



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 19, 2018
6:00 P.M.
DALTON CITY HALL**

A G E N D A

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

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting Minutes of February 5, 2018
6. Unfinished Business:
 - A. Ordinance - Second Reading:
Ordinance 18-01
To Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Stormwater Management"; To Add A New Section 96-4 Captioned "Stormwater Fee" To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
7. New Business:
 - A. FY-2018 Budget Amendment #1
 - B. Dalton Parks and Recreation Sponsorship Agreement with Academy Sports
 - C. Appointments:
 - Tree Board Appointments
8. Supplemental Business
9. Adjournment

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

The Mayor and Council held a Work Session this evening at 5:30 P.M. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tyree Goodlett, Gary Crews and Annalee Harlan, City Attorney James Bisson, Attorney Tom Minor and Jonathan Bledsoe, City Administrator Jason Parker and several department heads.

The Mayor and Council reviewed the following items on the agenda:

Unfinished Business:

Ordinance - Second Reading:

Ordinance 17-11

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

New Business:

- A. Public Safety Commission Recommendations:
(2) 2018 Alcohol Beverage Applications
- B. Lease Agreement with JBM Office Solutions for Dalton Police Department
- C. Dalton Police Department Equitable Sharing Agreement and Certification
- D. City of Dalton Service Agreements with the Dalton-Whitfield Community Development Corporation (DWCDC) for CHIP (Community Home Investment Program) Grant and CDBG (Community Development Block Grant) Program.
- E. Renewal of EMCOR Services Agreement for City Hall HVAC
- F. ClickFix Scope of Services Proposal
- G. Memorandum of Understanding between the Georgia Department of Transportation and Dalton Municipal Airport for the Unified Certification Program (UCP).
- H. Agreement with Northwest Georgia Paving, Inc., for Construction of Terminal Ramp/Apron Rehabilitation Phase 1 at Dalton Municipal Airport
- I. Public Works Traffic Control Change:
No Parking Between Signs - One Side of Street - Ryman Ridge Road

- J. Memorandum of Understanding Between the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia D/B/A Dalton Utilities and The City of Dalton

- K. Ordinance - First Reading:
Ordinance 18-01
To Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Stormwater Management"; To Add A New Section 96-4 Captioned "Stormwater Fee" To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

- L. Appointments:
Mayoral Appointments
Miscellaneous Appointments
Boards and Authorities Appointments

The Mayor and Council agreed to remove the appointments of the Tree Board.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:47 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

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

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, Annalee Harlan, Tyree Goodlett, Gary Crews and City Administrator Jason Parker, City Attorney James Bisson, Attorney Tom Minor and Jonathan Bledsoe.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

PROCLAMATION - "GEORGIA DAY"

The Mayor and Council proclaimed February 12, 2018, as "Georgia Day" in the City of Dalton and called upon all citizens to celebrate the State's proud and rich heritage on its 285th anniversary.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

Storm Water - Jevin Jensen

Mr. Jensen stated to the Mayor and Council that he understands there will be a \$2.00 fee per resident per month. Jensen asked the following questions:

- Was the Mayor and Council trying to bring in \$600,000.00?
- What would be the fee schedule for industrial and commercial?
- What are the capital projects expenses since there are only (4) employee salaries and the amount needed is \$600,000.00?
- What is the breakdown of some of those capital projects?
- How are citizens supposed to know the difference between a storm water projects for Dalton Utilities verses the City of Dalton?
- How does the segregation of duties work with taxpayers' dollars?

City Administrator Jason Parker stated the residential rate will be no more than \$2.00. He further stated the City is working on the commercial and industrial rates with Dalton Utilities to distinguish which properties are commercial and which are industrial so that it's not only residential taxpayers who pay the fee.

Parker stated the burden will be shared. He stated the City is evaluating the fees based on contributions to the problem of storm water management. In other words he stated, a larger location with more impervious surface would yield more water in terms of runoff. In terms of the cost, Parker also stated the city partners with Whitfield County for them to provide some engineering services for things that take place off the right of way. Parker stated that when people apply for storm water permits, part of those funds are allocated to pay for those services, and is part of the intergovernmental agreement.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of January 2, 2018, and the Special Called Joint Meeting Minutes of January 31, 2018. On the motion of Alderman Wood, second Alderman Crews, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCE - SECOND READING

ORDINANCE 17-11

On the motion of Alderman Wood, second Alderman Harlan, the Mayor and Council adopted Ordinance 17-11 To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes. The vote was unanimous in favor.

PUBLIC SAFETY COMMISSION RECOMMENDATIONS:

(2) 2018 ALCOHOL BEVERAGE APPLICATIONS

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

Business Owner: Seasons LG, Inc.
d/b/a: Seasons Hibachi & Sushi
Applicant: Seasons LG, Inc.
Business Address: 785 Shugart Rd. Suite 9A
Type: Beer & Wine Pouring
Disposition: New

Business Owner: El Kacama Co.
d/b/a: Tienda El Kacama
Applicant: El Kacama Co.
Business Address: 616 4th Ave Suite 4-6
Type: Package Beer
Disposition: Owner Change

On the motion of Alderman Wood, second Alderman Crews, the Mayor and Council accepted the Public Safety Commissions recommendation and approved the applications. The vote was unanimous in favor.

LEASE AGREEMENT WITH JBM OFFICE SOLUTIONS FOR DALTON POLICE DEPARTMENT

The Mayor and Council reviewed the Lease Agreement with JBM Office Solutions for the Dalton Police Department for a Konica Minolta Bizhub 558e for a (4) year lease at a savings of \$33.41 per month. On the motion of Alderman Wood, second Alderman Crews, the agreement was approved. The vote was unanimous in favor.

DALTON POLICE DEPARTMENT EQUITABLE SHARING AGREEMENT AND CERTIFICATION

On the motion of Alderman Harlan, second Alderman Wood, the Mayor and Council approved the Dalton Police Department Equitable Sharing Agreement and Certification which sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitable shared with participating law enforcement agencies. The vote was unanimous in favor.

CITY OF DALTON SERVICE AGREEMENTS WITH THE DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION (DWCDC) FOR CHIP (COMMUNITY HOME INVESTMENT PROGRAM) GRANT AND CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) PROGRAM

The Mayor and Council reviewed the annual agreements for the Dalton-Whitfield Community Development Corporation (DWCDC) for CHIP (Community Home Investment Program) Grant and CDBG (Community Development Block Grant) Program. On the motion of Alderman Goodlett, second Alderman Harlan, the annual agreements were approved. The vote was unanimous in favor.

RENEWAL OF EMCOR SERVICES AGREEMENT FOR CITY HALL HVAC

On the motion of Alderman Wood, second Alderman Goodlett, the Renewal of EMCOR Services Agreement for City Hall HVAC with a 5% increase was approved. The vote was unanimous in favor.

SECLICKFIX SCOPE OF SERVICES PROPOSAL

The Mayor and Council reviewed a service proposal for the software program SeeClickFix for service request collection and management which assists users in communicating with local governments about non-emergency issues. On the motion of Alderman Wood, second Alderman Harlan, the service proposal was approved in the amount of \$16,280.00. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION AND DALTON MUNICIPAL AIRPORT FOR THE UNIFIED CERTIFICATION PROGRAM (UCP)

AGREEMENT WITH NORTHWEST GEORGIA PAVING, INC., FOR CONSTRUCTION OF TERMINAL RAMP/APRON REHABILITATION PHASE 1 AT DALTON MUNICIPAL AIRPORT

On the motion of Alderman Harlan, second Alderman Crews, the Mayor and Council approved the Memorandum of Understanding between the Georgia Department of Transportation and Dalton Municipal Airport for the Unified Certification Program (UCP) which outlines the scope of work including any obligations and responsibilities and the agreement with Northwest Georgia Paving, Inc. for construction of terminal ramp/apron rehabilitation phase 1 at Dalton Municipal Airport. The vote was unanimous in favor.

PUBLIC WORKS TRAFFIC CONTROL CHANGE

The Mayor and Council reviewed the following Traffic Control Change:

No Parking between Signs - One Side of Street - Ryman Ridge Road

On the motion of Alderman Wood, second Alderman Crews, the Mayor and Council accepted the Public Works Committee recommendation and approved the Traffic Control Change. The vote was unanimous in favor.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES AND THE CITY OF DALTON

The Mayor and Council reviewed the Memorandum of Understanding Between the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia D/B/A Dalton Utilities and The City of Dalton related to the City's request that the Utility undertake to bill residents of the City a storm water fee(s) being duly established by the City on the Utilities' regular monthly billings to its customers. On the motion of Alderman Goodlett, second Alderman Wood, the Mayor and Council approved the Memorandum of Understanding. The vote was unanimous in favor.

ORDINANCE - FIRST READING

ORDINANCE 18-01

The Mayor and Council reviewed the Ordinance 18-01 to Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Storm water Management"; To Add A New Section 96-4 Captioned "Storm water Fee" To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

APPOINTMENTS

Mayoral Appointments

Mayor Dennis Mock submitted the Mayoral Appointments. A copy of these appointments are a part of these minutes.

Miscellaneous Appointments

Boards and Authorities Appointments

On the motion of Alderman Wood, second Alderman Harlan, the Mayor and Council approved the Miscellaneous and Board and Authorities appointments and postponed all Tree Board Appointments until the next regular meeting. A copy of these list are a part of these minutes. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:16 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

ORDINANCE 18-01

To Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Stormwater Management"; To Add A New Section 96-4 Captioned "Stormwater Fee" 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 2001 Revised Code of the City of Dalton, Georgia, by amending Chapter 96 captioned "Stormwater Management" by adding a new Section 96-4 captioned "Stormwater Fee" which shall read as follows:

Sec. 96-4. Stormwater Fee.

The Mayor and Council find that the stormwater system of the city is necessary to protect the public health, safety, and welfare of the citizens and residents of the city. The provision of stormwater management programs and facilities renders and/or results in both a service and a benefit to all properties, property owners, citizens, and residents of the city. The future usefulness of the existing stormwater systems owned and operated by the city, and of additions and improvements thereto, rests on the ability of the city to effectively maintain and enhance stormwater systems and facilities in the city. In order to do so, the city must have adequate and stable funding for its stormwater operating, maintenance and capital investment needs. The Mayor and Council find that such funding can be achieved in part by the charge of a stormwater fee to property owners, citizens, and residents of the city. The Public Works Committee of the city is authorized to determine the fee or fees to be charged and to provide for the imposition and collection of the fee.

Section 2:

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 3:

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

Section 4:

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

SO ORDAINED this _____ day of _____, 2018.

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

ATTEST:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON

2018 Budget Amendment

Budget Amendment #1

GENERAL FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Federal funds	\$ 14,500	(1)
Donations - infant head stones	4,355	(2)
Estimated sale of equipment - Public Works	26,000	(3)
Insurance reimbursement - Fire department	15,410	(4)
	<u>\$ 60,265</u>	
Expenditures & Transfers-out		
Police department - patrol	14,500	(1)
Public works - cemetery	4,355	(2)
Fire department - equipment repairs	15,410	(4)
Administration - wages-benefits	70,360	(5)
Administration - gas and oil	4,000	(5)
Police department - administration wages-benefits	(68,000)	(5)
Recreation - capital < \$5,000	15,000	(6)
Recreation - repairs	4,500	(6)
Transfer out		
Capital acquisition fund- public works	51,000	(3)
Capital acquisition fund- administration	35,690	(7)
Airport grant fund	8,730	(8)
Contingency	(95,280)	
	<u>\$ 60,265</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) PD federal grant from Governor's Office Highway Safety program
- (2) For 67 Infant head stones
- (3) PW purchase of Toolcat & estimated sale of old equipment to defer cost
- (4) Insurance funds for repair to 2016 Supthen fire engine
- (5) To reflect net increase in wages/benefits/gas to the Administration budget net decrease wage/benefits in Police budget for City Admin position
- (6) Carryover of unexpended funds in the 2017 budget for purchase of AED's & repairs at John Davis Building
- (7) Purchase of vehicle for City Administrator position
- (8) 2018 Airport ramp rehab and apron overlay phase 1 grant

CAPITAL ACQUISITION FUND

	Increase (Decrease)	
Revenues & Transfers-In		
General Fund	\$ 86,690	(1)
	<u>\$ 86,690</u>	
Expenditures & Transfers-out		
Capital - Public Works	\$ 51,000	
Capital - Administration	35,690	
	<u>\$ 86,690</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) For the purchase of a Toolcat to replace a 2003 model at Public Works and 4-wheel drive Toyota 4-Runner for City Administrator

AIRPORT GRANT FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Federal funds	\$ 136,275	(1)
State funds	8,730	(1)
General fund transfer	8,730	(1)
	<u>\$ 153,735</u>	
Expenditures & Transfers-out		
Capital outlay	153,735	(1)
	<u>\$ 153,735</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

- (1) 2018 Airport ramp rehab and apron overlay phase 1 grant

From: Mike Miller
Sent: Wednesday, February 14, 2018 9:37 AM
To: Jason Parker <JParker@cityofdaltonga.gov>
Subject: Academy Sports

Jason,

I would like the attached Academy Sports Agreement to be added to the next Council meeting. Over the past 4 years Academy has given us \$5,000 each year for sponsorship. We in turn will place their logo on banners and publications we produce. We will hold seasonal registration night at the local store and parents that come to buy receive a 20% discount on purchases. We place their logo on DPRD web site only.

These funds help to offset the cost of the criminal back ground checks. We do this for all coaches and volunteers. The back ground checks are handled through SSCI. Since we have begun this program, some 15+ years ago, we have stopped more than 20-30 convicted felons from coaching in our program. It also may have prevented some too. Any questions please call.

Thanks,

Mike Miller
Director of Parks and Recreation
P.O. Box 661, 904 Civic Dr
Dalton, GA 30722
706-463-2013 wk, 706-278-1057 Fax
mmiller@cityofdaltonga.gov
mydprd.com





This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the Dalton Parks and Recreation (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on 2/1/2018 (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2020. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the term.

Academy will provide the following to Recipient:

- \$5,000 (Paid in February 2018)
- \$5,000 (Paid in February 2019)

Academy will receive the following sponsorship benefits from Recipient:

- Academy will be recognized as “Corporate Partner”
- Academy will receive a minimum of (7) seven banners at athletic facilities
- Academy will receive logo placement in program guide and brochure in newspaper
- Academy will receive logo placement on Recipient website with link to Academy.com
- Academy will receive a minimum of four (4) social media posts from Recipient's official social media handle(s)
 - content to be mutually agreed upon
- Minimum of two (2) scheduled league night events
 - Date must be before any competitors shop day
 - Must provide at least four (4) weeks advance notice
 - Recipient will promote said events on its official website, social media page(s) and any other means applicable to ensure turnout
- Recipient shall provide Proof of Performance, including, number of participants and pictures

Category Exclusivity:

Academy shall receive category exclusivity. Recipient shall not solicit or accept advertising, promotions, or sponsorship from any sporting goods or outdoor retailer competing with Academy. ‘Sporting Goods or Outdoor Retailer’ shall mean any retailer that devotes at least 51% of their total in-store or online sales area to the sale of items similar to items sold by Academy. By way of example and not limited to the following, Sporting Good and Outdoor Retailer shall include Dick’s Sporting Goods, Inc., Bass Pro Shops, The Sports Authority, Inc., Recreational Equipment, Inc. (REI), Cabela’s Inc., Champs Sports, Gander Outdoors, Hibbett Sports, Scheels All Sports, Kansas Sampler, and Rally House.

Invoicing:

- Recipient shall submit invoice for payment processing via email to:
cody.reid@academy.com

This SPONSORSHIP RIDER (“Rider”) is entered into on 2/1/2018 (the “Effective Date”) between Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and Dalton Parks and Recreation (“Recipient”), a non profit located at 904 Civic Drive, Dalton, GA 30720. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated 2/1/2018. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (Agreement”).

1. PRICING AND INVOICING.

Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. INSURANCE. Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.

3. REPRESENTATIONS, WARRANTIES AND GUARANTEES. Each Party warrants, represents, and guarantees to the other that:

- a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
- b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
- c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

4. MARKS. Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

5. ACKNOWLEDGEMENT. The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient event or facility other than that which is specifically provided for in the Sponsorship Summary and/or Sponsorship Rider. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and facilities.

6. INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT’S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

7. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY’S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

8. ASSIGNMENT. Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party’s business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

9. ENTIRE AGREEMENT/CHANGES. This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

10. RELATIONSHIP OF THE PARTIES. The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

11. CONFIDENTIALITY. Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

12. CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR’S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY
ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS
By: ACADEMY MANAGING CO., L.L.C.
It’s General Partner

RECIPIENT
Dalton Parks and Recreation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Expiration Dates Sorted

Board Name	Type	Member	New Appointment	Term	Expiration
Tree	Board	Hawkins, Nancy		3 Year	12/31/2017
Tree	Board	Blaylock, Ron		3 Year	12/31/2017
Tree	Board	Atkins, Dianne		3 Year	12/31/2017