT FURTHER RESOLVED**, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City of Dalton or the City of Dalton's seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other document shall not affect its validity or the obligation of the Mayor and Council of the City of Dalton thereunder.

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

**BE IT FURTHER RESOLVED**, that these Resolutions shall take effect immediately upon their adoption.

**ADOPTED AND APPROVED** this \_\_\_\_ day of June, 2017.

**City of Dalton, Georgia**

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

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

(SEAL)

**Return to:**

Georgia Power Company  
Attention: Connie Martin  
Land Department – Bin 10151  
241 Ralph McGill Boulevard, NE  
Atlanta, GA 30308-3374

**Cross Reference to:**

Deed Book 1837, Pages 194-199  
Deed Book 1838, Pages 100-105  
Walker County, Georgia records

**ASSIGNMENT OF EASEMENTS**

This **ASSIGNMENT OF EASEMENTS** (the "Assignment") dated effective as of March 2, 2015 is made by **GEORGIA POWER COMPANY**, a Georgia corporation ("Assignor"), in favor of the **CITY OF DALTON**, an incorporated municipality of the State of Georgia ("Assignee").

**RECITALS:**

A. Assignor has been granted the easements and rights described in that certain Easement dated January 12, 2015 by Walker County, Georgia in favor of Assignor, recorded at Deed Book 1837, Pages 194-199, Walker County, Georgia records (the "Walker County Easement") and that certain Easement dated March 2, 2015 by H. Leon Walker and Carolyn W. Walker in favor of Assignor, recorded at Deed Book 1838, Pages 100-105, Walker County, Georgia records (the "Leon and Carolyn Walker Easement").

B. The Walker County Easement granted to Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others."

C. The Leon and Carolyn Walker Easement granted Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others in the business of transmitting or distributing electricity, including, without limitation, electric membership cooperatives and members of the Integrated Transmission System..." Assignee is in the business of transmitting or distributing electricity and is a member of the Integrated Transmission System.

D. Assignor desires to assign, and Assignee desires to assume, the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged as true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to perform and be bound by all of the terms, covenants, and conditions to be observed or performed as the grantee under or pursuant to the Leon and Carolyn Walker Easement and the Walker County Easement.
4. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.
5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Assignor and Assignee have executed this Assignment on the day and year first above written.

**“ASSIGNOR”**

Signed, sealed and delivered in the presence of:

**GEORGIA POWER COMPANY**

Unofficial Witness:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

My Commission Expires:  
\_\_\_\_\_

(SEAL)

(SEAL)

*[Signatures Continue on Following Page]*

[Signatures Continue on Following Page]

**“ASSIGNEE”**

Signed, sealed and delivered in the presence of:

**CITY OF DALTON**, an incorporated municipality of the State of Georgia,

Unofficial Witness:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notary Public

My Commission Expires:

(SEAL)

\_\_\_\_\_

(SEAL)

**Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way**  
Permit No. \_\_\_\_\_

**Applicant:** Ascent Hospitality Management Company, LLC  
**Address:** 3616 S. Bogan Rd. Suite 201, Buford, GA 30519  
**Contact Person:** John Tampa  
**Phone:** 770-904-0765

**Purpose of Encroachment:** The purpose of encroachment is because of limited space to include stormwater control and water quality structures in conjunction with underground storage systems.

**A detailed drawing of the project encroachment shall be shown on a separate sheet and attached to this application and shall be made a part of this application/permit.**

**Permit Conditions**

The issuance of a right-of-way encroachment permit does not constitute an easement. This right-of-way encroachment permit is for the use on the right-of-way only. Permittee assumes all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, and will indemnify, defend, and save harmless City of Dalton (the "City") and any of its officials, employees and agents from and against any and all claims, damages and expenses, including court costs, reasonable attorney's fees arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee related to the project encroachment or this permit.

The encroachment covered hereby shall be installed in accordance with the attached plan and subject to all applicable ordinances and regulations for the construction and maintenance of streets and right-of-ways of the City. This permit is to be strictly followed and no work other than that specifically described herein is authorized. If the City or its designee undertakes to improve, change or relocate any portion of the right-of-way affected by this permit or encroachment, then the permittee or its successor, at its expense, shall be required to remove any curbing, paving or other alteration within the encroachment area and to stabilize the area for the City's intended use. The privilege of encroachment shall terminate upon notice from the City of its intended use. In the event the permittee fails to remove such curbing, paving or other alteration within the encroachment area after notice from the City, the City shall have the right to take all actions necessary to prepare the encroachment area for its intended use and the permittee shall be liable to the City for the cost thereof.

Permit requested this 23 day of MAY, 2017. The signing of this permit application commits the applicant to the Permit Conditions.

**Applicant:**

By: Ascent Hospitality and ASST  
(title) mgr

Public Works Committee Recommendation:  Approve  Do not Approve

After consideration by the Mayor and Council of the City of Dalton, the foregoing conditional encroachment application is hereby \_\_\_ approved \_\_\_ denied, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dalton, Georgia

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

Attest:

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



ADC Development Group, LLC  
 10000 N. 10th Street, Suite 100  
 Phoenix, AZ 85020  
 Phone: (602) 998-1111  
 Fax: (602) 998-1112  
 Website: www.adcdev.com

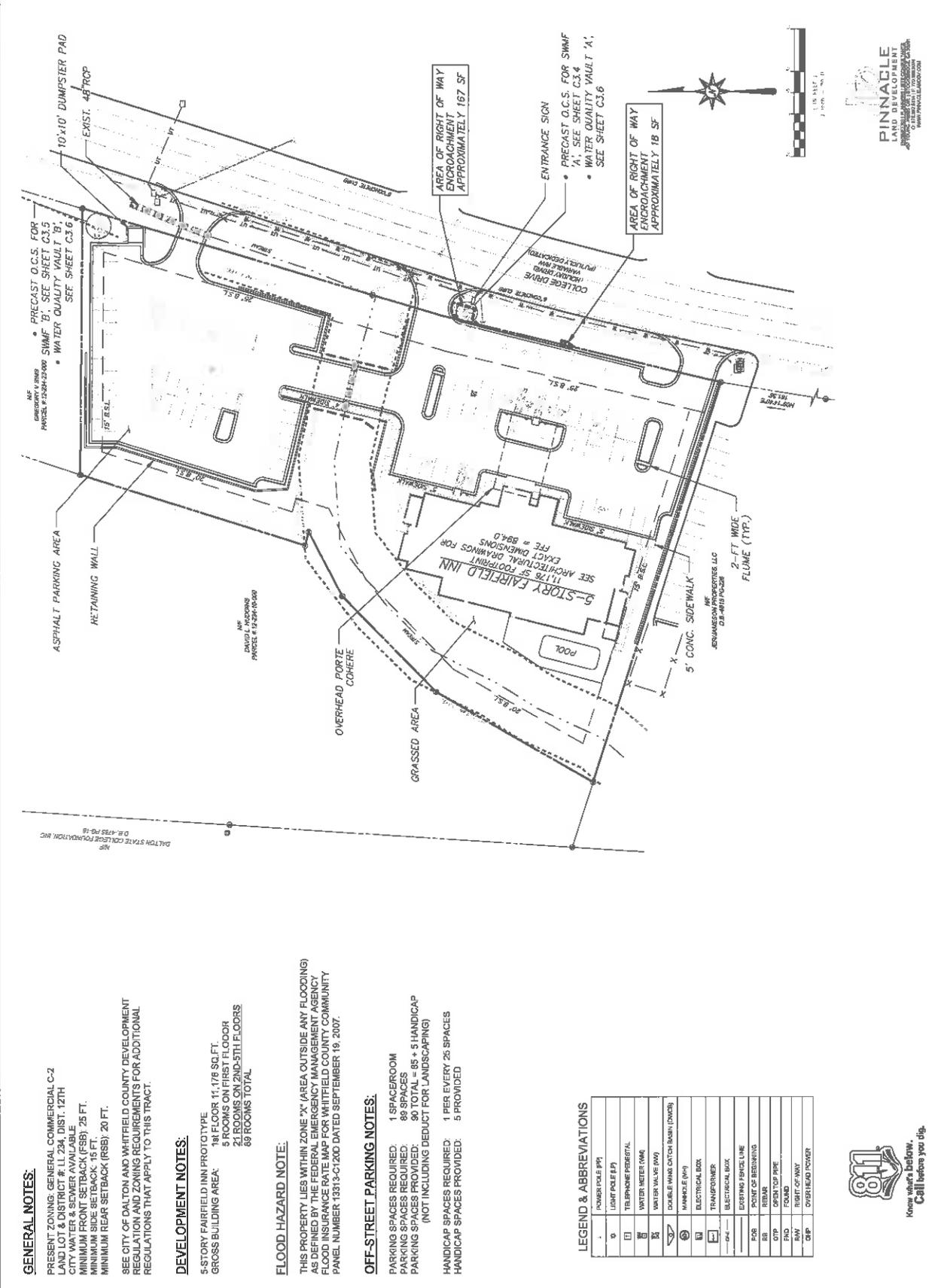


NO.	DATE	DESCRIPTION
1	10/23/16	ISSUE SET
2	11/17/17	FOR THE CITY
3	01/11/17	FOR THE CITY

790 COLLEGE DRIVE, CITY OF DALTON  
 LAND LOT 234, DISTRICT 12TH  
**BY MARIOTT**  
**FAIRFIELD INN**

DATE	DECEMBER 23, 2016
DRAWN	ALWIGNS
CHECKED	B. SMACKS
JOB NO.	110,1000-02
<b>SEE RIGHT-OF-WAY ENCROACHMENT PLAN</b>	
SHEET NUMBER	<b>XX</b>

RELEASED FOR CONSTRUCTION



**GENERAL NOTES:**

PRESENT ZONING: GENERAL COMMERCIAL C-2  
 LAND LOT & DISTRICT # 11, 234, DIST. 12TH  
 CITY WATER & SEWER AVAILABLE  
 MINIMUM FRONT SETBACK (FSB): 25 FT.  
 MINIMUM REAR SETBACK (RSB): 20 FT.  
 SEE CITY OF DALTON AND WHITFIELD COUNTY DEVELOPMENT REGULATION AND ZONING REQUIREMENTS FOR ADDITIONAL REGULATIONS THAT APPLY TO THIS TRACT.

**DEVELOPMENT NOTES:**

5-STORY FAIRFIELD INN PROTOTYPE  
 GROSS BUILDING AREA: 18 FLOOR 11,176 SQ. FT.  
 18 FLOOR 11,176 SQ. FT.  
 21 ROOMS ON 2ND-5TH FLOORS  
 69 ROOMS TOTAL

**FLOOD HAZARD NOTE:**

THIS PROPERTY LIES WITHIN ZONE "X" (AREA OUTSIDE ANY FLOODING) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR WHITFIELD COUNTY COMMUNITY PANEL NUMBER 13313-C1200 DATED SEPTEMBER 19, 2007.

**OFF-STREET PARKING NOTES:**

PARKING SPACES REQUIRED: 1 SPACE/ROOM  
 PARKING SPACES PROVIDED: 89 SPACES  
 HANDICAP SPACES PROVIDED: 5 (NOT INCLUDING DEDUCT FOR LANDSCAPING)

HANDICAP SPACES REQUIRED: 1 PER EVERY 25 SPACES  
 HANDICAP SPACES PROVIDED: 5 PROVIDED

**LEGEND & ABBREVIATIONS**

○	POWER POLE (PP)
□	LIGHT POLE (LP)
⊞	TIE SPACING PERMITAL
⊞	WATER METER (WM)
⊞	WATER VALVE (WV)
⊞	DOUBLE WAST DATCH BASIN (DWDB)
⊞	HANDHOLE (HH)
⊞	ELECTRICAL BOX
⊞	TRANSFORMER
⊞	ELECTRICAL MUX
⊞	EXISTING PARCEL LINE
⊞	POINT OF BEGINNING
⊞	OPEN TOP PIPE
⊞	FOUND
⊞	RIGHT-OF-WAY
⊞	OVERHEAD POWER



Know what's below.  
 Call before you dig.

The scale on sheet B reads only on digital drawing.



# on Art Park

# Downtown

## Contributing Artists:

Andrea Barnett

Christian Heritage High School

Cross Plains Community Partner

Dalton Middle School

Meagan Dunn

David George

Jody Harris

Maria Juan

Daisy Loera

Jimenia Lopez

SEVEN

Westwood Elementary School

