



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

A G E N D A

WORK SESSION - 5:15 P.M. - 3RD FLOOR CONFERENCE ROOM

1. Discussion of City Hall After Hours Use Policy
2. Discussion of Proposed ESPLOST Resolution
3. Discussion of Mobilitie Proposal
4. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Proclamation: "Georgia Day" - February 12, 2017
Ms. Dee Anne Adams, Robert Loughridge Chapter of NSDAR
6. Minutes: Work Session and Regular Meeting of January 17, 2017
7. New Business:
 - A. Services Agreement with Dalton-Whitfield Community Development Corporation (DWCDC) for CHIP (Community Home Investment Program) Grant.
 - B. Services Agreement with Dalton-Whitfield Community Development Corporation (DWCDC) for CDBG (Community Development Block Grant) Program.
 - C. Ratification of Dalton Police Department MOU with Georgia Association of Chiefs of Police (GAPC) for a Technology Grant.
 - D. Proposal from GEOServices, LLC for Geotechnical Exploration of Boardwalk and Pier Pile Foundations at Lakeshore Park.
 - E. Ratification of Agreement for Conasauga River Mitigation Bank Stream Credits.
 - F. Contract Agreement with Southern Athletic Fields for Field Renovations at Heritage Point Park.
 - G. Rental Agreement Amendment between Nob North Golf Course and GPSI Leasing II-Accord, LLC (GPSL).

-Continued-

- H. Dalton-Whitfield Planning Commission Recommendation:
Request of CHRISCO, a Georgia General Partnership, for a Special Use Permit to operate a climate controlled storage warehouse inside an existing C-3 Downtown zone district. The site contains 12,094 sq. ft. located at 211 W. Gordon Street.
 - I. Resolution 17-03
Resolution Approving A Special Use Permit
 - J. Ordinance 17-02 - First Reading:
To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Amending Section 6-73 Captioned "Amount of Fees" By Striking, Repealing And Deleting Subsection (b)(7) Thereof In Its Entirety And Substituting In Lieu Thereof A New Subsection (b)(7); To Provide For The Partial Refund To The Holder Of A 2017 Brew Pub License; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
 - K. 2016 Economic Update Presentation - Mr. Carl Campbell, Dalton-Whitfield JDA
 - L. Appointments:
 - Appointment of Mayor Pro-tem
8. Supplemental Business
9. Adjournment

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

DRAFT

RESOLUTION 16-24

**RESOLUTION CONCERNING THE USE OF COUNCIL
CHAMBERS AFTER BUSINESS HOURS**

WHEREAS, the City from time to time receives requests from various organizations to use the council chambers in city hall after normal business hours; and

WHEREAS, in accommodating such requests it is necessary for the City to have city personnel on site during the events for security and maintenance purposes; and

WHEREAS, the Mayor and Council have determined that budget constraints require the City to terminate the use of the council chambers after normal business hours by non-government entities or persons.

NOW, THEREFORE, BE IT RESOLVED that commencing January 1, 2017 and continuing thereafter until the adoption of a resolution stating otherwise, the council chambers in city hall shall not be available for use by non-government entities or persons after normal business hours.

ADOPTED AND APPROVED this ____ day of December, 2016.

City of Dalton, Georgia

By: _____
Dennis Mock, Mayor

Attest: _____
Clerk

Insert
Logo Here

(Insert Name)
**Resolution in Support of Dalton/Whitfield
Education Special Purpose Local Option Sales Tax (ESPLOST)**

WHEREAS, the (Insert Name) believes that maintaining educational facilities and infrastructure for the benefit of the local community is a vital service authorized by the Whitfield County and City of Dalton Boards of Education; and

WHEREAS, the (Insert Name) believes that public educational services provided by Whitfield County and City of Dalton Boards of Education requires ongoing capital investments in the educational development of the children in Whitfield County; and

WHEREAS, the (Insert Name) believes the strong partnership between the school districts and local government entities benefits all local taxpayers, and that demonstrating support of improving and enhancing our community's educational system through capital improvements is appropriate; and

WHEREAS, the (Insert Name) believes that the elected officials of Whitfield County and the City of Dalton Boards of Education are in the best position to make decisions on educational facilities and infrastructure needs and the most effective ways to fund these projects; and

WHEREAS, the (Insert Name) believes the use of an Education Special Purpose Local Option Sales Tax to pay for capital projects for both government and public schools is the most fair and equitable way to fund these expenditures;

NOW, THEREFORE BE IT RESOLVED, that the (Insert Name) urges the local voters of Whitfield County to go to the polls on Tuesday, March 21, 2017 and exercise their right to approve the Education Special Purpose Local Option Sales Tax during the special election.

RESOLVED THIS __TH DAY OF JANUARY, 2017

(Insert Name)

Insert
Seal Here



3475 Piedmont Road NE
Suite 1000
Atlanta, Georgia 30305

January 9, 2017

Andrew Parker
Assistant Director of Public Works
City of Dalton
535 Elm Street
Dalton, Georgia 30720

Re: Mobilitie's Equipment Installations and ROW Encroachment Applications

Dear Mr. Parker:

I hope this letter finds you well. Dalton ("The City") has asked Brett Smith, one of our Permitting Managers, to provide a letter explaining our project and the legal authority in which we present to local communities to access their rights-of-way. Mr. Smith delivered an application to the City in December for a transport facility. This letter will address Mobilitie's efforts to access the City's right-of-way to install poles to support communications throughout Georgia (including 911 emergency calling) to the benefit of consumers, business and citizens. Thank you for the time you have spent so far reviewing our application. We wish to work collaboratively with the City and your staff to place our infrastructure in your community where it works best for the City and for Mobilitie.

Mobilitie is the largest privately held wireless infrastructure in the company. We are in the business of developing intelligent infrastructure solutions to density and optimize wireless carriers' services and geographic reach. Specifically, Mobilitie is proposing one type of infrastructure right now in the City, a Transport Site.

Mobilitie's Transport Sites consist of a galvanized-steel utility pole supporting microwave dishes and radios that provide high speed connectivity to connect into wireless carriers' core networks, and ultimately into the internet. These Transport Sites optimize wireless carriers' networks by providing high speed bandwidth with the same speed and performance of fiber optic networks. Therefore, our infrastructure provides a fiber optic network wirelessly which connects back to the fiber optic hub that provides the City and the residents of Georgia essential services in their daily lives.

In the State of Georgia, Mobilitie holds a Certificate of Authority to Provide Competitive Local Exchange Services issued by the Georgia Public Service Commission (enclosed with this letter). According to Ga. Code Ann § 46-5-1(a)(1), Mobilitie, "shall have the right to construct, maintain, and operate its lines and facilities upon, under, along and over the public roads and highways and rights of way of this state..." and requires Mobilitie to show municipalities its certification from the PSC, proof of insurance and a description of services that we plan to provide. In the Georgia Legislature's Telecommunications and Competition Development Act, one of its goals sought to "encourage investment in Georgia's telecommunications infrastructure and encourage the introduction of innovative products and services

for Georgia's consumers."¹ Case law also supports Mobilitie's efforts to provide essential service to local communities, including describing prevention of the use of local rights-of-ways as "an abuse of discretion."²

Mobilitie appreciates your time and assistance in fostering a mutually beneficial relationship. Please contact Brett Smith at (470) 599-0893 or brett.smith@mobilitie.com to discuss the location and details of our proposed infrastructure in the City. You will find that Mobilitie is willing to work with you and your employees on a solution that will benefit both parties. Should you have any additional questions, please do not hesitate to contact me on my mobile phone (678) 630-9823 or by e-mail at cbrown@mobilitie.com. Thank you for your commitment to enhancing your community.

Sincerely,



Chris Brown
Government Relations Associate

Enclosures

¹ O.C.G.A § 46-5-161.

² See *Twiggs County v. Atlanta Gas Light Co.*, 262 Ga. 276, 278 (1992) (invalidating county ordinance that rescinded permission to utilities to use county road rights of way as an abuse of discretion.).

COMMISSIONERS:

LAUREN "BUBBA" McDONALD, JR., CHAIRMAN
STAN WISE
ROBERT B. BAKER, JR.
CHUCK EATON
H. DOUG EVERETT



FILED

DEC 28 2010

EXECUTIVE SECRETARY
G.P.S.C.

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE McALISTER
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
(800) 282-5813

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-5701

DOCKET # 32466

FAX: (404) 656-2341
www.psc.state.ga.us

DOCUMENT # 133035

**INTERIM CERTIFICATE OF AUTHORITY TO
PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES**

IN RE: DOCKET NO 32466: Application of Mobilitie, LLC for a Certificate of Authority to Resell and Provide Facilities-Based Competitive Local Exchange Services.

Certificate No. L-0493

Approved: December 21, 2010

Effective: 12-22-10

BY THE COMMISSION:

**I.
BACKGROUND**

On August 9, 2010, Mobilitie, LLC (hereinafter referred to as "the Applicant" or "Mobilitie") filed with the Georgia Public Service Commission (hereinafter referred to as "the Commission") an application for a Certificate of Authority to Provide Competitive Local Exchange Services, pursuant to O.C.G.A. § 46-5-163(b). In Administrative Session on December 21, 2010, the Commission voted to waive a public hearing on this matter.

The statutory authority governing certificates of authority of the type the Applicant is seeking is found at O.C.G.A. § 46-5-163. This code section provides that a telecommunications company, including a telecommunications services reseller, shall not provide telecommunications services without a certificate of authority issued by the Commission. A certificate may not be issued without adequate proof that the applicant possesses satisfactory financial and technical capability. A showing of public convenience and necessity is not a condition for issuing a competing certificate of authority.

In support of its application, Mobilitie presented evidence through exhibits and additional materials routinely requested by the Commission Staff. After carefully analyzing all evidence of the record in this case, the Commission makes the following findings of fact and conclusions of law:

**II.
FINDINGS OF FACT**

1. TECHNICAL CAPABILITY.

The Applicant intends to offer local exchange telecommunications services to business customers in Georgia. Applicant has demonstrated adequate technical capabilities to implement its business plan through evidence regarding its management team, technical understanding and customer service plans.

2. FINANCIAL CAPABILITY.

The Applicant has demonstrated that it possesses sufficient and adequate financial capability to provide the local exchange telecommunications services for which it is seeking a Certificate of Authority.

**III.
CONCLUSIONS OF LAW**

The Commission Staff certifies the record in this docket to the Commission and issues this recommendation pursuant to O.C.G.A. §§ 46-2-58(d) and 50-13-17(a). Based upon the evidence, the Commission Staff finds that the Applicant has shown that it possesses satisfactory financial and technical capability pursuant to O.C.G.A. § 46-5-163(h) in order to be granted an interim certificate, consistent with the Commission's guidelines in Docket No. 5778-U for the issuance of interim certificates of authority for the provision of local exchange telecommunication service.

Having reviewed the record and considered this case, the Commission finds and concludes that it should adopt the Commission Staff's recommendation as its decision in this docket.

WHEREFORE, it is

ORDERED, that the above numbered certificate is granted to Mobilitie, LLC, whose principal business address is 660 Newport Center Drive, Suite 200, Newport Beach, California 92660, to resell and provide facilities-based competitive local exchange telecommunication services.

ORDERED FURTHER, that the Applicant is hereby granted authority to provide local exchange telecommunications services in the BellSouth Telecommunications, Inc. d/b/a AT&T Georgia exchanges set forth below:

Acworth	Cumming	Leesburg	Savannah
Adairsville	Cusseta	Lithonia	Senoia
Albany	Dallas	Loganville	Smithville
Alpharetta	Douglasville	Louisville	Smyrna
Americus	Dublin	Lula	Social Circle
Appling	Duluth	Lumber City	Sparks
Arlington	Eastman	Lumpkin	Sparta
Athens	Eatonton	Luthersville	Stockbridge
Atlanta	Elberton	Lyons	Stone Mountain
Augusta	Fairburn	Macon	Swainsboro
Austell	Fayetteville	Madison	Sylvester
Baconton	Flowery Branch	Marietta	Tallapoosa
Bainbridge	Forsyth	McCaysville	Temple
Barnesville	Fort Valley	McDonough	Tennga
Baxley	Franklin	Millen	Thomasville
Blackshear	Gainesville	Monticello	Thomson
Bogart-Statham	Gay	Newnan	Tifton
Bowdon	Gibson	Newton	Tucker
Bremen	Grantville	Norcross	Tybee Island
Brunswick	Greensboro	Palmetto	Valdosta
Buchanan	Greenville	Panola	Vidalia
Buford	Griffin	Pelham	Villa Rica
Cathoun	Hamilton	Pine Mountain	Wadley
Camilla	Hampton	Pooler	Warner Robins
Carrollton	Harlem	Powder Springs	Warrenton
Cartersville	Hazelhurst	Richland	Watkinsville
Cave Spring	Hephzibah	Rockmart	Waycross
Cedartown	Hogansville	Rome	Waynesboro
Chamblee	Jackson	Roopville	Woodbury
Claxton	Jekyll Island	Rossville	Woodstock
Clermont	Jesup	Roswell	Wrens
Cochran	Johnson Corner	Royston	Wrightsville
Colquitt	Jonesboro	Rutledge	Zebulon
Columbus	Kingston	St. Simons	
Concord	LaGrange	Island	
Conyers	Lake Park	Sandersville-	
Cordele	Lawrenceville	Tennille	
Covington	Leary	Sardis	

ORDERED FURTHER, that as a condition precedent to the Applicant offering local service, that requires interconnection, in any of the requested exchanges, the Applicant must enter into an interconnection agreement with each affected incumbent local exchange company and obtain the formal approval of the Georgia Public Service Commission after said agreement is filed with the agency.

ORDERED FURTHER, that the Applicant's tariff is hereby approved.

ORDERED FURTHER, that the Applicant must comply with O.C.G.A. § 25-9-1 et seq. regarding the practices and procedures that shall be employed when a telecommunications provider or its designee is excavating in the state of Georgia.

ORDERED FURTHER, that the Applicant shall be responsible for ensuring its employees, agents or designees comply fully with all applicable laws, rules and orders of the Commission relating to safe excavation procedures, including, but not limited to O.C.G.A. § 25-9-1 et seq., the Georgia Utility Facility Protection Act. Violations of such laws, rules, or orders of the Commission by the Applicant's employees, agents or designees may result in revocation, suspension or other limitation on the Applicant's certificate of authority and may result in fines assessed on Applicant pursuant to O.C.G.A. § 46-2-91.

ORDERED FURTHER, that the Applicant must comply with the Commission's Order or Orders issued in Docket No. 11400-U, Prevention of Damage To Underground Facilities, and applicable law pertaining to Common Ground best practices for excavation damage prevention when excavating in an area in which underground facilities may be located

ORDERED FURTHER, that the Applicant shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.

ORDERED FURTHER, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Applicant fails to notify the Commission of any change in its contact address on file with the Commission, fails to comply with Commission requirements or Orders, or violates any applicable law or Commission Rule.

ORDERED FURTHER, that if the Applicant desires to do business in Georgia under any name which does not appear on this certificate, Applicant shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that all statements of fact, law and regulatory policy

contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusions of regulatory policy of the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further Order or Orders as this Commission may deem just and proper.

ORDERED FURTHER, that any motion for reconsideration or rehearing in this case shall not have the effect of staying this Order of Commission, except insofar as the Commission may otherwise provide.

BY ORDER OF THE GEORGIA PUBLIC SERVICE COMMISSION, this 21st day of December 2010.



Reece McAllister
Executive Secretary

DATE: 12-22-10



Lauren "Bubba" McDonald, Jr.
Chairman

DATE: 12-22-10

RM/LM/TS



December 12, 2016

Moblilitie, LLC
3475 Piedmont Rd NE
Suite 1000
Atlanta, GA 30305

City of Dalton
Greg Williams, Chief Building Inspector,
300 W. Waugh St.,
Dalton, GA 30722
Phone: (706) 275-7401

RE: Application of Moblilitie, LLC to Construct, Maintain, and Operate its Lines and Facilities in the City of Dalton, Georgia. [9GAX001326A_CG90XC502A](#); [9GAX001325A_CG90XC501A](#)

Dear Greg Williams,

This letter serves as a request to install new utility infrastructure in City of Dalton. Along with the attached permit application, you will also find construction drawings and photo simulations for each facility. Moblilitie, LLC ("Moblilitie") plans to construct the applied-for utility infrastructure within the next three (3) months and formally requests City of Dalton to identify a single point of contact to streamline the application communications for the benefit of both parties.

By way of background, Moblilitie is a public utility company regulated by the Georgia Public Service Commission to provide telephone-related services, such as facilities-based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Moblilitie is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities.

Moblilitie's hybrid transport network is an industry changing approach that seeks to improve telecommunications service and backhaul connectivity for the City's residents. We are excited to work with City of Dalton and are available to answer questions. If you have questions, please contact me by phone at (706) 346-3525 email at brett.smith@moblilitie.com

Thank you for your attention to this matter.

Respectfully submitted,


Brett R. Smith
Permitting Manager

Enc.





MOBILITE, LLC

PROJECT NO: 1904013125A
DRAWN BY: BDC
CHECKED BY: JG

DATE: 11/20/19
FOR CLIENT REVIEW

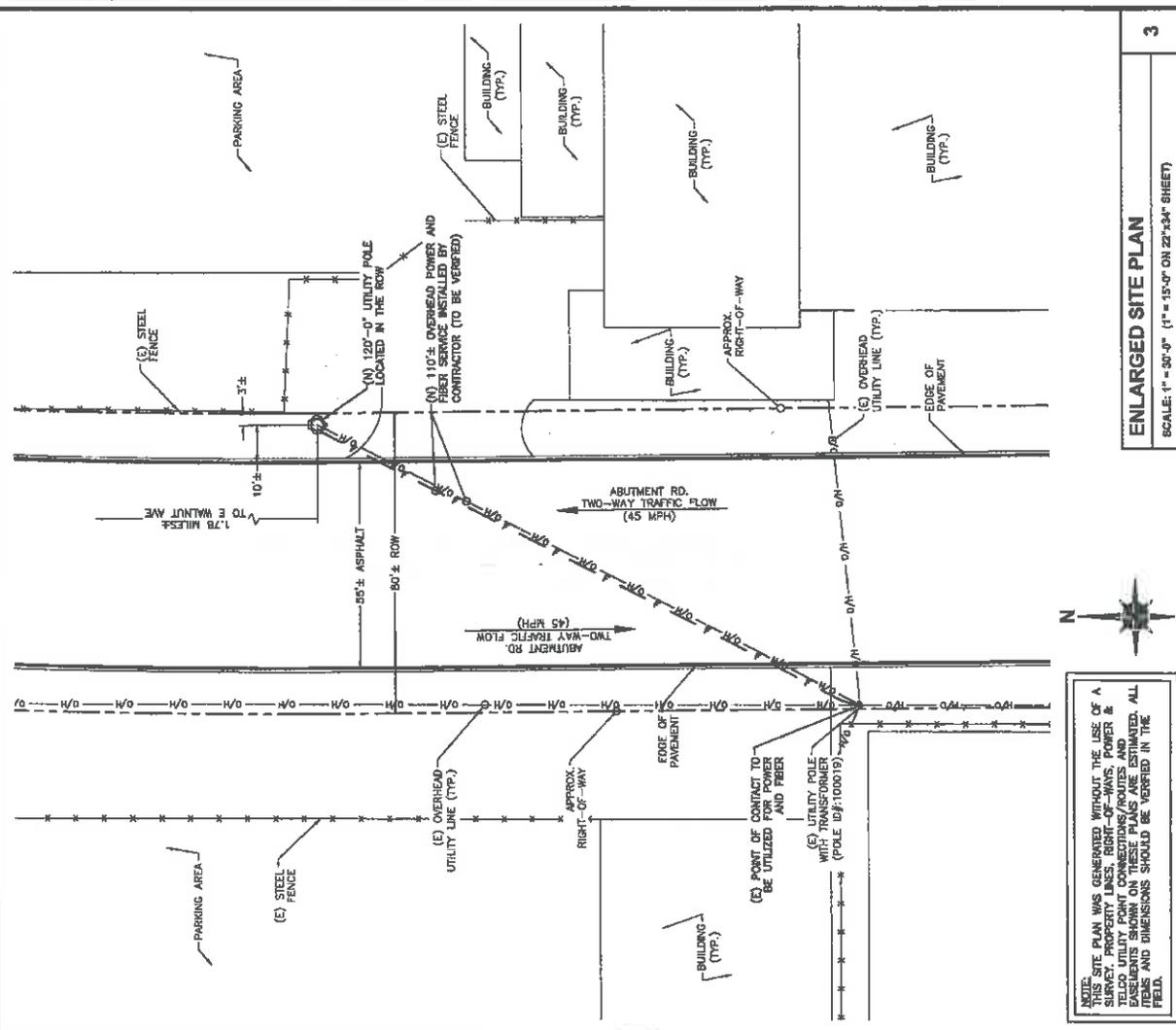
IT IS A CONDITION OF THE PLAN FOR THE USER TO PROVIDE ALL NECESSARY PERMITS, EASEMENTS, RIGHTS-OF-WAY, AND UTILITIES TO BE SHOWN ON THIS DOCUMENT.

PRELIMINARY
NOT FOR
CONSTRUCTION
30%

CG90X261199GAV001325A
ABUTMENT RD & VIRGIL DR
DALTON, GA 30721
UTILITY POLE

SHEET TITLE
EXHIBIT PHOTO & SITE PLAN

SHEET NUMBER
SP-1



NOTE: THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY PROPERTY LINES, RIGHT-OF-WAYS, POWER & TELECOM UTILITY POINT CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.

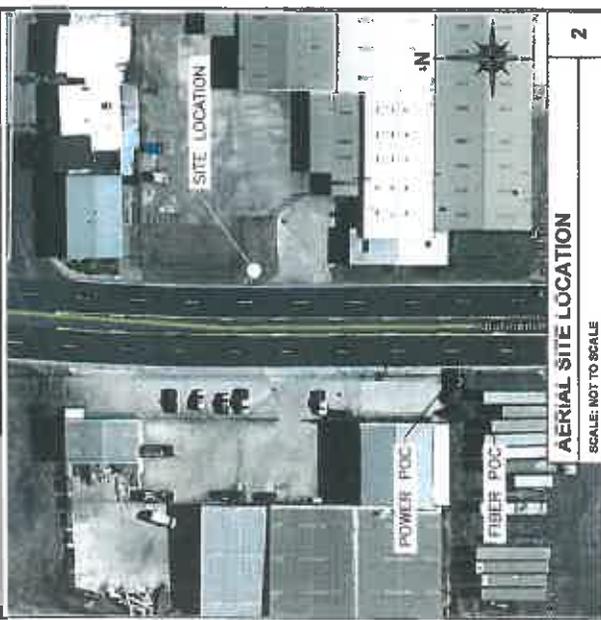
ENLARGED SITE PLAN
SCALE: 1" = 30'-0" (1" = 15'-0" ON 21"x34" SHEET)

3



(N) POLE LOCATION

EXHIBIT PHOTO
SCALE: NOT TO SCALE



AERIAL SITE LOCATION
SCALE: NOT TO SCALE

2

PROCLAMATION



GEORGIA DAY FEBRUARY 12, 2017

WHEREAS, The State of Georgia was founded by General James Edward Oglethorpe, who received a Royal Charter for establishing a colony in honor of King George II and led 116 people from England on the *HMS Anne*, landing near present-day Savannah on February 12, 1733; and

WHEREAS, George Walton, Button Gwinnett, and Lymon Hall each signed the Declaration of Independence on behalf of Georgia, which later became the fourth state to ratify the U. S. Constitution on January 2, 1788; and

WHEREAS, Since its founding 284 years ago, Georgia has grown to over 9 million people and has progressed from a rural state to a commercial, financial and cultural center for the Southeast region; and

WHEREAS, Georgia's magnificent natural beauty from the mountains to the seashore, its many historic wonders and sites, and its distinctive cultural heritage are all reasons to celebrate this great state; and

WHEREAS, All Georgians are invited to rediscover our natural, cultural, and historic wonders and sites, and to encourage people throughout our nation to recognize the people, institutions, and historic events that have shaped Georgia's significant place in our country's history and global commerce; and

WHEREAS, Governor Nathan Deal, in the words stated above, has proclaimed February 12, 2017, as Georgia Day in honor of our state's 284th anniversary.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Dennis Mock, hereby proclaim February 12, 2017 as "**GEORGIA DAY**" in the City of Dalton and call upon our citizens to celebrate our state's proud and rich heritage.

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

Mayor

A handwritten signature in black ink, appearing to read "Dennis Mock", is written over a horizontal line.

Date

February 6, 2017

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JANUARY 17, 2017

The Mayor and Council held a Work Session this evening at 5:00 p.m. in the 3rd Floor Conference Room of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tyree Goodlett, Tate O'Gwin and Gary Crews, City Attorney James Bisson and several department heads.

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

Presentation of Oil & Gas Resolution

Joe Cook of Coosa River Basin Initiative came before the Mayor and Council asking them to adopt a resolution asking the Georgia general assembly to take action on updating a 40 year old law from 1975 regarding oil and natural gas and deep well drilling because they have an interest of drilling for natural gas in northwest Georgia for possible economic opportunities.

Cook stated that the General Assembly needs to hear from local governing bodies regarding getting this law current and to protect local communities. Mayor Mock stated the Mayor and Council will take it under consideration.

ESPLOST Projects and Re-verification project

Dr. Jim Hawkins presented a list of projects for an upcoming ESPLOST vote on March 21, 2017.

Additionally, Hawkins handed out a sample Resolution of Support that the Board of Education would like the Mayor and Council to adopt.

Re-Verification

Dr. Hawkins stated that his team did a re-verification of home addresses for nearly 8000 students and there were only (8) students that could not provide the required proof of residence.

Proposed Policy - City Hall Use Policy

Mayor Mock opened discussion regarding a proposed City Hall Use Policy. Human Resources Director Greg Batts stated that there had been several occasions where after an event the building needed major clean up. City Clerk Bernadette Chattam stated that before and after events employees are pulled from their regular duties to assist in the set up and removal of items needed by these outside organizations utilizing the building. Additionally Chattam stated that the building does not have security during these events, whereby guests could travel anywhere in the building placing vital records in jeopardy. Alderman Crews voiced his concerns over security and the possibility of charging a deposit. Alderman Wood stated that she would like to see what other communities have done. After a lengthy discussion, the Mayor stated that he felt that more discussion was needed.

Mayor and Council
Work Session
Page 2
January 17, 2017

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:50 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 17, 2017

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

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman Crews, second Alderman Goodlett, 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 Minutes of December 19, 2016 and Special Called Meeting of December 28, 2016. On the motion of Alderman Wood, second Alderman O’Gwin, the minutes were approved as written and adopted. The vote was unanimous in favor.

Presentation for Artwork Approval

1000 Words Art Project

Deanna Mathis and Julie Cagle presented a PowerPoint presentation to the Mayor and Council of the Phase 2 Submissions for the Downtown Dalton Public Arts Project that is at the parking deck behind the Landmark Building. A copy of the submissions are a part of these minutes.

Resolution 17-01

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council adopted Resolution 17-01 authorizing the Execution Of Stormwater Maintenance Agreements By certain City Employees. The Resolutions outlines that an inspection and maintenance agreement shall be executed for all private on-site stormwater management facilities prior to approval of the final plat or issuance of a final certificate of occupancy. The vote was unanimous in favor.

Resolution 17-02

The Mayor and Council reviewed Resolution 17-02 dedicating Certain City Owned Property As A City Park To Be Named Burr Park; Accepting A Donation And Pledges From The Community Foundation Of Northwest Georgia, Inc.; And Authorizing The Execution Of An Agreement With The Community Foundation Of Northwest Georgia, Inc. Pertaining To The Park. On the motion of Alderman Crews, second Alderman O’Gwin, the Resolution was adopted. The vote was unanimous in favor.

RENEWAL OF EMCOR SERVICES PREVENTIVE MAINTENANCE AGREEMENT FOR CITY HALL HVAC.

The Mayor and Council reviewed the EMCOR Services Preventive Maintenance Agreement for City Hall HVAC in the amount of \$6190.00 effective February 1, 2017. On the motion of Alderman Goodlett, second Alderman Wood, the Council authorized the Mayor to execute the agreement. The vote was unanimous in favor.

2017 GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING AND SUBLICENSING AGREEMENT

On the motion of Alderman Wood, second Alderman O'Gwin, the Mayor and Council approved the 2017 Georgia Classic Main Streets Program Memorandum of Understanding and Sublicensing Agreement. The National Main Street Center requires that all accredited Main Street cities have a current signed MOU and sublicensing agreement on file with the Georgia Department of Community Affairs. The vote was unanimous in favor.

APPOINTMENTS

The appointments are as follows:

APPOINTMENTS

Mayoral Liaison Appointments

The following are the 2017 Mayoral Appointments:

Type	Appointment	Current Member	Company	Expiration
Airport	Authority-Liaison	Tyree Goodlett	Mayoral	12/31/2017
Building	Authority-Liaison	Wood, Denise	Mayoral	12/31/2017
Downtown Development	Authority-Liaison	Tyree Goodlett	Mayoral	12/31/2017
Ethics	Board	Laughter, Bennie M	Mayoral	3/15/2020
Finance & Administration	Committee	All Council Members	Mayoral	12/31/2017
Finance & Administration	Committee	Mock, Dennis	Mayoral	12/31/2017
Housing	Authority	Goodlett, Tyree	Mayoral	12/31/2017
Joint Development	Authority-Liaison	Mock, Dennis	Mayoral	12/31/2017
MPO Policy	Committee	Goodlett, Tyree	Mayoral	12/31/2017
Pension	Board-Liaison	Mock, Dennis	Mayoral	12/31/2017
Pension	Board-Liaison	Crews, Gary	Mayoral	12/31/2017
Public Safety	Commission-Liaison	Wood, Denise	Mayoral	12/31/2017
Public Works & Facilities	Committee	O'Gwin, Tate	Mayoral	12/31/2017
Public Works & Facilities	Committee	Crews, Gary	Mayoral	12/31/2017
Recreation	Commission-Liaison	Goodlett, Tyree	Mayoral	12/31/2017
Regional Development	Commission-Liaison	Gowin, Kenny	Mayoral	12/31/2017
Service Delivery	Committee	Goodlett, Tyree	Mayoral	12/31/2017
Service Delivery	Committee	Dunn, Benny	Mayoral	12/31/2017
Solid Waste Mgmt	Authority-Liaison	Mock, Dennis	Mayoral	12/31/2017
Solid Waste Mgmt	Authority-Liaison	Wood, Denise	Mayoral	12/31/2017
TAD Policies	Commission	O'Gwin, Tate	Mayoral	12/31/2017
Technology	Committee-Liaison	Wood, Denise	Mayoral	12/31/2017
Convention Center	Authority-Liaison	Crews, Gary	Mayoral	12/31/2017
Tree	Board-Liaison	Crews, Gary	Mayoral	12/31/2017
WL&SF	Commission-Liaison	O'Gwin, Tate	Mayoral	12/31/2017

MISCELLANEOUS MAYORAL APPOINTMENTS

The following are 2017 Miscellaneous Appointments. On the motion of Alderman Crews, second Alderman Goodlett, the appointments were approved. The vote was unanimous in favor.

Type	Appointment	Current Member	Term	Expiration
Miscellaneous	Municipal Court Judge	Cowan, Robert	1 Year	12/31/2017
Miscellaneous	Police Chief	Parker, Jason	2 Year	12/31/2017
Miscellaneous	Fire Chief	Satterfield, Bruce	2 Year	12/31/2017
Miscellaneous	Fire Marshall	Dugger, Jeff	1 Year	12/31/2017
Miscellaneous	City Attorney	Bisson, Jim	1 Year	12/31/2017

BOARDS AND AUTHORITIES APPOINTMENTS

The following are several Boards and Authorities Appointments. On the motion of Alderman Crews, second Alderman Goodlett, the appointments were approved. The vote was unanimous in favor.

Type	Appointment	Current Member	Term	Expiration
Development	Authority	Puryear, Carl	6 Year	2/1/2019
Animal Control	Board	Puryear, Carl	4 Year	4/15/2019
Animal Control	Board	Brooks, Devon	4 Year	4/15/2019
Grievance	Committee	O'Neill, Mike	3 Year	7/31/2019
Solid Waste Mgmt	Authority-Citizen Member	Roberts, Benny	4 Year	12/31/2017
D/W Building Code Appeals	Board-City Appt	King, Buddy	3 Year	2/1/2020
Zoning Appeals	Board-City Appt	Oliva-Calderin, Jessica	3 Year	2/1/2020
Animal Control	Board	Stearns, Chris	4 Year	4/15/2018
Development	Authority-Vice Chair	Stafford, Ralph	6 Year	2/1/2021
Development	Authority	Rogers, Jim	6 Year	2/1/2021
D/W Building Code Appeals	Board-City Appt	Henderson, Martin	3 Year	3/1/2018
D/W Building Code Appeals	Board-City Appt	Sims, Gregg	3 Year	3/1/2018
Ethics	Board	Waycaster Jr, Leslie	5 Year	4/5/2020
Animal Control	Board	Crane, Kim	4 Year	4/15/2019
D/W Building Code Appeals	Board-Alternating City/County Appt	Hogshead, Frank	3 Year	5/3/2018
Joint Development	Authority	Pierce, Skeeter	3 Year	1/31/2019
Animal Control	Board	Hawkins, Carolyn	4 Year	4/15/2020
Library	Board	Compton, Ann	3 Year	6/30/2019
Library	Board	McFarland, Frances (Bitsy)	3 Year	6/30/2019
Zoning Appeals	Board-City Appt	Wright, Brian	3 Year	11/30/2019
Airport	Authority-Chairman	Bates, Randy	5 Year	12/31/2021
Housing	Authority-Resident Member	Lumpkin, Joanne	1 Year	12/31/2017
WL&SF	Commission	Yarbrough, Joe W	5 Year	12/31/2021
Joint Development	Authority	Robertson, Frank	1 Year	1/31/2018
Joint Development	Authority - Vice Chair	Davies, Bill	3 Year	1/31/2020
Trade Center	Authority	Kensey, Mike	1 Year	1/31/2018

Mayor and Council
Minutes
Page 3
January 17, 2017

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:13 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



City of Dalton
Services Agreement for CHIP (Community Home Investment Program) Grant

This Agreement is entered into as of the ___ day of _____, 2017 by and between the Dalton-Whitfield Community Development Corporation ("DWCDC"), a Georgia not for Profit Corporation, and the City of Dalton ("City"), a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render client outreach, application processing, translation, work write-ups, environmental assessments, document preparation, and client file maintenance for the administration of the City's 2014 CHIP Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DWCDC Services for Consulting Services

The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof.

2. Time of Performance

This Agreement covers the period starting the 1st day of January, 2017, and will terminate on the 31st day of December, 2017 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service.

3. Compensation and Payment

The City shall pay DWCDC for such services in accordance with Attachment A, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. Termination of Cause

The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such

termination shall be without prejudice to any of the City of Dalton rights or remedies by law.

5. Termination for Convenience

The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City's termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. Conflict of Interest

DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. Applicable Law

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. Assignment

DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. Indemnification

To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. Relationship

The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)

In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: _____
Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: _____
Jennifer Shearin, Executive Director

ATTACHMENT A:

Schedule of Services

Services to be provided for the grant year June 1st – May 31st:

1. Market the CHIP rehab program to perspective applicants
2. Provide language translation and hearing impaired services
3. Set-up fair and equitable application in-take process
4. Pre-qualify the applicant
5. Submit list of qualified applicants to the City for approval
6. Prepare required CHIP loan documents and submit to City's legal council for approval
7. Tier 2 environmental review for each house
8. Obtain and/or prepare work write up with assistance of Whitfield County Building Inspectors office
9. Assist Gilbert and Associates, as needed, with contractor bid packets, bid scoring, pre-construction meeting, and preparation of the construction contracts to be submitted to the City for approval
10. Obtain copy of homeowner's insurance policy and verify that the City has been added as an "additional insured" before any work is started
11. Conduct, with the assistance of the Whitfield County Building Inspectors office, all inspections to ensure compliance with the required standards
12. Assist Gilbert and Associates and the City of Dalton with any other documentation as needed for CHIP/HUD reports

Fee: \$1,500.00 per project X 8 houses= \$12,000.00

Fee paid on completion of each project



City of Dalton
Services Agreement for CDBG (Community Development Block Grant) Program

This Agreement is entered into as of the ___ day of _____, 2017 by and between the **Dalton-Whitfield Community Development Corporation (“DWCDC”)**, a Georgia not for Profit Corporation, and the **City of Dalton (“City”)**, a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render certain data collection, translation, and outreach services for the administration of the City’s CDBG Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DWCDC Services for Consulting Services

The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof, on an “as needed” basis.

2. Time of Performance

This Agreement covers the time period starting the 1st day of January, 2017, and will terminate on the 31st day of December, 2017 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service. DWCDC shall not undertake any service described on Attachment A until it has received written notice to proceed as to each such service from the City.

3. Compensation and Payment

The City shall pay DWCDC for such services in accordance with Attachment B, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. Termination of Cause

The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such termination shall be without prejudice to any of the City of Dalton rights or remedies by law.

5. Termination for Convenience

The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City's termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. Conflict of Interest

DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. Applicable Law

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. Assignment

DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. Indemnification

To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. Relationship

The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)

In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: _____
Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: _____
Jennifer Shearin, Executive Director

ATTACHMENT A:

2016 Schedule of Services

Services to be provided for each Grant Year of July 1st-June 30th:

1. Fair Housing Education and community outreach.
2. Continuum of Care/Homeless Needs information and tables.
3. Collect Housing Needs Assessments, Homeless Needs, and Housing Market Analysis data for Consolidated Plan and Annual Action Plan.
4. Collect accomplishment data on Housing Needs, Public Housing, and Barriers to Fair Housing for the Consolidated Annual Performance and Evaluation Report (CAPER).
5. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
6. Assist with other Fair Housing reports and data as requested
7. Provide input at public meetings on housing needs.
8. Assist with any other reporting as required by HUD/CDBG program.

ATTACHMENT B:

Dalton Whitfield Community Development Corporation fee schedule for the City of Dalton Community Development Block Grant (CDBG) Program, Fair Housing documentation/education, and other planning services.

The CDBG program year is July 1st- June 30th.

1. Fair Housing Education and community outreach.
 - a. 5 Sharing is Caring Classes (3 hours each) 15 hours
 - b. 6 Financial Coaching Classes (3 hours each) 18 hours
 - c. 8 Home Buyers Classes (8 hours each) 64 hours
 - d. Homeless Connect Outreach (April 27, 2017) 112 hours
 - e. Point and Time Count (January 23, 2017) 40 hours

2. Continuum of Care/Homeless Needs information and tables.
 - a. Intake form for housing needs (250 year) 175 hours
 - b. Impediments information- from intake form for AFFH report **20 hours**

3. Collect Housing Needs Assessments, Homeless Needs, and Housing Market Analysis data for Consolidated Plan and Annual Action Plan.
 - a. Con Plan-write 3 sections-listed above (every 5 years) 80 hours
(16 hours annually)
 - b. Annual Action Plan- 3 sections listed above (annually) **10 hours**
 - c. CAPER-numbers for persons served, summary of housing needs **30 hours**

4. Collect accomplishment data on Housing Needs, Public Housing, and Barriers to Fair Housing for the Consolidated Annual Performance and Evaluation Report (CAPER).
 - a. Hours in with # 3 and 4

5. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
 - a. Average of 10 newspaper ads (1.5 hrs each) **15 hours**
 - b. 2 Surveys for housing needs (2 hrs each) **4 hours**
 - c. Average of 5 Flyers for meetings and classes (1 hr each) **5 hours**
 - d. Applications for CDBG funding (5 hrs each) **10 hours**

6. Assist with other Fair Housing reports and data as requested **10 hours**

7. Provide input at public meetings on housing needs.
 - a. 3 Needs Assessment Meetings for CDBG **6 hours**
 - b. State housing meetings (8 per year) 64 hours
 - c. LaRaza Meeting (6 per year) 50 hours

Total hours for joint Whitfield Cty, Murray Cty, and the City of Dalton activities: 538 hours

33% of the joint activity hours: 177.50 hours
City of Dalton CDBG hours (in **bold**) **126.00 hours**
Rate of \$75.00/hour \$22,762.50

DALTON POLICE MEMORANDUM

TO: Mayor and Council of Dalton
FROM: Chief Jason Parker 
DATE: February 6, 2017
SUBJECT: Request for Ratification of Grant MOU with Georgia Association of Chiefs of Police

Please accept this request to ratify a Memorandum of Understanding between Dalton Police Department and Georgia Association of Chiefs of Police (GACP) for a Technology Grant in the amount of \$15,000. No taxpayer funds are required to implement the grant.

We received notification of our eligibility for this grant after the agenda was set for the last Council meeting in January, and the grant closing date was January 26. DPD must purchase and install the computers by April 28, 2017. With the review and approval by the Public Safety Commission, Chief Parker signed the MOU on January 24, 2017.

DPD is eligible for this grant because we implemented the Georgia Electronic Accident Reporting System (GEARS) after approval from the Council and PSC in fall 2016. It will allow replacement of 10 patrol car laptops which would have been scheduled for replacement this year. This will directly offset costs to city taxpayers.

Please contact me if you have any questions.

JP/jp

**DALTON POLICE DEPARTMENT
PUBLIC SAFETY COMMISSION MEETING
JANUARY 24, 2017**

**RECOMMENDATION TO ACCEPT A TECHNOLOGY GRANT FROM
GEORGIA ASSOCIATION OF CHIEFS OF POLICE**

On January 12, 2017, the police department received notification of eligibility for a technology grant from the Georgia Association of Chiefs of Police (GACP) in the amount of \$15000. The department's eligibility is because of our participation in the Georgia Electronic Accident Reporting System (GEARS), which was approved by the Commission in October 2016, and fully implemented January 1, 2017.

This grant is fully funded and requires no matching city funds. Eligible expenses include the purchase of in-car computers for the stated purpose of using the GEARS system. Since the department's vehicles are currently equipped with computers, this grant will offset city funding to replace older computers which are due for replacement after 3 or more years in the field.

We feel fortunate and thankful for this grant which will allow us to reduce the burden on taxpayers in replacing computer hardware in the field.

We are requesting approval from the Commission to execute the Memorandum of Understanding with GACP, and get started on replacing the equipment.

Georgia Association of Chiefs of Police



OFFICERS AND STAFF
2016-2017

President
BILLY GROGAN
Dunwoody P.D.

1st Vice President
DENNIS S. NELSON
Clayton County
Correctional Institute

2nd Vice President
JOSEPH W. WIRTHMAN
Jefferson P.D.

3rd Vice President
WESLEY WALKER
Lyons P.D.

4th Vice President
ANTHONY "TONY" TANNER
Waycross P.D.

Immediate Past President
GEORGE N. TURNER
Atlanta P.D.

Chair of
District Representatives
DAN BRANCH
Buford Dept. of Public Safety

General Counsel
MICHAEL A. CALDWELL
Atlanta

Executive Director
FRANK V. ROTONDO

Training Coordinator
MONICA DURAN

Director of State Certification
MARK BENDER

Director of Operations
JOHN L. WHITTAKER

Administrative Manager
ELLEN M. CORMIER

Member Relations Coordinator
CATHY L. OEHLE

Receptionist
MADISON OROZCO-TELLO

Visit Our Website At:
www.gachiefs.com

Accenting Professional Law Enforcement Management Through Training

January 12, 2017

Chief Jason Parker
Dalton Police Department
301 Jones Street
Dalton, GA 30720

Dear Chief Parker:

The Dalton Police Department is eligible to receive a grant that the Georgia Association of Chiefs of Police (GACP) is administering for the Governor's Office of Highway Safety (GOHS). The purpose of this grant is for the purchase and installation of mobile data units (computers) for your department's patrol vehicles and to facilitate the electronic reporting of all traffic crash data. This grant is being made to a limited number of law enforcement agencies. You will be able to purchase computers, mounting hardware and printers with these funds.

If you decide you are not interested in pursuing this grant, please contact me at operations@gachiefs.com or 770-495-9650, as soon as possible, so I can contact the next eligible agency.

If you wish to proceed with facilitating this grant, here are the steps you must take immediately:

STEP 1: Print out, sign (by Chief or Sheriff), date and remit the attached "Memorandum of Understanding" (MOU) to me by fax (770-495-7872) or email (operations@gachiefs.com) **no later than Thursday, January 26, 2017.**

STEP 2: LexisNexis has acquired Appriss and is currently in the process of updating the former Appriss agreement. The GACP will send the new LexisNexis agreement to you to signed as soon as it becomes available. Your agency will be required to participate in the Georgia Electronic Accident Reporting System (GEARS). A link to the new agreement, as well as updated support information, will be supplied as soon as these items are available.

STEP 3: After you have signed and returned the MOU to GACP, you will be authorized to proceed.

STEP 4: Consult a vendor regarding the equipment as specified in Section 8 of the MOU. I have attached a list of potential vendors that are also GACP Corporate Members that have indicated they can supply, install and provide a warranty for the mobile data units; however, you are under no obligation to use a vendor from this list. This list is provided merely for your convenience. Should you have any questions regarding items eligible for reimbursement, please contact me. **The maximum reimbursement amount for the mobile data units, including all peripheral equipment, will be stated in your agencies MOU.**

3500 Duluth Park Lane, Suite 700 • Duluth, Georgia 30096
770-495-9650 • Fax 770-495-7872

NOTE: The Winter Training Conference in Athens on February 5-8, 2017 is an excellent opportunity to meet with the vendors that sell the computer equipment you will need to facilitate this grant.

STEP 5: Order and install the equipment as outlined in the MOU and advise the GACP if you are experiencing any problems during the process.

STEP 6: Fax or email a copy of the invoice(s) (for equipment) along with a note indicating that the equipment was ***installed and operational on (Date)*** to me at the GACP (See MOU)). Your note should also indicate you have a signed agreement with LexisNexis, Inc. and that your agency is now reporting crash data (accident reports) to the State of Georgia electronically.

You will also be required to complete the GACP Request for Reimbursement Form and return it with your invoice(s). This will assist us with verification of your expenses, as well as, let us know who we should address the reimbursement check to. The check will be made payable only to your agency.

Every effort will be made to reimburse your department as quickly as possible. Usually, reimbursement checks are mailed within 3 – 7 days if all required paperwork is complete and correct.

Remember, you need to act quickly. **The mobile data units must be installed and operational by Friday April 28, 2017** in order for GACP to provide reimbursement.

Should you have any questions or need further information, do not hesitate to contact me.

Sincerely,



John Whitaker
Director of Operations
Georgia Association of Chiefs of Police
3500 Duluth Park Lane, Suite 700
Duluth, Georgia 30098
770-495-9850 Main
770-495-7872 Fax
operations@gachiefs.com

JW/clo

Enclosure

Memorandum of Understanding (MOU)

GACP & Dalton Police Department

Crash Data Reporting System

Project ID: GA-2017-405cM3DA-036 (Grant #)

\$15,000 Grant

Recipient Department: Dalton Police Department

Date: January 9, 2017

Purpose: To facilitate the electronic reporting of crash data by municipal, county and university law enforcement agencies to the Georgia Department of Transportation (GDOT) through LexisNexis, Inc.

Terms:

1. Recipient department does not have mobile data units or the mobile units are over three (3) years old in their patrol vehicles for recording and reporting crash data electronically.
2. Recipient department must obtain and maintain Internet service and a valid email address for 36 months from the date of receipt. Any cost associated with this service is the responsibility of the recipient department. In addition, recipient department is required to notify the Georgia Association of Chiefs of Police (GACP) of receipt of Internet service and provide the email address by sending an email to operations@gachiefs.com. Should changes occur in the department's Internet service or with the department's email address, the recipient department shall notify GACP within 7 days.
3. Recipient department is responsible for the cost of air cards when and if needed.
4. Recipient department is responsible for the cost of access to the GCIC network (LIMS), when needed.
5. Recipient department agrees to submit crash data electronically to GDOT (via Georgia Electronic Accident Reporting System - GEARS) through LexisNexis, Inc. in a timely manner and to inform parties involved in a crash of the ability to purchase crash reports online at www.buycrash.com
6. Recipient department agrees to sign the contract that LexisNexis, Inc. will provide through the GACP related to GEARS. This contract will be sent to your agency as soon as it is available. Contact and support information will also be provided at that time.

NOTE: *If your agency allows for the distribution of free accident reports, those reports may still be provided free as per your policy; however, out-of-county or out of state individuals usually are not able to acquire copies of accident reports expeditiously, since the accident reports typically must be reviewed and approved by a supervisor. This agreement will allow individuals and insurance companies to obtain copies of accident reports electronically by contacting the Georgia Department of Transportation's selected vendor, LexisNexis. When LexisNexis sells electronic copies of accident reports via their website (www.buycrash.com) the agency that originally submitted the accident report will be reimbursed up to the state allotted amount of \$5.00 per report. Consequently, this agreement will enable your administrative staff to focus on other duties without any loss of revenue.*

7. Equipment provided is to be used solely for law enforcement purposes. Equipment cannot be transferred or otherwise re-assigned for non-law enforcement use. Equipment provided is the property of the Dalton Police Department and not the property of the Police Chief/designee. The equipment is to be installed in marked police vehicle(s) that are used for routine traffic enforcement and/or patrol.

8. Recipient department is responsible for maintaining equipment in good working order and shall not make any modification, alteration, or other changes to the equipment that would or could potentially void the warranty from the vendor for the equipment. (NOTE: Appropriate software packages are provided free for the purposes of this grant.)

9. Recipient departments agree to participate in programs and activities of their designated GOHS Traffic Enforcement Network, report enforcement data in a timely manner, provide updates and allow for equipment inspections as determined by the GACP and/or GOHS, by them or designated agents.

10. Equipment purchased by the recipient department must be of ruggedized construction and meet or exceed the following specifications:

O/S Requirements:

- Windows 7 or above
- Memory Requirements:
- 256 MB RAM minimum, 512 RAM recommended
- Storage Requirements:
- 600 – 2 GB Storage, depending on above components selected

Neither the GACP nor the GOHS are responsible for the repair or replacement of issued equipment; instead, the county, municipal or college police department (recipient department) is responsible for all repairs or replacement.

11. The terms of this agreement are valid for thirty-six (36) months from the date received.

12. Should the Dalton Police Department wish to cancel this agreement prior to the end of the thirty-six (36) months, the agency will refund GACP the entire grant award of \$15,000.00.

13. Recipient department's CEO, or designee, is responsible for providing GACP, via fax or email, with confirmation that the equipment has been delivered and installed within the timeframe specified. Any violation of these terms, or if it is determined that the equipment is not being used for the purposes intended, will result in the department forfeiting the equipment and being held responsible for any damages.

By signing below you acknowledge that you are the recipient department's CEO and have read, understood and agree to abide by the terms of this agreement.

Signature:  Date: 1-24-17

Printed Name/Title: Jason Parker Police Chief of Dalton PD



December 20, 2016

City of Dalton
904 Civic Drive
Dalton, Georgia 30720

ATTENTION: Mr. Steve Card, CPRP – Director Parks & Recreation
SCard@cityofdalton-ga.com

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION**
Proposed Boardwalk and Pier Pile Foundations
Lakeshore Park Recreation Facility
Dalton, Georgia
GEOServices Proposal No. 14-16468

Dear Mr. Card:

GEOServices, LLC is pleased to provide you with our proposal for geotechnical exploration for the new pile foundations for the new boardwalk and piers around Threadmill Lake at the Lakeshore Park Recreation Facility in Dalton, Georgia. The following proposal outlines our understanding of the project requirements based on the plans provided by Mr. Allen Peterfreund, P.E. of American Consulting Professionals, LLC in a December 12, 2016, email, subsequent phone conversations, as well as our initial site visit on December 16, 2016. This proposal provides a general description of the project, the anticipated scope of work, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. The attachment should be completed and forwarded to our office.

PROJECT INFORMATION

GEOServices, LLC (GEOS) understands that a new boardwalk is planned for the northwest side of the lake and wetland area and two new piers are planned for southern side of the lake adjacent to Conway Street. The boardwalk and piers are anticipated to be supported on 8-inch diameter timber piles. At this time, no loads have been provided; however, we anticipate both axial and lateral loading will be provided prior to our completion of the report.

GEOTECHNICAL SERVICES

We propose to explore the site subsurface conditions with three (3) soil test borings, one near the north end of the boardwalk and one near each pier locations on the south side of the lake. The borings will be extended to auger refusal, which we anticipate to average about 40 feet. The maximum total drilling footage is estimated to be 120 linear feet. Standard penetration resistance tests (SPT) will be performed at 2.5 feet intervals in the upper 10 feet and then at 5 feet intervals to the termination depth. Additionally, rock coring will not be included as part of this exploration. The borings will be backfilled with soil cuttings prior to leaving the site.

All soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples will include natural moisture content determinations and Atterberg limits tests, which will aid in classification of the encountered soils and one consolidated-undrained triaxial shear test, which will aid in providing engineering parameters for the timber pile design.

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Georgia. The report will provide a summary of the subsurface conditions encountered in the test borings and provide the following:

- All field data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and documented in the report.
- All soil shall be classified based on field data, laboratory tests, and other standard test methods by the Geotechnical Engineer of record. Including a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- Boring logs showing vertical sections of each boring plotted and graphically presented showing boring number.
- A description of the existing surface conditions and summary of the subsurface conditions.

- The visual classification of soils according to the Unified Soil Classification System and identified with the appropriate letter symbol for all soil strata identified in the boring logs.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.
- Recommendations for timber pile support of the boardwalk and piers, including allowable tip stresses and embedment lengths. We will also provide lateral deflections (based on LPile analyses) from the actual axial and lateral loads to be provided by you. These lateral deflections will aid us in developing minimum embedment lengths while maintaining deflections within limits that you determine tolerable for the new structures.

FEES

Based on the scope of services described above, the lump sum cost to perform the geotechnical exploration will be **\$4,900** (120 feet of drilling). Should additional drilling (above the estimated 120 linear feet) be required to reach auger refusal this drilling can be performed at a rate of \$12/foot. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

PROJECT SCHEDULE

Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed. Per Georgia law, a three-day utility clearance period is required before any excavation or drilling can begin. Georgia 811 will provide location of public utilities; any private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in one day. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface

report will be submitted approximately 10 to 12 working days (mainly due to the triaxial shear testing) after the completion of the field exploration.

WORK AUTHORIZATION

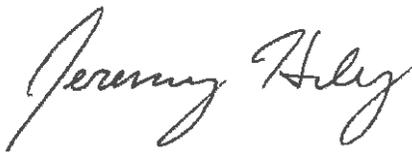
Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services, which are not compatible with purchase order agreements.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

GEOServices, LLC



Jeremy T. Haley, P.E. (TN)
Geotechnical Engineer



J. Russell Ashburn III, P.E.
Senior Engineer

Attachments: Agreement for Services



AGREEMENT FOR SERVICES

Date: December 20, 2016

Job Number: 14-16468

GEO Services, LLC
(Hereafter Consultant)

Client Name: City of Dalton
(Hereafter Client)

Address: 5559 North Lee Highway
City: Cleveland
State: Tennessee Zip: 37312

Address: 904 Civic Drive
City: Dalton
State: Georgia Zip: 30720

Telephone: (423) 614-6471

Telephone: (706) 463-9656

Fax: (423) 614-6479

Fax: (706) 278-1057

Email: dkilday@geoservicesllc.com

Email: SCard@cityofdalton-ga.gov

PROJECT

Project Name: Lakeshore Park Boardwalk & Pier Pile Foundations

Project Location: Dalton, Georgia

SERVICES TO BE RENDERED

Proposal Number: 14-16468 Dated: December 20, 2016 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the

termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** ~~Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.~~
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
- 25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- 26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Dalton

GEOServices, LLC

BY: _____
(Signature)

BY: 

(Signature)

(Print Name / Title)

Dennis A. Huckaba, P.E. / Principal

DATE: _____

DATE: December 20, 2016

PROPOSAL NUMBER: 14-16468

Faxed signature to be treated as original signature



**Conasauga River Mitigation Bank
Dalton-Whitfield Regional Solid Waste Management Authority
C/O Dirk Verhoeff
PO Box 1205, Dalton, GA 30722-1205
(706) 277-2545 Fax: (706) 277-2546**

January 9, 2017

City of Dalton (USACE File No. SAS-1980-60234)
Attn: Mr. Steve Card
PO BOX 1205
Dalton, GA 30722

RE: Credit Sale/Transfer Agreement
USACE File No. SAS-1980-60234

Dear Mr. Steve Card:

I have received payment for the stream credits and I have enclosed a signed and notarized credit transfer agreement for your records. I will notify the Corp of Engineers regarding the credit transfer for your project.

We appreciate your business and will be happy to assist you if any further questions arise.

Sincerely,

Dirk Verhoeff

CRMB Project Manager

CC: Henry Tharpe, Sponcler and Tharpe, Legal Counsel DWRSWMA
Rob Estes, Estes CPA, Auditor DWRSWMA



Conasauga River Mitigation Bank
 Dalton-Whitfield Regional Solid Waste Management Authority
 C/O Dirk Verhoeff
 PO Box 1205, Dalton, GA 30722-1205
 (706) 277-2545 Fax: (706) 277-2546

January 4, 2017

City of Dalton (DPR) (USACE File No. SAS-1980-60234)
 Attn: Steve Card
 904 Civic Drive
 Dalton, GA 30720

Credit Sale/Transfer Agreement

GEORGIA, WHITFIELD COUNTY

THIS AGREEMENT made and entered into this 4th day of January, 2017, by and between the Conasauga River Mitigation Bank and the City of Dalton Department of Parks and Recreation, whereas the City of Dalton has agreed to purchase and the Conasauga River Mitigation Bank has agreed to sell 1,060 stream credits for \$20,670.00. The City of Dalton has obtained a permit from the Corp of Engineers, File No. SAS-1980-60234 and has received approval to purchase stream credits from an approved mitigation bank and may enter into this agreement with the Conasauga River Mitigation Bank, an approved mitigation bank located in the Coosa River Basin.

City of Dalton, DPR

BY: [Signature]
 Authorized Representative

Signed and Sworn to Me, On this 4th day of Jan

[Signature]
 Notary Public



The Conasauga River Mitigation Bank

BY: [Signature]
 Authorized Representative

Signed and Sworn to Me, On this 4th day of Jan, 2017

[Signature]
 Notary Public
 Nov. 08 2019 My Commission Expires

City of Dalton Contracting Agreement

This agreement is made this 20th day of **January, 2017**, between **Southern Athletic Fields**, henceforth known as "Contractor," and **City of Dalton**, henceforth known as "Owner."

Pursuant to the work described in **information listed below** the Contractor and Owner agree to the following:

Section 1 The Work

The Contractor and Owner agree that the following work will be done on **Heritage Point Park 1275 Cross Plains Trail Dalton GA 30720**

- **Renovations on 10 dirt infields to include:**
 - **Removing any existing bases, base anchors or any other debris to perform work**
 - **Bring in 500 tons of SAF Select Infield specialty infield mix and spread work into existing material**
 - **Cone laser grade to owners specifications**
 - **Assure minimal impact to ballfields and surrounding facilities to owner's satisfaction**
 - **** Utilize additional material (by owner request) at price indicated below**

Section 2 Timeline

The Contractor and Owner agree that the work detailed above will be completed according to the following timeline:

Work Start: January 23rd 2017

Work Frequency: 5 days per week 8 hours per day minimum

Work Completion: February 6th (dependent on weather)

Any delays that arise during the course of the work must be discussed with Owner immediately.

Section 3 Payment

Owner agrees to pay the Contractor a total of **\$69,525** payable in the following manner:

- **All upon completion and satisfaction of owner**
- **Owner may request additional work to be done at a price of \$139.05 per ton to include all labor and material**

Section 4 Changes

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed with Owner prior to any decisions.

**Section 5
Permits**

Contractor agrees to secure any permits necessary so that this work will be done within the parameters of the laws of **Georgia**. Contractor agrees that any fees for these permits are already included in the total amount charged to the Owner.

**Section 6
Workers**

Contractor agrees that any laborer, subcontractor and/or employee that he/she hires for the purposes of this job is legally permitted to work in this function in this country.

**Section 7
Subcontractors**

Owner agrees that the Contractor may hire subcontractors at his/her discretion, provided that Contractor agrees that the payment for said subcontractors is entirely the Contractor's responsibility. Owner is not in any way liable for a subcontractor's missed payment.

**Section 8
Insurance**

Owner agrees to maintain the appropriate insurance on the project. Contractor agrees to maintain an insurance policy that covers himself/herself, any employees or subcontractors, his/her equipment, and any damage caused by the work.

**Section 9
Cleanup**

Contractor agrees that any debris, equipment, etc. will be removed from project upon completion of the job. The location will be returned to the state in which it was found prior to the work, excepting, of course, the changes made as a result of the work.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

Contractor and Owner acknowledge that this Agreement is subject to the laws and regulations of the state of **Georgia**

Dennis Mock- Mayor City of Dalton

Owner Name

Contractor Name

Owner Signature

Contractor Signature



Rental Agreement Amendment

THIS AMENDMENT ("Amendment") is made as of the Effective Date by and between Nob North Golf Course ("Customer") and GPSI Leasing II - Accord, LLC ("GPSL") and amends that certain Equipment Rental Agreement dated December 26, 2012, previously amended on October 27, 2016 (the "Agreement").

RECITALS

- i. Customer has requested additional language to clarify that this Agreement is subject to certain Georgia code for multiyear contracts;
- ii. GPSL is agreeable to the additional provisions.

NOW THEREFORE, the parties hereby amend the Agreement as follows:

1. This Agreement is subject to the Official Code of Georgia - OCGA § 36-60-13:
 - a. This Agreement shall terminate absolutely and without further obligation on the part of the county or municipality at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this Code section;
 - b. The contract may provide for automatic renewal unless positive action is taken by the county or municipality to terminate such contract, and the nature of such action shall be determined by the county or municipality and specified in the contract;
 - c. The contract shall state the total obligation of the county or municipality for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed.
2. The following is added to Section 2. Term:
 - c. Provided that GPSL has not received a 30-day prior written notice of termination from Customer, this Agreement shall automatically renew each year on January 10th.
3. The following is added to clarify the annual payment obligation for the remaining Term:

Year	Payment Obligation (excluding applicable taxes)
2017 (12 monthly payments)	\$32,760.00
2018 (12 monthly payments)	\$32,760.00
2019 (12 monthly payments)	\$32,760.00
2020 (10 monthly payments)	\$27,300.00

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

MEMORANDUM

TO: Mayor and Council
Kim Witherow
Bernadette Chattam
Jim Bisson

FROM: Todd Gavin
Chairman

DATE: January 27, 2017

SUBJECT: The request of *CHRISCO*, a Georgia General Partnership for a special use permit to operate a climate controlled storage warehouse inside an existing C-3 Downtown zone district. The site contains 12,094 square feet and is located at 211 West Gordon Street. *(City)*

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on January 23, 2017 at 7:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of six (6) Planning Commission members was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Tracy Ward, with power of attorney.

Public Hearing:

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

Tracy Ward, the property owner's attorney, noted the recent text amendment allowing climate controlled warehouses in the C-3 zone by special use review. He then stated that his client has owned the subject property since 1982. Mr. Ward noted that CHRISCO owns and operates several climate controlled warehouses in the area. Photos of the subject property were shown to the Planning Commission as well as the audience. Mr. Ward stated that the entrance would access W. Gordon Street and that there would be no off-street parking allowed in order to allow clients to load or unload their vehicles on the subject property. He stated that the only parking would be allowed on W. Gordon Street's right of way. Mr. Calhoun and Mr. Ward distributed copies of the interior design of the proposed climate controlled warehouse within the subject property's existing structure. Mr. Ward stated that the business hours would be from 9:00am-5:00pm Monday through Friday. He also stated that the storage units would only be accessible from the interior of the building only. Mr. Minor asked for clarification regarding the off-street parking and the parking area on the subject property. Mr. Ward stated that the off-street paved area on the subject property would be used only for clients accessing their units and that all other parking would be on the right of way.

Ralph Hinman, a local attorney and adjacent landowner, opposed the special use permit based on his concern with traffic generated by the proposed storage facility as well as a negative effect on surrounding property values. He also stated that he did not think the subject property's entrance would be large enough for trucks or cargo trailers. Fred Mayfield stated that he was a nearby property owner and local CPA as well who also opposed the special use permit for the subject property due to the dissimilar use compared to surrounding businesses. He also stated that he believed that a climate controlled storage warehouse would be a poor use of downtown property. Mr. Ward stated that the proposed use of the subject property would be confined to the interior of the structure. He then noted that the entrance to the subject property is sixty feet in width and felt that was ample room for cargo vehicles or small trailers. Chairman Gavin inquired if any exterior alterations would be necessary to which Mr. Ward stated there would not be. Chairman Gavin asked if there would be any exterior storage allowed on the subject property to which Mr. Ward also stated there would not be. Ms. Mathis asked if the property owners had attempted to market the subject property for other uses such as restaurants, retail, or other uses that would better fit the developing trends in downtown. Mr. Ward stated that the owners had not received any interest in the subject property for other uses. It was noted by staff that, if granted, the special use permit would belong to the subject property as opposed to the owner meaning that the special use permit would remain attached to the subject property even if a change of ownership occurs.

With no other comments heard for or against the proposal, Chairman Gavin closed the public hearing at 8:27 p.m.

Recommendation:

Chairman Gavin sought a motion on the requested special use permit. **Ms. Mathis made a motion to recommend a denial of the special use permit for the subject property to operate a climate controlled storage warehouse based on her opinion that the requested use does not fit the desired development trends for the downtown district. Her motion was seconded by Mr. McCoy and the motion failed to pass, 2-3 with Mr. DeLay, Mr. Lidderdale, and Mr. Minor voting nay. Mr. Minor then made a motion to recommend the special use permit be granted to the subject property based on his agreement with the staff analysis. His motion was seconded by Mr. Lidderdale and the motion passed, 3-2 with Ms. Mathis and Mr. McCoy voting nay.**

(The staff analysis is attached.)

SPECIAL USE ANALYSIS

SPECIAL USE CASE: *CHRISCO, a Georgia General Partnership. is seeking a special use permit to operate a climate controlled storage warehouse inside an existing C-3 Downtown zone district. The city of Dalton has jurisdiction in this matter. The application is represented by Tracy Ward who holds power-of-attorney from CHRISCO, the property owner.*

The site contains 12,094 square feet and is located at 211 West Gordon Street. The site has a mixed history of various uses. The building was first constructed around 1960 and served as an automobile tire retail and service center. Additions occurred thereafter and other uses involved various retail, and office related functions. It was used most actively years ago, then may have fallen vacant for a period, and is now reoccupied as office and storage use.

The uses and zoning of adjacent properties surrounding the subject tract follow: 1) to the north and across W. Gordon Street are two tracts, both approximately .2 acres in size, that each contain an occupied office structure fronting W. Gordon Street; 2) to the east, adjacent to the subject property is another office structure; 3) to the south, are two adjacent tracts fronting W. Cuyler Street. The larger of the two tracts consists of .14 acres and is occupied by a small commercial retail structure. The smaller of these two tracts totals .09 acres and is occupied by a commercial garage structure that is utilized for automobile repair; and 4) to the west is a .09 acre tract occupied by a non-conforming single family detached residence; all surrounding and nearby tracts are zoned C-3 Downtown. (See the attached maps.)

The applicant proposes to utilize the large open area within the sites structure to create a climate controlled storage warehouse consisting of approximately 22 individual storage units. The remainder of the structure is planned to remain utilized as office space. Three requirements are contained in the zoning ordinance as applicable to a "Climate Controlled Storage Warehouse" if approved:

(1) Such use is prohibited in the local historic district boundary designated within the C-3 zoning district. (2) Flammable, explosive, or any hazardous materials are prohibited. (3) An interior sign and an exterior sign, each measuring at least one foot by two feet in size, shall be installed at the facility. The signage shall clearly state that hazardous and flammable materials are prohibited within the storage facility. (4) Trucks or trailers with cargo space in excess of sixteen feet are prohibited.

CONSIDERING FACTORS FOR A SPECIAL USE ANALYSIS

(A) Whether the proposed use would impact upon anticipated traffic volume and/or traffic flow and/or pedestrian safety within the vicinity.

The application clearly shows that access will only be to W. Gordon Street. Pedestrian

amenities, like sidewalks, do not exist along W. Gordon Street in proximity to the subject property. Since vehicles with a cargo bay in excess of sixteen feet are prohibited, and storage space within the subject property's structure is limited it is unlikely that traffic flow/volume would be effected if this request were granted.

(B) Whether the hours and manner of operation of the proposed use would impact upon nearby properties and uses within the vicinity.

The application say that the hours of operation are intended for Monday through Saturday 9:00 a.m. to 5:00 p.m. All surrounding properties with the exception of the adjacent residence would be expected to have similar hours of operation.

(C) Whether parking, loading/service, and/or refuse areas of the proposed use would impact upon nearby properties and uses within the vicinity, particularly with regard to noise, light, glare, smoke, and/or odor.

The applicant indicates that parking will be on the northeast side of the subject property and loading/unloading will occur on the north side of the same building using an access door. The proposed use of the property would not be expected to produce any more refuse than surrounding businesses. Noise is expected to be minimal due to the low intensity of the proposed use. Smoke and odors are not part of the operation.

(D) Whether the height, size, and/or location of any proposed structure is compatible with the height, size, and/or location of structure(s) upon nearby properties and uses within the vicinity.

The existing buildings have been on-site for many years, and are typical of many buildings in the non-historic downtown Dalton area. Changes are limited to indoor storage unit construction.

(E) Whether the size of the lot or parcel is sufficiently large for the proposed use, and for reasonable growth opportunity of such proposed use, within the parameters of the Zoning Ordinance and within the probable limits of the soils thereon if an on-site sewage system is to be installed.

The application does not deem the site large enough to accommodate future growth, citing that the useable warehouse space is approximately 4,370 square feet. The structure, itself, appears to have existing open storage space that originally served as an auto mechanic garage during the structures time as a retail tire store. The proposed use would require minimal staff and would not be expected to generate much client ingress or egress prompting the need for additional lavatories. The subject property is, however, served by sewer.

(F) Whether the benefits of and need for the proposed use are, on balance, greater than reasonable anticipated depreciating effects and/or damages, if any, to nearby properties within the vicinity.

When considering the surrounding land uses as well as the present use of the subject property it is the staff's opinion that the proposed use would not result in depreciating

economic values of surrounding properties. This use would simply allow a low-intensity use of a primarily vacant structure in the non-historic downtown.

CONCLUSION: *The staff recommendation is that the requested special use permit can likely be approved for the "self-storage climate controlled warehouse" request. The staff recommends the following conditions as part of this review:*

- (1) Flammable, explosive, or any hazardous materials are prohibited.*
- (2) An interior sign and an exterior sign, each measuring at least one foot by two feet in size, shall be installed at the facility. The signage shall clearly state that hazardous and flammable materials are prohibited within the storage facility.*
- (3) Trucks or trailers with cargo space in excess of sixteen feet are prohibited.*

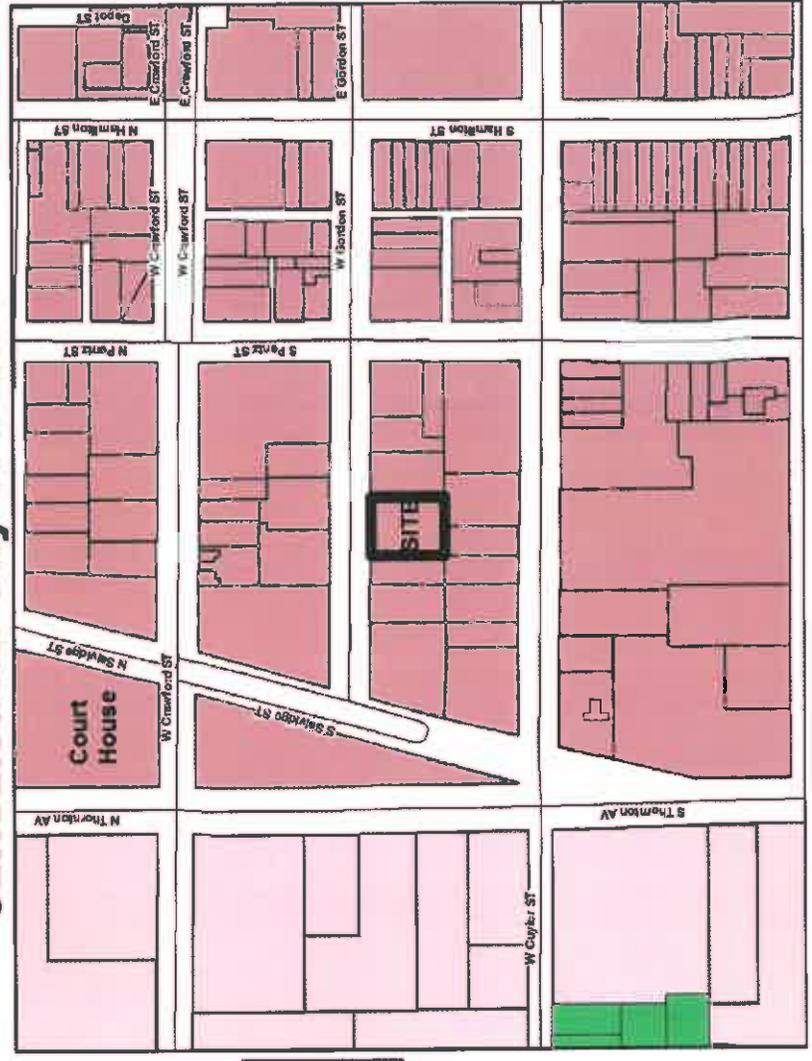
Chrisco Special Use Request for Climate Controlled Mini Warehouses Zoning: C-3, Central Business District Jurisdiction: City of Dalton



Unified Zoning

	Low Density Single Family Residential (R-2)
	Limited Commercial (C-1A)
	Central Business District (C-3)

Feet
100



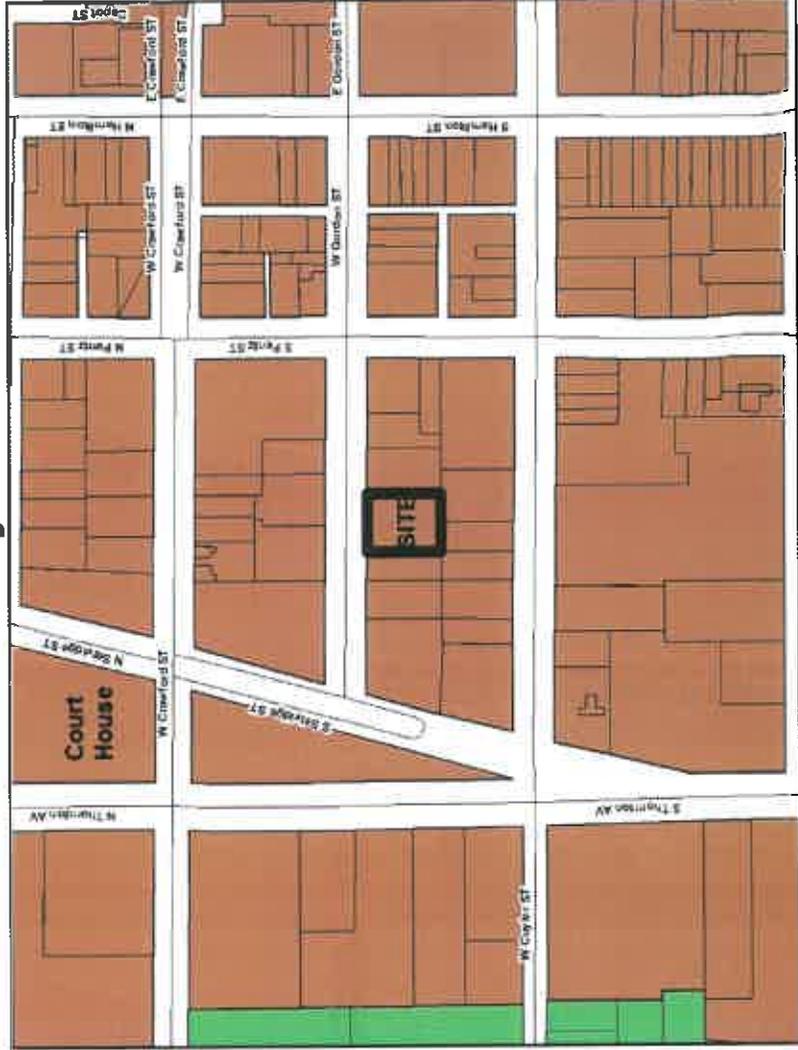
Chrisco Special Use Request
for
Climate Controlled Mini Warehouses
Zoning: C-3, Central Business District
Jurisdiction: City of Dalton



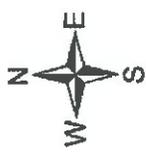
Future Development Map

- Downtown/Town Center
- Town Neighborhood

Feet
100

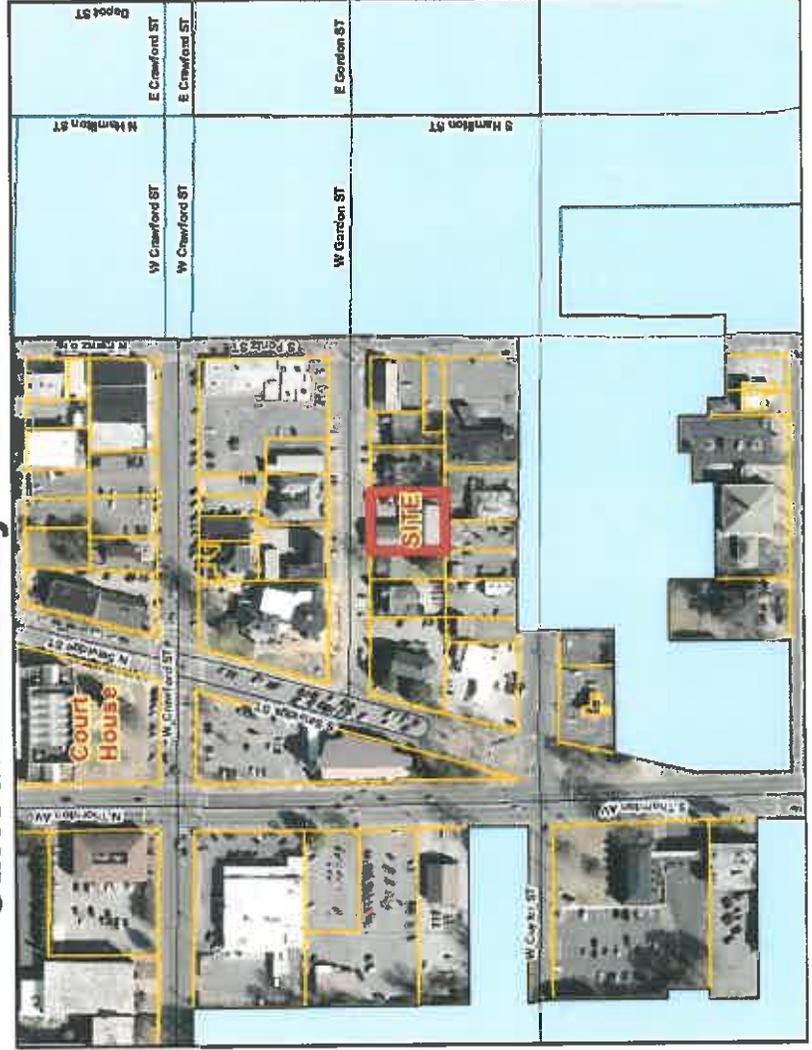


Chrisco Special Use Request
for
Climate Controlled Mini Warehouses
Zoning: C-3, Central Business District
Jurisdiction: City of Dalton

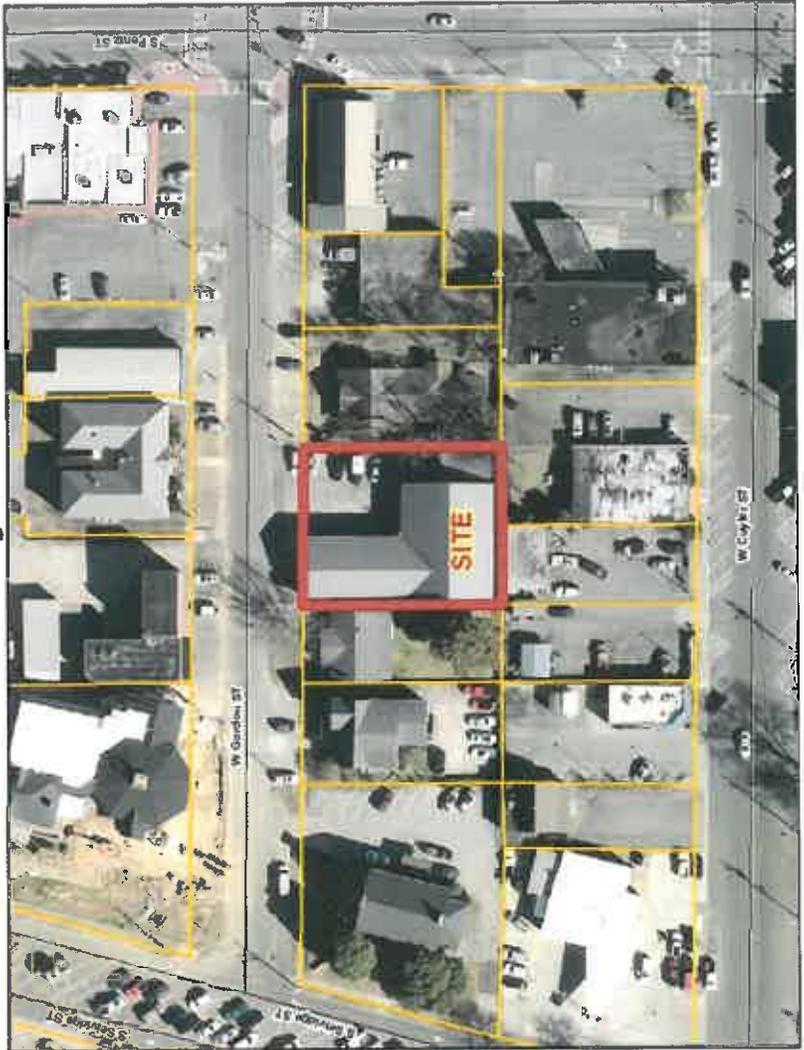
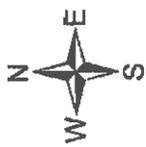


Dalton Historic Boundary

Feet
 100



**Chrisco Special Use Request
for
Climate Controlled Mini Warehouses
Zoning: C-3, Central Business District
Jurisdiction: City of Dalton**



12-219-37-004

FOR OFFICE USE ONLY: 12/20/2016
DATE RECEIVED: _____

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

APPLICATION FOR SPECIAL USE

Dalton: X
Varnell: _____
Whitfield Co: _____

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

Application is hereby made for a Special Use, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

CHRISCO, a Georgia general
Name of Applicant: partnership Telephone: 706-270-2109

Mailing Address: 1213 Broadrick Drive, Dalton, GA 30720

Email: wds64vw@charter.net

Address of Property for which Special Use is requested:

211 West Gordon St., Dalton, Georgia 30720

Size of Property: .278 acres; 12,094 square feet

Existing Zone Classification: C-3

Proposed Zone Classification: C-3

Present Use of Property: part offices and vacant storage area

Proposed Use of Property: offices and climate controlled mini warehouses

A Preliminary Site plan is required for all Special Use Requests.

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

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

(Note: If the Special Use request is for a communication tower, additional information is required. See Article VI of the Unified Zoning Ordinance.)

I hereby certify that the information submitted with this application is true and correct.

Signed: William D Smith
Managing Member

Date: December 30, 2016

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Special Use and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

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

The property identified as Tax Parcel Number 12-219-37-004. CHRISCO, a Georgia
general partnership is the owner and the undersigned is the managing general partner.

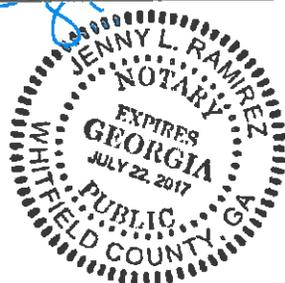
I appoint J. Tracy Ward
my attorney in fact with full authority, my name, place, and stead, to apply for the Special Use request set forth in the attached application.

William D. Smith
Owner William D. Smith
Managing General Partner

Sworn to and subscribed
before me, this 20th day
of November, 2016

Jenny L. Ramirez
Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

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

Date of Rezoning/Special Use Application: 12/20/2016

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

(yes or no) NO

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

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

(yes or no) NO

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

1
If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

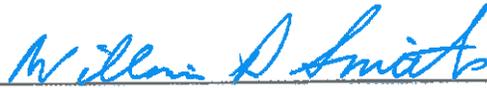
2
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

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

(yes or no) NO

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 20th day of December, 2016.



Applicant's Signature

William D. Smith, Managing General Partner

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

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT***
(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning/Special Use Application: 12/20/2016

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application? **NO**

(Yes or No)

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

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

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 20th day of December, 2016.



Applicant's Signature

William D. Smith, Managing General Partner

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

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

1) Describe the anticipated impact on traffic volume or traffic patterns in the vicinity. Will there be any impacts or pedestrian safety?

There will be no impact on traffic volume or traffic patterns in the vicinity. Customers will pull onto the property to load and unload the items they store or retrieve from their mini warehouse. There will only be 21 units and the items stored in the climate controlled mini warehouse remain there for a lot longer period of time than a conventional mini warehouse. There will not be any impacts on pedestrian safety.

2) Describe the activity that is anticipated to take place on-site and indicate the anticipated hours of operation. What will be the impact, if any, on surrounding properties and uses?

Individuals who rent a climate controlled mini warehouse will drive to the property to load or unload the items that they are storing in their mini warehouse. The hours of operation will be from 9 a.m. to 5 p.m. Monday through Friday. There will be no impact on any of the surrounding properties.

3) Considering noise, light, glare, smoke, and/or odor, justify the location of the parking, loading, and/or refuse area on-site taking into consideration the impact on surrounding properties.

The loading and unloading of items in the climate controlled mini warehouses will not take a very long period of time due to the size of the climate controlled mini warehouses. There will be no noise, light, glare, smoke or other odor that comes for the operation of the climate controlled mini warehouses. There will be no parking at the climate controlled mini warehouses as individuals do not come to the location and stay, so there is no need for anyone to park except to load and unload.

4) Is the height, size, and/or location of any proposed structure on-site comparable to other structures and uses on nearby properties?

The building that is currently located on the property is comparable to other structures as all the activity that is conducted in the building cannot be seen from the outside. There is no other nearby property that has requested a special use for climate controlled mini warehouses.

5) Is the proposed site large enough that the proposed use has room to grow, especially considering the requirements for sewage disposal on-site?

There is no room on the property to expand the building and the number of climate controlled mini warehouses to be located in the vacant portion of the building will remain the same.

6) If the proposed use locates here, are there more benefits to this location, compared to potential detrimental effects on nearby properties?

There will be no detrimental effect on any nearby properties if this property is allowed to be used for climate controlled mini warehouses.



1st Floor

8:30
12
Tracy Ward

BOOK 2274 PAGE 027

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF WHITFIELD.

THIS INDENTURE, Made this 11th day of February in the Year of Our Lord One Thousand Nine Hundred and Ninety-Two (1992) between W. C. BOWEN III, of the State of Georgia and County of Whitfield of the first part, and CHRISCO, A GEORGIA GENERAL PARTNERSHIP, of the State of Georgia and County of Whitfield of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of TEN AND NO/100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract or parcel of land as follows, to-wit:

1492

All that tract or parcel of land lying and being in Land Lot 219 of the 12th District and 3rd Section of Whitfield County, Georgia, and being City Lots 34, 36, 38 and 40 on Gordon Street in the City of Dalton, and being more particularly described according to a plat prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated February 7, 1992, and being more particularly described as follows:

BEGINNING at an iron pin on the south right-of-way of Gordon Street, which point is located in a westerly direction as measured along said right-of-way line a distance of 225 feet from the point of intersection of said right-of-way line and the west right-of-way of Pentz Street; thence South 00 degrees 09 minutes West 121.17 feet to a point; thence South 90 degrees 00 minutes West 49.92 feet to a point; thence North 89 degrees 48 minutes West 49.77 feet to a point; thence North 00 degrees 00 minutes East 121.15 feet to a point on the south right-of-way of Gordon Street; thence continuing in an easterly direction along the south right-of-way of Gordon Street South 89 degrees 55 minutes East 100 feet to the point of beginning.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

Whitfield County, Georgia
Rec'd State Transfer Tax
Paid \$ 100.00
Date 2-12-92
DEBRA WILSON
Clerk of Superior Court



SPONCLER & THARPE, LLC

ATTORNEYS AT LAW

J. Tracy Ward
tward@daltongalaw.com

February 3, 2017

Via Electronic Mail

Mayor Dennis Mock and Members of the Dalton City Council

Re: Special Use Permit Application for CHRISCO, a Georgia general partnership

Dear Mayor Mock and Members of the City Council:

On your agenda for Monday, February 6, 2017 is a recommendation by the Whitfield County Planning Commission for the approval of climate controlled mini warehouses to be constructed and built inside the building owned by my client at 211 West Gordon Street. As you may recall several months ago the Whitfield County Planning Commission recommended a text amendment to the Unified Zoning Ordinance of the City of Dalton, the City of Varnell, and Whitfield County. The text amendment was to allow climate controlled mini warehouses to be constructed in the C3 zoning district which is the central business district and which is downtown Dalton. The Planning Commission unanimously recommended that this text amendment be approved and all of you approved it as well as the Whitfield County Board of Commissioners and the City Council of Varnell.

I applied for a special use permit and the Whitfield County Planning Commission heard our application on January 23, 2017 and by majority vote recommended that the Mayor and Council allow this special use of the above location.

I have attached a survey of my client's property on West Gordon Street along with drawings of the proposed climate controlled mini warehouses by Kim L. Woods Construction, Inc. I have also attached a few photographs of the exterior of the building and the interior. This building used to be the B.F. Goodrich tire store in the 1960's and early 1970's. The back portion of the building where the climate controlled mini warehouses are to be located was used as the service area for the vehicles that were worked on by B.F. Goodrich. It is an open area and has a ceiling with the height of 20 to 30 feet. It is ideally suited for the installation of climate controlled mini warehouses. As you can see from the attached plans there are sixteen (16) 10 feet by 10 feet units; two 10 feet by 30 feet units; two 10 feet by 20 feet units and one 10 foot by 21 foot unit.

The mini warehouses will be open Monday through Friday 8:00 a.m. until 5:00 p.m. and on Saturday from 9:00 a.m. until 12:00 p.m. With these type of mini warehouses my client does not anticipate much traffic in and out of this building. There will be no large tractor trailer or box

Mayor Mock and City Council Members
February 3, 2017
Page 2

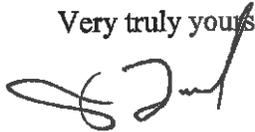
trucks that will be needed to load and unload any items in these mini warehouses and therefore there will be no vehicles that will interfere with the flow of traffic on West Gordon Street.

My clients have sought to sell this property to individuals who could make use of it as a restaurant or some other amenity for downtown but no one is interested as it is not feasible to be used as a retail store or restaurant or anything of that nature as there is insufficient parking available on the property to meet the parking requirements of the City.

My clients already have climate controlled mini warehouses on Chattanooga Ave and my clients own other properties in downtown Dalton and maintain their buildings in an attractive manner. The only work to be performed on the building will be in the interior and there will be no change to the exterior except to make the entrance door wider for individuals to place the items they want to store into their climate controlled mini warehouse.

I appreciate your consideration of this special use permit and if any of you have any questions concerning this please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Tracy Ward", with a stylized flourish at the end.

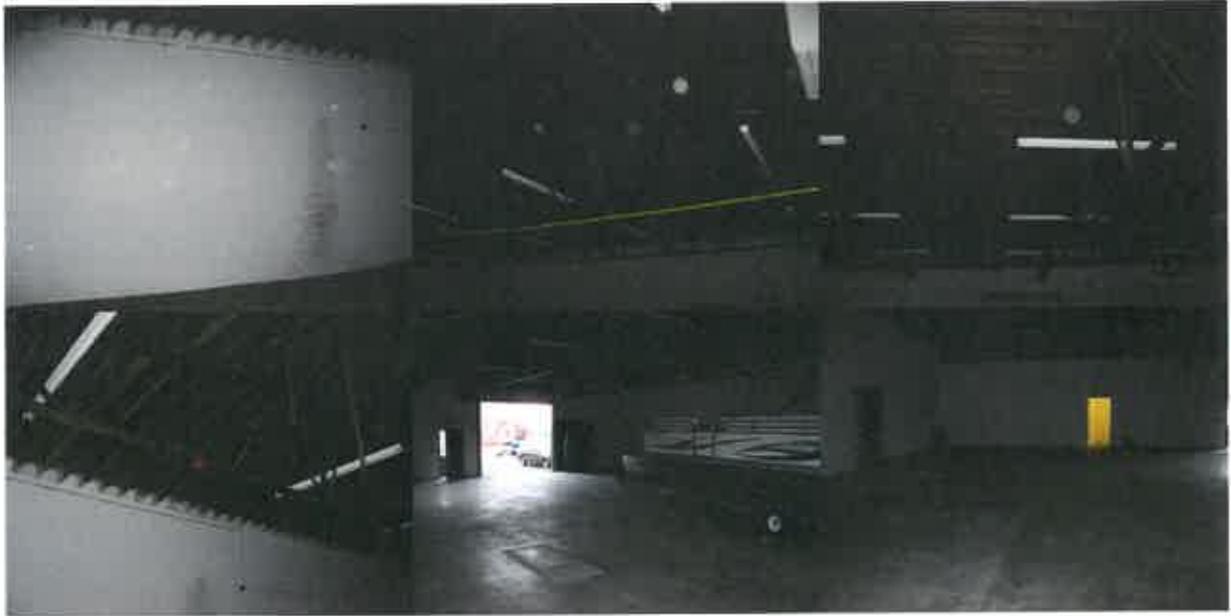
J. Tracy Ward

Enclosure

CC: William D. Smith

From: Danny Smith <wds64vw@charter.net>
Sent: Thursday, February 02, 2017 9:37 AM
To: Tracy Ward
Subject: Gordon Street Pics





RESOLUTION 17-03

RESOLUTION APPROVING A SPECIAL USE PERMIT

WHEREAS, CHRISCO, a Georgia general partnership is seeking a special use permit to operate a climate controlled storage warehouse in an existing building at 211 West Gordon Street; and

WHEREAS, said building is currently zoned C-3 and its intended use will require a special use permit; and

WHEREAS, the staff of the Dalton-Whitfield Planning Commission has conducted a special use analysis of said property and its intended use; and

WHEREAS, the staff of the Dalton-Whitfield Planning Commission recommended approval of the special use permit with certain conditions; and

WHEREAS, the Dalton-Whitfield Planning Commission has adopted the recommendation of its staff on this issue.

NOW, THEREFORE, BE IT RESOLVED, that the application of CHRISCO for a special use permit to operate a climate controlled storage warehouse in an existing building at 211 West Gordon Street is hereby approved subject to the following conditions:

1. Flammable, explosive or any hazardous materials are prohibited.
2. An interior sign and an exterior sign, each measuring at least one foot by two feet in size, shall be installed at the facility. The signage shall clearly state that hazardous and flammable materials are prohibited within the storage facility.
3. Trucks and trailers with cargo space in excess of sixteen (16) feet are prohibited.

SO RESOLVED, this __ day of _____, 2017.

CITY OF DALTON, GEORGIA

By: _____
Dennis Mock
Mayor

ATTESTED TO:

City Clerk

ORDINANCE 17-02

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

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

Section 1.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Alcoholic Beverages” by amending Section 6-73 captioned “Types of Licenses” by striking, repealing and deleting subsection (b)(7) thereof in its entirety and substituting in lieu thereof a new subsection (b)(7) which shall read as follows:

(7) Brew pub.....750.00

Section 2.

The city clerk shall refund to the holder of any 2017 brew pub license the difference between what such license holder paid for the 2017 brew pub license and \$750.00.

Section 3.

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

Section 4.

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

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that

the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 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:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON



Dalton • Whitfield County
JOINT DEVELOPMENT AUTHORITY

2016 Recap

February 6, 2017

Carl Campbell, Executive Director

Project Pipeline

Direct Jobs	5,985
Indirect Jobs	2,992
Projects	59
Capital Investment	\$1,127,100,000

Type of Projects:

Targeted Diversified Industry	23
Floorcovering	4
Other	7
Unknown	16
Retail	9

Potential Location for Industrial Projects:

Carbondale	50%
Industrial Land	18%
Industrial Building	32%

Economic Impact Score Card

Grow Greater Dalton 2.0 Score Card, 2013-2016

Metrics	4-Year Goals	2013	2014	2015	YTD 2016	Total	% of Goal
Direct jobs	1,000	2,019	507	245	292	3,063	306%
Indirect and Induced jobs	500	1,010	253	123	146	1,532	306%
Total Jobs:	1,500	3,029	760	368	438	4,595	306%
New Capital Investment	\$ 250,000,000	\$ 511,800,000	\$ 167,000,000	\$ 47,500,000	184,000,000	\$ 910,300,000	364%

YTD Projects Won

Projects	3
Capital Investment	\$184,000,000
Direct Jobs	292

ED UPDATE

Projects Lost: Why

- No buildings suitable to meet their needs (100,000 sq. ft. +)
- Lack of larger sites in Whitfield County (100+ acres)
- Lack of confidence in our workforce
- Speed-to-market concerns for undeveloped sites
- Retail sites don't match tenants needs

Economic Development Conferences

(Community Marketing Opportunities)

The JDA participated in the following:

- *Meet the Consultants* - Southern Economic Development Council – Kansas City
- *Economic Development Summit* – Electric Cities of Georgia – Jekyll Island, GA
- *Spring Conference* – Georgia Economic Developers Association – St. Simon, GA
- *Annual Conference* – Georgia Economic Developers Association – Savannah, GA
- *Spring Professional Forum* - Industrial Asset Management Council- New Orleans, LA
- *Fall Professional Forum* – Industrial Asset Management Council – Indianapolis, IN
- *Southeast Conference* - International Council of Shopping Centers- Atlanta, GA
- *Consultant Visit* - Virginia

Plans for 2017

Retail Recruitment

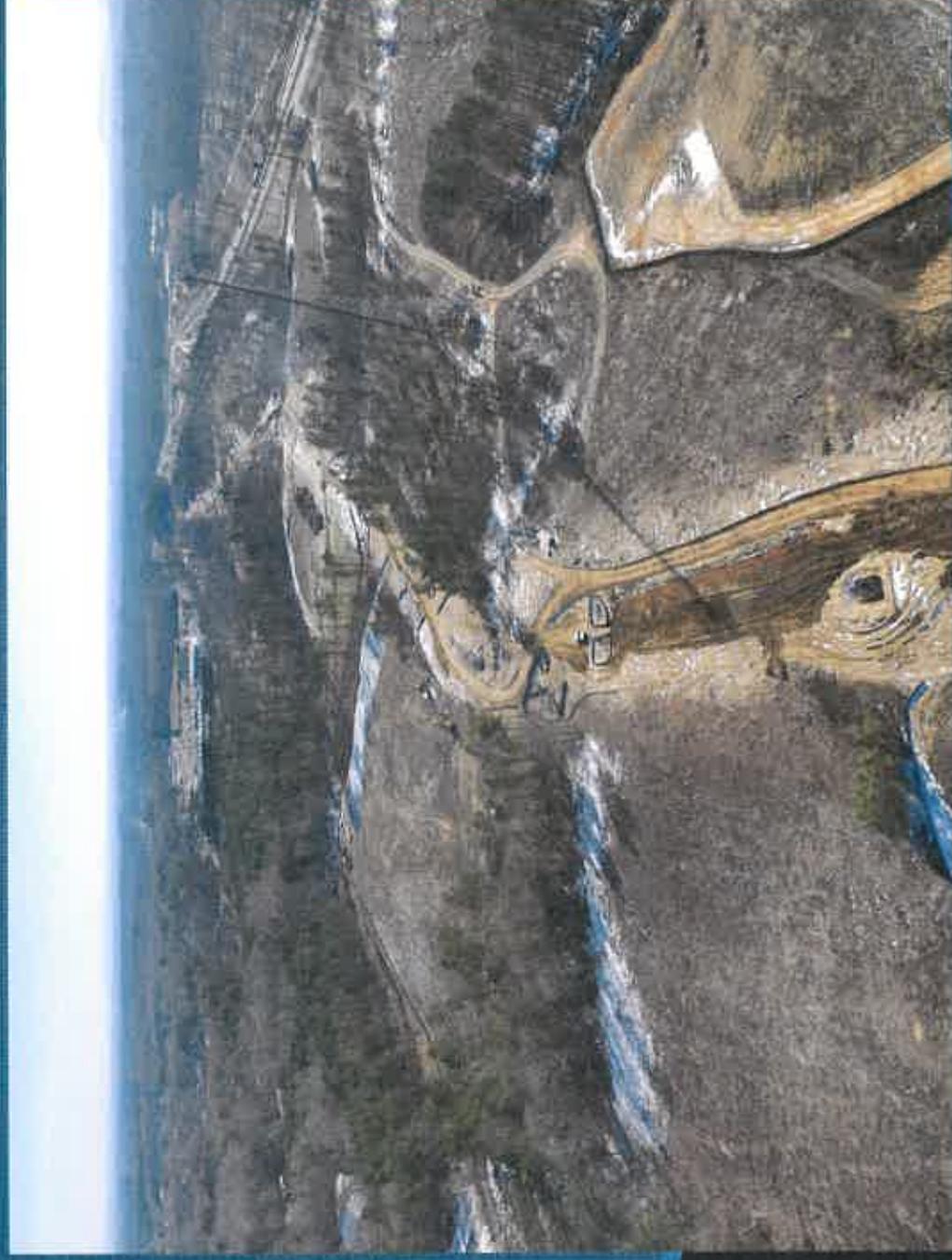
- Restaurants
- Grocery stores
- National Tenant shops
- Entertainment
- Mall project



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- **Brownfield Opportunities**
- **Sewer Upgrade – CBP**
- **Multi-family developments**

North / South Park Road Project



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Site 9 Grading



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Questions?