



**MAYOR AND COUNCIL MEETING  
MONDAY, DECEMBER 4, 2017  
6:00 P.M.  
DALTON CITY HALL**

**A G E N D A**

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

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of November 20, 2017
6. New Business:
  - A. Public Safety Commission Recommendations:
    - (1) - 2017 New & 2018 Renewal Alcohol Beverage Application
    - (4) - 2018 Renewal Alcohol Beverage Applications with changes
    - (98) - 2018 Renewal Alcohol Beverage Applications without changes
    - (6) - 2018 Renewal Pawnbroker Applications without changes
  - B. Work Authorization No. 2017-1 for Bidding and Construction Administration for Terminal Ramp Rehabilitation Phase I at Dalton Municipal Airport.
  - C. Dalton-Whitfield Planning Commission Recommendation:  
Recommendation regarding the Whitfield, Dalton, and Varnell Planning Commission staff's Proposed Unified Zoning Ordinance Amendments.
  - D. Community Development Block Grant Program Subrecipient Agreements:
    - Family Promise of Whitfield County, Inc.
    - Northwest Georgia Family Crisis Center

**-CONTINUED-**

E. Ordinances – First Reading:

Ordinance 17-10

To Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton Captioned “Environment” Amending Section 50-207 Captioned “Definitions” By Striking The Definition of “Final Stabilization” In Its Entirety And Substituting In Lieu Thereof A New Definition of “Final Stabilization”; To Provide For Severability; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; And For Other Purposes.

Ordinance 17-11

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

7. Supplemental Business
8. Adjournment

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

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

PROPOSAL FROM KIWANIS CLUB FOR PAVILION AT DALTON GREEN - KATHY SCHLEIER

Kathy Schleier presented a PowerPoint presentation to the Mayor and Council regarding the proposed construction of a Pavilion at Dalton Green. In the PowerPoint, Schleier revealed several images of different pavilions. Schleier further asked if there was a plan or what are the City's expectations for Dalton Green. Alderman Crews stated that the Mayor and Council needed to review past plans for Dalton Green and they will contact Ms. Schleier.

REQUEST OF DALTON HOSPITALITY ASSOCIATION TO EXTEND SERVING HOURS ON NEW YEARS EVE

The Dalton Hospitality Association came before the Mayor and Council to ask if they would consider extending the serving hours on New Year's Eve. T.J. Kaikobad pointed out that in 2000, the City allowed the extended hours for New Years that year. City Attorney James Bisson concurred that this code section was previously in code and stated that he would submit a draft ordinance for the Mayor and Council to consider.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:25 p.m.

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

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

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

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
NOVEMBER 20, 2017

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

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of November 6, 2017. On the motion of Alderman Wood, second Alderman O’Gwin, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCE - SECOND READING

Ordinance 17-08

On the motion of Alderman Goodlett, second Alderman Crews, Ordinance 17-08 To Establish Speed Zones Within The City In Accordance With O.C.G.A. §§40-6-181 through 40-6-183 and 40-14-1 through 40-14-17, as applicable; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes was tabled. The vote was unanimous in favor.

CUMMINS POWER SOUTH

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council approved the Planned Maintenance Agreement Renewal with Cummins Power South for Back-up Generator at Dalton City Hall. The vote was unanimous in favor.

FY-2017 BUDGET AMENDMENT #4

The Mayor and Council reviewed FY-2017 Budget Amendment #4 below:

**GENERAL FUND**

- (1) PD - October fund raiser for shop with a cop \$2,140, American Jeep Club Project donation \$800, and Community Foundation \$4,000, for training in mental health
- (2) FD - Walmart Community Grant funds
- (3) Donation from SPA for Heritage Point fence
- (4) Reclass LMIG funds to SPLOST 2015 Fund

FY-2017 BUDGET AMENDMENT #4

Cont'd

SPLOST 2015

- (1) GDOT 70% match for Peek Contract of \$313,953 for pavement markings 27 streets
- (2) Reclass LMIG funds from General Fund

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved Budget Amendment #4. The vote was unanimous in favor.

Resolution 17-18

Resolution of the Mayor and Council of the City of Dalton, Georgia Declaring the Results of the Election Held on November 7, 2017; and for Other Related Purposes. On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved Resolution 17-18.

Total number of votes cast FOR the issuance of the Bonds 1490

Total number of votes cast AGAINST the issuance of the Bonds 1355

FOR City Council Ward 2:

Annalee Harlan .....received 1834 votes.  
Aaron M. Marcelli .....received 772 votes.

FOR City Council Ward 4:

Gary Crews .....received 1940 votes.  
Edgar Rincon .....received 749 votes.

FOR Dalton Board of Education (Laird):

Matt Evans .....received 1762 votes.  
Steve Laird .....received 1089 votes.

FOR Dalton Board of Education (Jones):

Robert Palmer Griffin Jr. ....received 1576 votes.  
John Conley .....received 384 votes.  
Sherwood Jones III .....received 778 votes.

The vote was unanimous in favor.

ASTRA COMPANIES CONTRACT CHANGE ORDER #1 FOR HAIG MILL LAKE PARK PROJECT

The Mayor and Council reviewed Astra Companies Contract Change Order #1 for Haig Mill Lake Park Project for 3<sup>rd</sup> party materials testing services as provided by Terracon utilizing unit prices for an allowance of \$19,179.00. On the motion of Alderman Goodlett, second Alderman O’Gwin, the Change Order was approved. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING WITH CARPET CAPITAL AQUATICS CLUB, INC. (CCAC)

The Mayor and Council reviewed the Memorandum of Understanding with Carpet Capital Aquatics Club, Inc. (CCAC) for heating equipment and use of pool at John Davis Recreation Center. On the motion of Alderman Crews, second Alderman O’Gwin, the Mayor and Council approved the MOU. The vote was unanimous in favor.

APPROVAL OF FAA PRE-APP AND CIP 2019-2023 FOR DALTON MUNICIPAL AIRPORT.

On the motion of Alderman Goodlett, second Alderman O’Gwin, the Mayor and Council approved the FAA Pre-App and CIP 2019-2023 for Dalton Municipal Airport. Airport Director Justin Morrow stated the pre-app is the pre-approval before submitting it to the state. The vote was unanimous in favor.

PUBLIC WORKS TRAFFIC CONTROL CHANGE RECOMMENDATION:

30-Minute Only Parking for Loading/Drop-off - North Side of Learning Way

On the motion of Alderman O’Gwin, second Alderman Woods, the Mayor and Council approved the Public Works Traffic Control Change Recommendation as follows:

30-Minute Only Parking for Loading/Drop-off - North Side of Learning Way

The vote was unanimous in favor.

CONTRACT WITH EXTERIOR, INC., FOR 2018-2020 MOWING AND OTHER LANDSCAPING SERVICES AT 28 VARIOUS LOCATIONS

The Mayor and Council reviewed the Contract with Exterior, Inc., for 2018-2020 Mowing and Other Landscaping Services at 28 Various Locations. The Contractor agrees to perform the services specific in the Bid Alternates A,B,C and D (lump sum bid). On the motion of Alderman Wood, second Alderman Goodlett, the Contract was approved. A copy of the contract is a part of these minutes. The vote was unanimous in favor.

ANNOUNCEMENTS

(1) The Mayor announced that City of Dalton government offices will be closed Thursday, November 23rd and Friday, November 24th for the Thanksgiving holidays.

(2) Public Works Director Benny Dunn stated the City of Dalton Public Works Department will be closed to observe Thanksgiving on Thursday November 23rd and Friday November 24<sup>th</sup>. Dunn further stated that to ensure all City residents receive a pick up for the week, routes will be completed as follows:

Monday, Tuesday and Wednesday's garbage and recycling will be picked up on regular schedule.

Thursday's garbage and recycling will be picked up on Tuesday, November 21, 2017. Friday's garbage and recycling will be picked up on Wednesday, November 22, 2017.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:21 p.m.

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

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

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

**2017-2018 ALCOHOL BEVERAGE RENEWAL APPLICATIONS**

**PSC CALLED MEETING MONDAY DECEMBER 4, 2017**

**M&C MONDAY DECEMBER 4, 2017**

**(1) 2017 & 2018 ALCOHOL APPLICATION RENEWAL**

|                   |                          |
|-------------------|--------------------------|
| Business Owner:   | RBKG Holdings, LLC       |
| d/b/a:            | Stadium BBQ & Grill      |
| Applicant:        | Laura Michelle Rogers    |
| Business Address: | 933 Market St, Suite 14. |
| Type:             | Pouring Beer             |
| Disposition:      | <b>New</b>               |

**2018 ALCOHOL BEVERAGE RENEWAL APPLICATIONS**

**PSC TUESDAY NOVEMBER 28, 2017**

**M&C MONDAY DECEMBER 4, 2017**

**2018 ALCOHOL BEVERAGE RENEWALS**

- (4) 2018 Renewal Alcohol Beverage Applications **With** Changes
- (98) 2018 Renewal Alcohol Beverage Applications **Without** Changes

**2018 PAWNBROKER RENEWALS**

- (6) 2018 Renewal Pawnbroker Applications **Without** Changes

**(4) 2018 Alcohol Renewal Application - With Changes**

| d/b/a                 | Location Address         | Disposition             | Business Phone | Meetings                    |
|-----------------------|--------------------------|-------------------------|----------------|-----------------------------|
| 1 FIESTA MEXICANA #13 | 1525 CLEVELAND HWY STE 2 | DESIGNATED AGENT CHANGE | 256-366-4601   | PSC 11/28/17 - M&C 12/04/17 |
| 2 PIZZA HUT #012589   | 1505 W WALNUT AVE        | DESIGNATED AGENT CHANGE | 706-278-0622   | PSC 11/28/17 - M&C 12/04/17 |
| 3 RACETRAC #213       | 1907 CHATTANOOGA RD      | DESIGNATED AGENT CHANGE | 706-270-0005   | PSC 11/28/17 - M&C 12/04/17 |
| 4 RACETRAC #289       | 1511 W WALNUT AVE        | DESIGNATED AGENT CHANGE | 706-277-1270   | PSC 11/28/17 - M&C 12/04/17 |

**(98) 2018 Alcohol Beverage Renewals - No Changes**

| DBA  | LOCATION ADDRESS            | BUS PHONE    |  |  |
|--|-----------------------------|--------------|--|--|
| 1 ABC PACKAGE STORE                        | 530 N GLENWOOD AVE          | 706-281-4314 |  |  |
| 2 AK TOBACCO OUTLET & GIFT                 | 906 S THORNTON ST STE B     | 706-428-2877 |  |  |
| 3 ALDI #93                                 | 2210 E WALNUT AVE           | 615-449-8840 |  |  |
| 4 ALONDRA'S MEXICAN RESTAURANT             | 314 N GLENWOOD AVE STE 1    | 706-529-3562 |  |  |
| 5 APPLEBEE'S NEIGHBORHOOD GRILL            | 1322 W WALNUT AVE           | 706-278-5776 |  |  |
| 6 BAJA COOP                                | 222 N. HAMILTON ST          | 706-529-2667 |  |  |
| 7 BUCKIN' BURRITO, THE                     | 212 N HAMILTON ST           | 706-529-8226 |  |  |
| 8 CARNICERIA Y PANADERIA EL MLAGRO         | 608 MLK BLVD                | 706-272-1014 |  |  |
| 9 CHEF LIN                                 | 100 W WALNUT AVE 146        | 706-226-1663 |  |  |
| 10 CHEROKEE BREWING & PIZZA COMPANY        | 207 W. CUYLER ST            | 706-218-8065 |  |  |
| 11 CHEVRON FOOD MART                       | 100 N. OAKS DR.             | 706-259-2828 |  |  |
| 12 CHILI'S GRILL & BAR                     | 881 COLLEGE DR              | 706-226-1011 |  |  |
| 13 CHOP SHOP OF DALTON, INC., THE          | 209 W. CUYLER ST            | 706-229-9377 |  |  |
| 14 CIRCLE K #2723523                       | 1010 E. WALNUT AVE          | 706-278-3996 |  |  |
| 15 CIRCLE K #2723590                       | 2214 E WALNUT AVE           | 706-278-3996 |  |  |
| 16 CIRCLE K #2723604                       | 1200 CLEVELAND HWY          | 706-278-3996 |  |  |
| 17 CITY LIQUOR                             | 1215 N GLENWOOD AVE         | 217-294-2497 |  |  |
| 18 CONDUCTORS                              | 319 N. HAMILTON ST          | 706-277-3091 |  |  |
| 19 CORNER EXPRESS                          | 400 N. GLENWOOD AVE         | 706-529-6977 |  |  |
| 20 COURTYARD DALTON                        | 785 COLLEGE DR.             | 706-275-7215 |  |  |
| 21 COX LIQUOR                              | 1301 E WALNUT AVE           | 706-278-2392 |  |  |
| 22 CRESCENT CITY TAVERN                    | 324 S. DEPOT ST             | 706-529-0467 |  |  |
| 23 CVS/PHARMACY #5606                      | 2501 EAST WALNUT AVE        | 706-226-3664 |  |  |
| 24 CYRA'S OPEN RANGE & GARDEN              | 234 N. HAMILTON ST          | 423-718-6598 |  |  |
| 25 DALTON BREWING COMPANY                  | 112 W. KING ST              | 706-804-2739 |  |  |
| 26 DALTON DISTILLERY                       | 109 E MORRIS ST             | 706-483-2790 |  |  |
| 27 DALTON ELKS LODGE #1267                 | 1212 ELKWOOD DR             | 706-278-6565 |  |  |
| 28 DALTON FOOD & TOBACCO                   | 601 N GLENWOOD AVE          | 706-370-4097 |  |  |
| 29 DALTON GOLF & COUNTRY CLUB              | 333 COUNTRY CLUB WAY        | 706-259-8547 |  |  |
| 30 DALTON GROCERY AND TOBACCO              | 1321 DUG GAP RD             | 706-536-3507 |  |  |
| 31 DELRAY FARMS                            | 2518 E WALNUT AVE           | 773-254-4300 |  |  |
| 32 DELTA EXPRESS #3513                     | 324 N GLENWOOD AVE          | 706-278-8966 |  |  |
| 33 DOLLAR GENERAL STORE #10651             | 1004 RIVERBURCH PKWY        | 615-855-4000 |  |  |
| 34 DOLLAR GENERAL STORE #2541              | 101 W. WALNUT AVE STE 1     | 615-855-4000 |  |  |
| 35 EL PADRINO                              | 600 MARTIN LUTHER KING BLVD | 706-218-1547 |  |  |
| 36 EZ STOP                                 | 1524 E. MORRIS ST           | 706-270-0443 |  |  |
| 37 FARM GOLF CLUB                          | 187 S GOOSE HILL RD         | 706-673-4546 |  |  |
| 38 FOOD CITY #239                          | 1287 N. GLENWOOD AVE        | 706-259-6373 |  |  |
| 39 FORTUNE COOKIE                          | 801 E WALNUT AVE STE J      | 706-272-1010 |  |  |
| 40 FUJI JAPANESE STEAK, SEAFOOD & SUSHI HI | 1321 W WALNUT AVE STE 1     | 706-281-1889 |  |  |
| 41 GIO'S MEXICAN GRILL                     | 603 FLEMING ST              | 706-529-3636 |  |  |
| 42 GONDOLIER PIZZA                         | 1229 N GLENWOOD AVE         | 706-226-3030 |  |  |
| 43 GONDOLIER PIZZA                         | 900 S. THORNTON AVE         | 706-275-9575 |  |  |
| 44 HAMILTON'S                              | 243 N HAMILTON ST STE 5     | 706-270-0467 |  |  |
| 45 HILTON GARDEN INN                       | 879 COLLEGE DR              | 706-529-6000 |  |  |
| 46 HOLMES LIQUOR                           | 2205 CHATTANOOGA RD         | 706-226-1198 |  |  |
| 47 J J Y LIQUOR STORE                      | 101 W WALNUT AVE STE 13     | 706-271-0103 |  |  |
| 48 JAX'S LIQUOR                            | 1300 E MORRIS ST            | 706-226-6855 |  |  |
| 49 KROGER COMPANY #265                     | 1205 CLEVELAND RD           | 770-496-7539 |  |  |
| 50 KROGER STORE #458                       | 1365 W WALNUT AVE           | 706-270-0850 |  |  |
| 51 KUMO HIBACHI SUSHI                      | 1277 N GLENWOOD AVE         | 706-278-8886 |  |  |
| 52 KWIK SERV #10                           | 2210 CHATTANOOGA RD         | 706-307-5810 |  |  |
| 53 LA BOTANA MEXICAN RESTAURANT            | 702 FIFTH AVE               | 706-980-4293 |  |  |
| 54 LA DONA NIGHT CLUB                      | 700 REDWINE ST STE 3,4,5    | 706-913-6482 |  |  |
| 55 LA HIDALGUENSE                          | 628 FIFTH AVE               | 706-278-7151 |  |  |
| 56 LA PROVIDENCIA UNDERWOOD                | 1300 UNDERWOOD ST           | 706-529-5929 |  |  |
| 57 LAS MARGARITAS MEXICAN BAR & GRILL      | 816 WALNUT SQ BLVD STE 28 B | 706-278-3003 |  |  |
| 58 LAS PALMAS MEXICAN RESTAURANT           | 1331 W WALNUT AVE           | 706-529-8477 |  |  |
| 59 LOA BAKERY                              | 737 RIVERBEND RD            | 706-529-5530 |  |  |
| 60 LOGAN'S ROADHOUSE #427                  | 811 WALNUT SQUARE BLVD      | 706-278-0525 |  |  |
| 61 LONGHORN STEAKS OF DALTON               | 1315 W WALNUT AVE           | 706-281-1568 |  |  |
| 62 LOS PABLOS MEXICAN REST #2              | 2204 CHATTANOOGA RD         | 706-226-1411 |  |  |

|    |                                    |                             |              |  |  |
|----|------------------------------------|-----------------------------|--------------|--|--|
| 63 | LOS PABLOS MEXICAN RESTAURANT      | 1513 W WALNUT AVE STE 5 & 6 | 706-275-9320 |  |  |
| 64 | LOS REYES MEXICAN CUISINE          | 817 S HAMILTON ST           | 706-278-0995 |  |  |
| 65 | LOS REYES MEXICAN REST #6          | 1235 CLEVELAND HWY          | 706-226-8832 |  |  |
| 66 | MAGANA'S LIQUOR                    | 604 MLK JR BLVD             | 706-278-2601 |  |  |
| 67 | MAPCO #3615                        | 2000 CHATTANOOGA RD         | 706-278-0226 |  |  |
| 68 | MAPCO #3622                        | 811 RIVERBEND RD            | 706-278-2672 |  |  |
| 69 | MARISCOS PUERTO VALLARTA           | 1205 S THORNTON AVE         | 706-529-0453 |  |  |
| 70 | MAX FOOD MART                      | 1246 N. THORNTON AVE        | 706-259-2807 |  |  |
| 71 | MINI SUPER CRUZ                    | 616 4TH AVE SUITE 6         | 706-370-5920 |  |  |
| 72 | NIZZIE'S PACKAGE STORE             | 1902 CHATTANOOGA RD         | 706-279-1800 |  |  |
| 73 | NORTHWEST GA TRADE & CONV CTR AUTH | 2211 DUG GAP BATTLE RD      | 706-272-7676 |  |  |
| 74 | O'CHARLEY'S #229                   | 1520 W WALNUT AVE           | 706-226-5057 |  |  |
| 75 | OUTBACK STEAKHOUSE #1128           | 955 MARKET ST               | 706-277-9600 |  |  |
| 76 | OYSTER PUB                         | 930 MARKET ST STE# 12       | 706-259-9455 |  |  |
| 77 | PLANET OF THE GRAPES WINE BAR, LLC | 126 W. KING ST              | 706-913-0131 |  |  |
| 78 | PRODUCTOS FRESCOS DIAZ RUBEN #2    | 1100 S THORNTON AVE         | 706-529-7733 |  |  |
| 79 | QUICK STOP                         | 507 E MORRIS ST             | 706-529-4250 |  |  |
| 80 | RASPBERRY ROW                      | 205 W CUYLER ST             | 706-277-3500 |  |  |
| 81 | RED LOBSTER #0782                  | 901 W BRIDGE                | 706-279-3601 |  |  |
| 82 | RITE AID #11829                    | 1320 CLEVELAND HWY          | 706-272-9346 |  |  |
| 83 | S & G MARKET                       | 532 UNDERWOOD ST            | 865-809-7055 |  |  |
| 84 | SALON RIO GRANDE                   | 514 COMMERCE DR             | 706-260-7512 |  |  |
| 85 | STOP N GO                          | 2201 CHATTANOOGA RD         | 706-278-3388 |  |  |
| 86 | SUNRISE MARKET #4                  | 105 W WALNUT AVE            | 706-264-7467 |  |  |
| 87 | TAQUERIA EL SABOR                  | 602 MLK JR BLVD             | 706-272-1014 |  |  |
| 88 | TIBBS CONVENIENCE STORE            | 813 N TIBBS RD              | 706-278-1868 |  |  |
| 89 | TJUANA'S MEXICAN RESTAURANT #1     | 328 S HAMILTON ST           | 706-226-4113 |  |  |
| 90 | TJUANA'S MEXICAN RESTAURANT #2     | 2311 CHATTANOOGA RD         | 706-272-0524 |  |  |
| 91 | TOBACCO OUTLET                     | 1339 W WALNUT AVE           | 615-479-6075 |  |  |
| 92 | VALLARTA TAQUERIA, INC             | 801 E WALNUT AVE STE C      | 706-237-7471 |  |  |
| 93 | VFW POST #4985                     | 618 VETERANS DR             | 706-278-7401 |  |  |
| 94 | WALGREENS #05954                   | 1247 W. WALNUT AVE          | 706-428-9003 |  |  |
| 95 | WALGREENS #11994                   | 2225 E. WALNUT AVE          | 706-260-2628 |  |  |
| 96 | WALMART NEIGHBORHOOD MARKET #4528  | 98 W WALNUT AVE             | 761-209-5010 |  |  |
| 97 | WAL-MART SUPERCENTER #5173         | 815 SHUGART RD              | 706-281-2855 |  |  |
| 98 | WALNUT EXPRESS                     | 2524 E WALNUT AVE           | 706-278-3633 |  |  |

**(6) 2018 Pawnbroker Renewals**

| <b>DBA</b>  | <b>LOCATION ADDRESS</b>                   | <b>BUS PHONE</b>    |
|---|---|---------------------|
| <b>1 AMERICAN PAWN BROKERS</b>                        | <b>322 S HAMILTON ST</b>                  | <b>706-259-4228</b> |
| <b>2 DALTON PAWNBROKERS</b>                           | <b>308 S HAMILTON ST</b>                  | <b>706-278-4888</b> |
| <b>3 JACK'S PAWN SHOP</b>                             | <b>214 S HAMILTON STREET</b>              | <b>706-226-6432</b> |
| <b>4 JEWELRY EXCHANGE, THE</b>                        | <b>1711 EAST WALNUT AVE</b>               | <b>706-278-1134</b> |
| <b>5 U.S. MONEY SHOPS, APPROVED FINANCE</b>           | <b>111 NORTH GLENWOOD AVE STE A&amp;B</b> | <b>706-260-2558</b> |
| <b>6 VALUE PAWN &amp; JEWELRY/EASY CASH SOLUTIONS</b> | <b>1100 E. WALNUT AVE BAYS 1,2,3</b>      | <b>706-281-1809</b> |

**DALTON MUNICIPAL AIRPORT  
JOLLY FIELD**

**DALTON, GEORGIA**

**WORK AUTHORIZATION NO. 2017-1  
BIDDING AND CONSTRUCTION ADMINISTRATION FOR TERMINAL RAMP  
REHABILITATION PHASE I**

AP018-XXXX-XX(313)  
(Project Identification No.)

November 28, 2017  
Date:

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Dalton (OWNER) and Barge, Waggoner, Sumner and Cannon, Inc. (E/A) dated May 15, 2017.

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Scope of Services:

E/A will provide the following services: project formulation, bid phase services, construction administration services, construction inspection/observation services, materials testing services, record drawings and engineer's final report, and DBE Plan Update (3 Year Plan) (Refer to attached Exhibit A for a detailed scope of work description)

Time of Performance:

E/A will complete E/A services in time to meet the grant deadlines.

Compensation:

E/A will provide the following basic services (lump sum) as indicated in the attached Exhibit B:

TOTAL BASIC SERVICES = \$ 126,325

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Agree as to Scope of Services, Time of Performance and Compensation:

The City of Dalton

Barge, Waggoner, Sumner, & Cannon, Inc.

\_\_\_\_\_

\_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

**BIDDING SERVICES AND CONSTRUCTION ADMINISTRATION FOR  
TERMINAL RAMP REHABILITATION PHASE I  
AT THE DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

**GDOT Project Number AP018-XXXX-XX(313) Whitfield County**

**ELEMENT 1 – PROJECT FORMULATION** shall include the preparation of work scope, fee proposal, scoping meeting, and application for funding assistance. Also included is completion and filing of 7460 with FAA for construction of the project and 7480 for review of proposed Helipad landing area.

**ELEMENT 2 – BID PHASE SERVICES** shall include the distribution of the plans and specifications to interested contractors; attending and conducting a pre-bid conference for prospective bidders, preparing addenda as necessary during bidding process; answering questions from interested contractors concerning the project; assisting the owner in obtaining and evaluating bids; preparing construction contracts and providing a recommendation of award to lowest bidder.

**ELEMENT 3 - CONSTRUCTION ADMINISTRATION SERVICES**

**CONSTRUCTION ADMINISTRATION**

The SPONSOR will provide Construction Administration services for the following items of work:

**Terminal Ramp Rehabilitation Phase I:**

During the Construction Phase, the following services shall be provided:

- 1 Attend and moderate a pre-construction conference.
- 2 Make intermediate visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. Four intermediate site visits are included in this scope of work.
- 3 Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.
- 4 Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
- 5 Recommend change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations regarding contractor unit prices for change order work and assist in negotiating with the contractor to arrive, if possible, at an appropriate

compensation resulting from the proposed revisions.

- 6 Check the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
- 7 From information provided by the resident project representative or by others, compute final quantities of work completed by contractors on the project.
- 8 Make a final inspection of the completed work and provide a report of recommendation regarding contractor's final payment.
- 9 Submit project and grant closeout paperwork as required by the GDOT.

#### **ELEMENT 4: CONSTRUCTION INSPECTION/OBSERVATION SERVICES**

The SPONSOR will provide Construction Inspection services for the following items of work:

##### **Terminal Ramp Rehabilitation Phase I:**

During the Construction Phase, the following services shall be completed by a resident project representative:

- 1 Attend a pre-construction conference.
- 2 Provide resident inspection services when the contractor is engaged in performance of the work to observe and inform the engineer as to conformance with the approved plans and specifications.
- 3 Measure quantities for pay estimate verification.
- 4 Conduct wage rate interviews as necessary.
- 5 Document the construction activities with digital photographs as the work progresses.
- 6 Maintain daily reports and weekly reports.
- 7 Attend final inspection and ensure all punch list items are addressed.
- 8 Scope is based on 480 total hours of RPR services (60 days). Additional contract time will require additional compensation with owner's prior approval.

#### **ELEMENT 5: MATERIALS TESTING SERVICES**

Construction materials testing will be conducted for quality assurance by a subconsultant to confirm that the construction conforms substantially to project plans and specifications. This is to be on an as-needed basis. The Quality Assurance sub-consultant shall:

1. Perform construction assurance testing and furnish copies of results of all tests required in the construction of the PROJECT as required per specifications.

2. A summary of test results will be included as a part of the closeout process. This summary will detail passing or failing tests along with the associated contract requirements and any corrective action taken.
3. The testing involved is to be done by a competent, FAA-approved testing laboratory whose proposal and qualifications shall be subject to approval by the OWNER, FAA and GDOT .

#### **ELEMENT 6: RECORD DRAWINGS AND ENGINEER'S FINAL REPORT**

Closeout services will be provided to include preparation of record drawings for the completed work and an engineer's report which summarizes the final pay quantities, test results, and any other pertinent information relative to construction of the project.

#### **ELEMENT 7: DBE PLAN UPDATE (3 Year Plan)**

Under this phase, a qualified sub-consultant will develop a Disadvantaged Business Enterprise Plan update in accordance with 49 CFR, Part 26, associated with the Federal Aviation Administration project for a three year period (FY18-FY20).

**Exhibit B**

**DALTON APRON RECONSTRUCTION PHASE I - BID, CONSTRUCTION ADMIN, RPR, AND TESTING**

**Cost Summary**

**ELEMENT 1. PROJECT FORMULATION**

|                         |                |
|-------------------------|----------------|
| Labor Subtotal          | \$6,836        |
| Direct Expenses         | \$139          |
| <b>TOTAL (Lump Sum)</b> | <b>\$6,975</b> |

**ELEMENT 2. BID PHASE SERVICES**

|                         |                |
|-------------------------|----------------|
| Labor Subtotal          | \$5,869        |
| Direct Expenses         | \$898          |
| <b>TOTAL (Lump Sum)</b> | <b>\$6,767</b> |

**ELEMENT 3. CONSTRUCTION ADMINISTRATION SERVICES**

|                         |                 |
|-------------------------|-----------------|
| Labor Subtotal          | \$35,633        |
| Direct Expenses         | \$925           |
| <b>TOTAL (Lump Sum)</b> | <b>\$36,558</b> |

**ELEMENT 4. CONSTRUCTION INSPECTION/RPR SERVICES**

|                         |                 |
|-------------------------|-----------------|
| Labor Subtotal          | \$31,200        |
| Direct Expenses         | \$6,518         |
| <b>TOTAL (Lump Sum)</b> | <b>\$37,718</b> |

**ELEMENT 5. MATERIAL TESTING SERVICES**

|                         |                 |
|-------------------------|-----------------|
| Labor Subtotal          | \$0             |
| Direct Expenses         | \$24,568        |
| <b>TOTAL (Lump Sum)</b> | <b>\$24,568</b> |

**ELEMENT 6. RECORD DRAWINGS AND ENGINEERS FINAL REPORT**

|                         |                |
|-------------------------|----------------|
| Labor Subtotal          | \$4,289        |
| Direct Expenses         | \$0            |
| <b>TOTAL (Lump Sum)</b> | <b>\$4,289</b> |

**ELEMENT 7. DBE PLAN UPDATE**

|                         |                |
|-------------------------|----------------|
| Labor Subtotal          | \$0            |
| Direct Expenses         | \$9,450        |
| <b>TOTAL (Lump Sum)</b> | <b>\$9,450</b> |

**CONSTRUCTION AND BID PHASE SERVICES TOTAL \$126,325**

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

**MEMORANDUM**

**TO:** Whitfield County Board of Commissioners  
Mark Gibson  
Robert Smalley  
Jean Price-Garland

**FROM:** Todd Gavin  
Chairman

**DATE:** August 28, 2017

**SUBJECT: Recommendation Regarding the Whitfield, Dalton, and Varnell Planning Commission staff's proposed Unified Zoning Ordinance amendments. *(All Jurisdictions)***

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on August 28, 2016 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission were present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Ethan Calhoun, the secretary of the Planning Commission.

**Public Hearing Summary:**

Mr. Calhoun began the public hearing with opening remarks to make the members aware of the staff's proposed ordinance amendments and the reasoning behind them drawing their attention to the figure within the staff analysis.

Some discussion occurred regarding the definition of a group home where Ms. Price-Garland read the UZO's definition verbatim to the members. It was noted that the individuals occupying a group home were not simply individuals in search of shelter but rather individuals with specific needs such as the elderly, handicapped, terminally ill, or those suffering from emotional problems.

With no other comments heard for or against this public hearing closed 7:25p.m.

**Recommendation:**

Chairman Gavin sought a motion on the staff's recommended amendments. **Mr. Lidderdale made a motion to recommend the amendments as written based on his agreement with the content of the staff analysis. Mr. DeLay seconded the motion and discussion followed. Ms. Mathis inquired if group homes could be permitted via special use permit within the MU district to which the staff confirmed would work. Mr. Lidderdale amended his motion to recommend the amendments as written under the condition that group homes only be permitted via special use permit within the**

**MU district. Mr. DeLay seconded the motion and a unanimous recommendation to approve followed, 4-0.**

[Staff analysis is attached.]

## Allowing Homeless Facilities in (Non-Historic) Downtown via Special Use Review

| 2017 Proposed Text Amendments - Unified Zoning Ordinance |   |                                  |   |  |
|--|---|----------------------------------|---|--|
| Amendment  | Purpose   | Text Section                     | Current Text  | Revised/Amended Text   |
| 1  | Individual review of proposed homeless facilities | Permitted Use Table; Page 4 of 7 | Homeless Facilities<br>Permitted outright in zones: C-2, C-3, C-4 | Homeless Facility<br>Permitted outright in C-2 zone<br>Permitted via Special Use Permit in zones C-3 and C-4 |

### Additional Requirement 4-6-33

Homeless Facilities are permitted as a Special Use in the C-3 Central Business District and C-4 Transitional Commercial district provided that:

- (1.) Such use is prohibited in the local historic district boundary designated within the C-3 zone district.
- (2.) Any Homeless facility planned to redevelop and occupy an existing non-residential structure must submit a preliminary site plan.

## Allowing Group Homes in the Mixed Use (MU) district

| 2016 Proposed Text Amendments - Unified Zoning Ordinance |                                  |              |   |  |
|--|----------------------------------|--------------|---|--|
| Amendment  | Purpose                          | Text Section | Current Text  | Revised/Amended Text   |
| 1  | Allow Group Homes in MU district | Page 4 of 7  | Group Home<br>Permitted outright in zones GA, SA, R-1, R-2, R-3, R-5, R-6 and PUD | Group Home<br>Permitted outright in zones GA, SA, R-1, R-2, R-3, R-5, R-6, PUD, and MU |

Mixed Use review requires the applicant to submit a preliminary site plan as part of their application. There are instances where this use may be applicable within a Mixed Use district given the proper circumstances.

**STAFF ANALYSIS**  
**TEXT AMENDMENTS FOR**  
**UNIFIED ZONING ORDINANCE**

August 2017

**(Referencing the attached spreadsheets for details)**

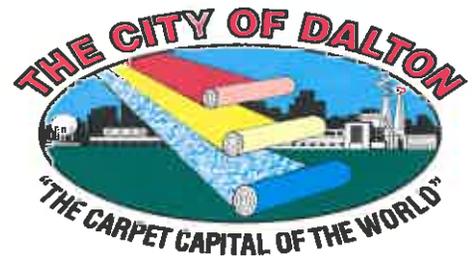
*The Unified Zoning Ordinance was adopted by Dalton, Varnell, and Whitfield County in July and August of 2015. Since that time the staff, who works to administer the Ordinance on a daily basis, identified needed corrections or clarifications, and identified oversights, all for the purpose of improving the context and readability of the zoning text.*

*The resulting text changes, as proposed, are listed in a spreadsheet (attached) that identifies the current text or current zoning, then proposes the corrected text or new zoning. The legal advertisement ran on Friday, August 11, 2017; copies of the proposed amendments were made available to the public in the Office of the Whitfield County Board of Commissioners, and in the Clerk's Office at both the Dalton and Varnell City Halls.*

**Proposed Text Amendments:** The proposed text amendments are numbered in sequence with the affected Section or passage identified in the third column. The spreadsheet also shows you the current language of the ordinance (column 4), then provides the proposed language in the last column to the right. For the staff, the proposed amendments are considered clean-up and clarification of past ordinances in the new format of the Unified Zoning Ordinance. It remains possible that more amendments may be found and a new list will be started by the staff as we move forward with administration. Maintaining an effective ordinance is part of the process.

Just as a note, the advertisement and the availability of the proposed amendments for public review is part of the process. Simultaneously, consideration of additions all the way through the public hearing is possible. If a citizen presents a proposed change at the public hearing, then consideration of that proposal, yea or nay, is part of the process. Any such additions will be highlighted and the paperwork following the public hearing will be thorough in identifying the proposed amendments in their final form in readiness for final action by each government participating in the Unified Zoning Ordinance.

*Staff Recommendation: The proposed text amendments are recommended for adoption to modify the presentation of some regulations for making the administration of the ordinance easier, and making the document more user friendly for anyone trying to interpret the rules.*



**City of Dalton  
CDBG Program Office**

300 West Waugh Street  
Dalton, Ga. 30720  
(706)529-2461 fax (706)277-4640  
cdbg@cityofdalton-ga.gov

**FY [July 1, 2017-June 30, 2018]  
CITY OF DALTON  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Family Promise of Whitfield County, Inc.

HUD GRANT NO: B-17-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1<sup>st</sup> day of July 2017 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **Family Promise**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year[FY] 2017 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$20,000.00 from Fiscal Year 2017 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

**Item 1: Use of Funds**

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2018.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

|   |           |
|---|-----------|
| Agreement Effective Date                            | 7/1/2017  |
| Deadline for Expenditure of Funds                   | 6/30/2018 |
| Agreement Termination Date                          | 6/30/2018 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2018 |

**Item 3. Uniform Administrative Requirements**

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s). ]

**Item 4. Procurement**

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

**The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.**

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

**Item 5. Property Acquisition and Relocation Services**

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

**Item 6. "Force Account" Work**

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

**Item 7. Record Keeping/Reporting**

**A. Financial Record Keeping**

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

**B. Programmatic Record Keeping/Reporting**

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on

CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

**Item 8. Subrecipient's Obligation**

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

**Item 9. "Hold Harmless"**

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

**Item 10. Funding**

**The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.**

**Item 11. Environmental Clearance**

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

**The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.**

**Item 12. Wage Rates**

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

**Item 13. Technical Assistance**

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

**Item 14. Review Authority**

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

**Item 15. Agreement Suspension and Termination**

**In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.**

**Item 16. Agreement Amendment(s)**

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

**Item 17. Effective Date and Termination Date**

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2018.

**Item 18. Program Income**

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

**Item 19. Repayments**

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

**Item 20. Audits**

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
  - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
  - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
  - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

**Item 21. Compliance with all CDBG Regulations at 24 CFR 570**

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

**Item 22. Use of CDBG funds by Faith Based Organizations**

- A. ELIGIBLE & INELIGIBLE USES:

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

**Item 23. Disputes, Default, and Termination**

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and

mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

**Item 24. Performance**

- A. **The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.**

**Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office**

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
  2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
  3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

**Item 26. Reimbursement Process**

The City of Dalton utilizes a "reimbursement process" for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE SUBRECIPIENT:  
**Family Promise**

FOR CITY OF DALTON:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature) Mayor

By \_\_\_\_\_  
(Typed Name/Title)

By Dennis Mock, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature Date)

\_\_\_\_\_  
(Signature Date)

ATTEST:

ATTEST:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature) City Clerk

By \_\_\_\_\_  
(Typed Name/Title)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature Date)

\_\_\_\_\_  
(Signature Date)

ATTEST:

By \_\_\_\_\_  
(Signature)

By Renetta Cochran  
(City of Dalton CDBG Program Manager)



**City of Dalton  
CDBG Program Office**

300 West Waugh Street  
Dalton, Ga. 30720  
(706)529-2461 fax (706)277-4640  
cdbg@cityofdalton-ga.gov

**FY [July 1, 2017-June 30, 2018]**  
**CITY OF DALTON**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: Northwest Georgia Family Crisis Center (NWGFCC)

HUD GRANT NO: B-17-MC-13-0011

CFDA Number: Community Development Block Grant program for Entitlement Communities Number: 14.218 Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development

THIS AGREEMENT, made and entered into on the 1<sup>st</sup> day of July 2017 by and between City of Dalton, a political subdivision of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and **NWGFCC**, a CDBG Subrecipient organization, hereinafter referred to as the "Subrecipient," located within the confines of the City of Dalton, Georgia, and serving CDBG-eligible residents in the City of Dalton;

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year[FY] 2017 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$17,228.00 from Fiscal Year 2017 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

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

**Item 1: Use of Funds**

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2018.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

|   |           |
|---|-----------|
| Agreement Effective Date                            | 7/1/2017  |
| Deadline for Expenditure of Funds                   | 6/30/2018 |
| Agreement Termination Date                          | 6/30/2018 |
| Deadline for Receipt of Final Reimbursement Request | 7/15/2018 |

**Item 3. Uniform Administrative Requirements**

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

[B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s). ]

**Item 4. Procurement**

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

**The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.**

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

**Item 5. Property Acquisition and Relocation Services**

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 18 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

**Item 6. "Force Account" Work**

The Subrecipient (limited to City projects only) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the City using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the City.

**Item 7. Record Keeping/Reporting**

**A. Financial Record Keeping**

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

**B. Programmatic Record Keeping/Reporting**

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the City on services carried out for all persons served and on

CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the City [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The City shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

**Item 8. Subrecipient's Obligation**

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the City of any changes in the scope or character of the activity(s) assisted through this Agreement.

**Item 9. "Hold Harmless"**

The Subrecipient does hereby agree to release, indemnify, and hold harmless the City, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

**Item 10. Funding**

**The City agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.**

**Item 11. Environmental Clearance**

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the City to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the City's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

**The Subrecipient may not obligate or expend any funds provided through this Agreement until the City provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.**

**Item 12. Wage Rates**

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. **The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations.** The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

**Item 13. Technical Assistance**

The City agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Subrecipient.

**Item 14. Review Authority**

The City shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the City to request such information from the Subrecipient, for the purpose of reviewing the same.

**Item 15. Agreement Suspension and Termination**

**In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the City.**

**Item 16. Agreement Amendment(s)**

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing to the City of Dalton CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the City of Dalton Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

**Item 17. Effective Date and Termination Date**

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2018.

**Item 18. Program Income**

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the City within seven calendar days following the end of the month in which the program income is generated. Such payment to the City must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the City has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the City within 30 calendar days of the official date of the close-out or change in status. The City agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

**Item 19. Repayments**

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the City of Dalton by the Subrecipient within 30 days of notification by the CDBG Program Office. If the City of Dalton is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

**Item 20. Audits**

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 2011 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR Part 200, or its successor.
- C. City of Dalton additional requirements for CDBG Subrecipients where the Single Audit requirements do not apply:
  - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR Part 200 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to City of Dalton within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
  - 2) All requests to the CDBG Program Office for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
  - 3) The City of Dalton CDBG Program Office or the City's Auditors shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review shall include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by City of Dalton that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to the City of Dalton CDBG Program Office, a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the CDGB Program Office and the expenditures for which these funds were used; and

The above procedures will provide the City's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to the City of Dalton.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and City of Dalton stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send two (2) copies of its Single Audit Report or independent auditor's report to the City of Dalton CDBG Program Office as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the City of Dalton CDBG Program Office later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The City reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by the City of Dalton's independent auditor as a part of their review of the Subrecipient's audit.

**Item 21. Compliance with all CDBG Regulations at 24 CFR 570**

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 - as applicable], 2 CFR Part 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the City of Dalton CDBG Program Office, upon request.

**Item 22. Use of CDBG funds by Faith Based Organizations**

**A. ELIGIBLE & INELIGIBLE USES:**

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

### **Item 23. Disputes, Default, and Termination**

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and

mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

**Item 24. Performance**

- A. **The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the City; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.**

**Item 25. Recognition of the City of Dalton Mayor and Council, and the CDBG Program Office**

- A. The Subrecipient shall ensure that the City of Dalton CDBG Program Office, the City of Dalton Mayor and Council, City Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the City of Dalton, City Manager, and HUD have provided.
  2. Provide the CDBG Program Office, Mayor and Council, and City Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., City of Dalton Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
  3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, Mayor and Council, City Manager, and HUD in the funding assistance provided to the Subrecipient.

4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, Mayor and Council, City Manager, and HUD require.

**Item 26. Reimbursement Process**

The City of Dalton utilizes a "reimbursement process" for all Subrecipients participating in the CDBG Program. All Program funds will be paid by City of Dalton to Subrecipients upon submission of acceptable payment documentation to the City of Dalton CDBG Program Office by the Subrecipient in a timeframe required by the City of Dalton CDBG Program Office. Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all Subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the Subrecipient, the more restrictive of which shall apply.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE SUBRECIPIENT:  
**NWGFCC**

FOR CITY OF DALTON:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature) Mayor

By \_\_\_\_\_  
(Typed Name/Title)

By Dennis Mock, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature Date)

\_\_\_\_\_  
(Signature Date)

ATTEST:

ATTEST:

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature) City Clerk

By \_\_\_\_\_  
(Typed Name/Title)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature Date)

\_\_\_\_\_  
(Signature Date)

ATTEST:

By \_\_\_\_\_  
(Signature)

By Renetta Cochran  
(City of Dalton CDBG Program Manager)

## **ORDINANCE 17-10**

To Amend Chapter 50 Of The 2001 Revised Code Of The City Of Dalton Captioned "Environment" Amending Section 50-207 Captioned "Definitions" By Striking The Definition of "Final Stabilization" In Its Entirety And Substituting In Lieu Thereof A New Definition of "Final Stabilization"; To Provide For Severability; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; And For Other Purposes.

**NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA**

### **Section 1.**

Amend Chapter 50 of the 2001 Revised Code of the City of Dalton captioned "Environment" amending Section 50-207 captioned "Definitions" by striking the definition of "Final Stabilization" in its entirety and substituting in lieu thereof a new definition of "Final Stabilization" which shall read as follows:

*Final Stabilization:* All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscape areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region). Final stabilization applies to each phase of construction.

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

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

## **ORDINANCE 17-11**

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

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

### **Section 1**

Upon investigation and inquiry, the Mayor and Council find that the below described section of a Section of College Drive, formerly known as Holiday Avenue in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017 and pertaining to property in Land Lot No. 234 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit "B" attached hereto and incorporated herein by reference for complete description of said section of College Drive, formerly known as Holiday Avenue.

### **Section 2**

Notifications to property owners located on the property described above to be closed has not been given since the adjoining property owners are the petitioners and the City of Dalton.

### **Section 3**

The section of College Drive, formerly known as Holiday Avenue to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street, road and transportation purposes shall cease upon the effective date of this Ordinance.

### **Section 4**

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

**Section 5**

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to those contiguous owners or their successors in title for the following consideration which has been paid to the City of Dalton: \$130,000.00 paid by S&S Property Holdings, LLLP and \$6,200.00 paid by 503 College Drive, LLC.

**Section 6**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7**

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

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_

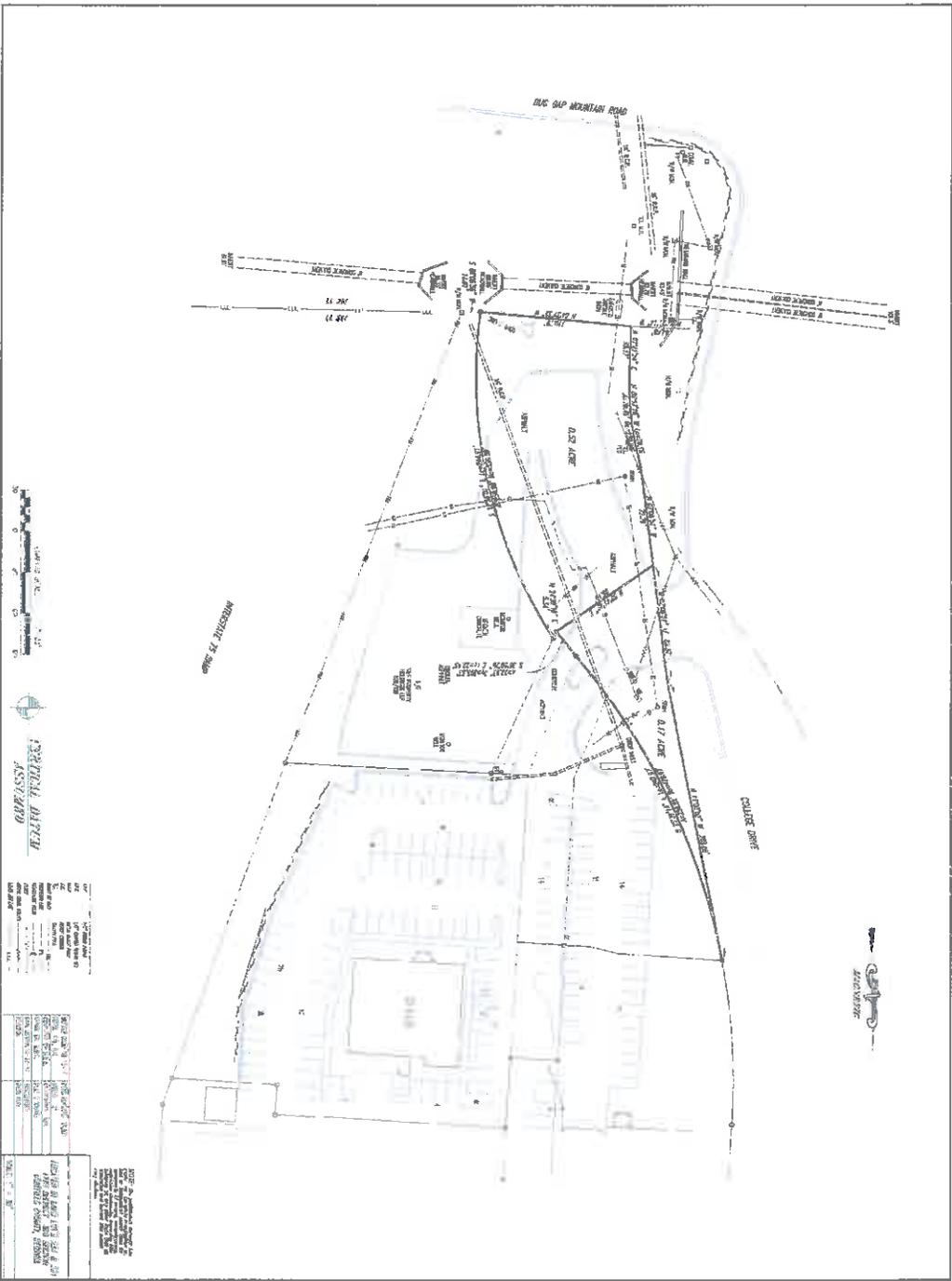
CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of \_\_\_\_\_.

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CITY CLERK  
CITY OF DALTON

# EXHIBIT "A"



| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1   | ...         | ...  |
| 2   | ...         | ...  |
| 3   | ...         | ...  |
| 4   | ...         | ...  |
| 5   | ...         | ...  |
| 6   | ...         | ...  |
| 7   | ...         | ...  |
| 8   | ...         | ...  |
| 9   | ...         | ...  |
| 10  | ...         | ...  |

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1   | ...         | ...  |
| 2   | ...         | ...  |
| 3   | ...         | ...  |
| 4   | ...         | ...  |
| 5   | ...         | ...  |
| 6   | ...         | ...  |
| 7   | ...         | ...  |
| 8   | ...         | ...  |
| 9   | ...         | ...  |
| 10  | ...         | ...  |

THIS PLAN IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ORIGINAL SURVEY MAP IS THE ONLY AUTHORITY FOR THE LOCATION AND DIMENSIONS OF THE PROPERTY DESCRIBED HEREIN. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE SURVEYOR.

|  |
|--|
| DATE: 01/15/2010   |
| PROJECT: COLLEGE DRIVE, DUG GAP MOUNTAIN ROAD, INTERSTATE 75 |
| CLIENT: MARCH PATEL  |
| SCALE: AS SHOWN  |
| BY: [Signature]  |
| CHECKED: [Signature]   |
| DATE: 01/15/2010   |

**Project**  
 COLLEGE DRIVE, DUG GAP MOUNTAIN ROAD, INTERSTATE 75

**Client**  
 MARCH PATEL



COMPTON SURVEYING INC.  
 1000 ...  
 ...

## EXHIBIT "B"

### Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.

### Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06

minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.