MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 7, 2017
6:00 P.M.
DALTON CITY HALL

AGENDA

WORK SESSION – 5:00 P.M. – COUNCIL CHAMBER
1. Review of Agenda
2. Call for Executive Session – Personnel – 2nd Floor Conference Room

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 July 17, 2017

6. Unfinished Business:
   A. Ordinance – Second Reading:
      Ordinance 17-04
      To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned “Fire Prevention and Protection” By Striking, Repealing And Deleting Section 54-1 Captioned “Fire Hydrants And Water Mains” In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned “Fire Hydrants And Water Mains”; 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. Construction Contract with Astra Group, Inc., for Haig Mill Lake Park Project.


   C. Lease Agreement with Georgia Mountains Health Services, Inc.
D. **Resolution 17-10**
A Resolution To Regulate And Provide For The Calling Of An Election To Determine The Issuance Or Nonissuance Of City Of Dalton, Georgia General Obligation Bonds In The Aggregate Principal Amount Of Up To $50,650,000 For The Purpose Of Providing Funds To (A) Acquire, Construct, Install And Equip Certain Capital Projects For Dalton Public Schools, (B) Pay Capitalized Interest On The Bonds Issued To Fund Such Projects, And (C) Pay All Expenses Including To Accomplish The Foregoing; To Provide For The Date And The Maximum Interest Rate Or Rates Of Interest Which Such Bonds Shall Bear And The Schedule Of Maturities Of Said Bond Issue; To Provide For The Levy And Collection Of Taxes To Service Said Bond Issue, If So Authorized; And For Other Related Purposes.

E. **Resolution 17-12**
Endorsement Of Downtown Development Revolving Loan Fund Application Of Brown Dog Properties, LLC.

F. **Ordinances – First Reading:**
**Ordinance 17-05**
To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

**Ordinance 17-06**
To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Offenses And Miscellaneous Provisions"; To Amend Article IV Captioned "Offenses Against Public Order And Safety" To Add A New Division 7 Captioned "Aggressive Panhandling"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

G. **Appointments:**
3. Appointment of Scott Delay to the Library Board for a 3-year term to expire June 30, 2020.

8. **Supplemental Business**

9. **Adjournment**

*To view this meeting on-line, please visit our website at [www.cityofdalton-ga.gov](http://www.cityofdalton-ga.gov)*
THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JULY 17, 2017

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

Mayor Pro-tem Woods reviewed with the Council each of the items on the agenda.

ADJOURNMENT
There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:35 p.m.

Bernadette Chattam
City Clerk

Denise Wood, Mayor Pro-tem

Recorded
Approved: ____________
Posted: ____________
THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JULY 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 Pro-tem Denise Wood, Aldermen Tate O’Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson. Mayor Dennis Mock was absent.

PLEDGE OF ALLEGIANCE
Girl Scout Troop #970 led the audience in the Pledge of Allegiance.

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

PUBLIC COMMENTARY
The following citizens came before the Mayor and Council:

Danny Watson - Requesting Additional patrol on Rowena Street
Omar Barker - Requesting Additional patrol on Rowena Street
Larry Inkle - Opposed to City of Refuge locating on Morris Street
Jean O’Neal - Complaint about debris in ditch on private property from McClellan Creek

MINUTES
The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of June 19, 2017. On the motion of Alderman Goodlett, second Alderman Crews, the minutes were approved as written and adopted.

MAINTENANCE AGREEMENT BETWEEN THE CITY OF DALTON AND AMERICANAVIATION
On the motion of Alderman O’Gwin, second Alderman Goodlett, the Mayor and Council approved the Maintenance Agreement between the City of Dalton and American Aviation for Navigational Equipment at Dalton Municipal Airport. The vote was unanimous in favor.

PROPOSAL FROM DILBECK LAWN & LANDSCAPE DESIGN, INC.
The Mayor and Council reviewed the Proposal from Dilbeck Lawn & Landscape Design, Inc., for Completion of Landscape Maintenance Services at Dalton Municipal Airport. On the motion of Alderman O’Gwin, second Alderman Goodlett, the proposal was accepted. The vote was unanimous in favor.

ORDINANCE - FIRST READING
ORDINANCE 17-04
The Mayor and Council held a first reading for Ordinance 17-04 To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned "Fire Prevention and Protection" By Striking, Repealing And Deleting Section 54-1 Captioned "Fire Hydrants And Water Mains" In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned "Fire Hydrants And Water Mains"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes
RESOLUTION 17-09
On the motion of Alderman Goodlett, second Alderman O’Gwin, the Mayor and Council adopted Resolution 17-09 Authorizing The Adoption And Approval Of The Fiscal Year 2017-2018 Action Plan Under The Community Development Block Grant (CDBG) Program. The vote was unanimous in favor.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION AND CERTIFICATIONS
The Mayor and Council reviewed the Community Development Block Grant (CDBG) Application and Certifications. On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the submission. The vote was unanimous in favor.

GEORGIA MOUNTAINS HEALTH SERVICES LEASE EXTENSION AGREEMENT
On the motion of Alderman O’Gwin, second Alderman Goodlett, the Mayor and Council agreed to give a 30 day extension on this Agreement until Mayor Mock returns for further discussion. The vote was unanimous in favor.

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

________________________
Bernadette Chattam
City Clerk

________________________
Dennis Mock, Mayor

Recorded
Approved: _________
Posted: _________
ORDINANCE 17-04

To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned “Fire Prevention and Protection” By Striking, Repealing And Deleting Section 54-1 Captioned “Fire Hydrants And Water Mains” In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned “Fire Hydrants And Water Mains”; 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 authority of the same, IT IS HEREBY ORDAINED as follows:

Section 1.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton by striking, repealing and deleting Section 54-1 captioned “Fire hydrants and water mains” and substituting in lieu thereof a new Section 54-31 captioned “Fire hydrants and water mains” which shall read as follows:

Sec. 54-1. - Fire hydrants and water mains.

(a) Requirements for installation of fire hydrants and water mains thereto on property being developed shall be as follows:

(1) Any person from the effective date of the ordinance from which this section derives who constructs or owns any building for industrial or commercial usage, hospital, nursing or medical care home or facility, school or educational building, apartment, condominium, multifamily dwelling or single-family dwelling shall provide for the installation of fire hydrants and water mains thereto on the property being developed in conformity with the remainder of this section and all other applicable laws, regulations, ordinances and codes.

(2) Any person subject to subsection (a)(1) of this section shall submit a development plan showing the location of fire hydrants and water mains thereto with the Board of Water, Light and Sinking Fund Commissioners (Dalton Utilities) for purposes of approval prior to undertaking any construction. A duplicate of this plan shall be submitted to the City Fire Marshal contemporaneously with filing with Dalton Utilities. This plan shall be sufficiently detailed showing by metes and bounds the location of all fire hydrants and water mains thereto; the size and specifications of fire hydrants and water mains thereto; and materials to be used, including but not limited to pipes, valves and fittings. For purposes of all approvals under this subsection, the general manager of Dalton Utilities shall be considered as an authorized agent or delegate of Dalton Utilities. The City Fire Marshal or his designee is authorized to approve hydrant placing and spacing.

(b) Standards for installation of water mains shall be as follows:

(1) Nothing less than an eight-inch water main shall be installed in any area except as follows:
a. A maximum of 300 feet of six-inch water main may be installed on a dead-end street terminating in a permanent cul-de-sac;

b. A six-inch line less than 300 feet in length may be installed for structures built for industrial or commercial use when such main shall serve only one fire hydrant; and

c. A six-inch water main may be installed to connect an existing network of six-inch water mains upon approval of Dalton Utilities.

(2) Dalton Utilities or the City Fire Department may require a larger water main than those specified in subsection (b)(1) of this section where in its judgment conditions warrant a larger water main for needed fire flow or other reasons.

(3) The grade of water pipe to be installed pursuant to this section must be approved by Dalton Utilities. The requirements for approval by Dalton Utilities shall include but shall not be limited to hydrostatic testing and sterilization in accordance with the requirements set forth from time to time by Dalton Utilities.

(c) No person subject to this section shall build, erect or install any sheeting or cover any studs on a job or building site until water mains and fire hydrants thereto shall have been installed, approved by Dalton Utilities and determined to be in an operable condition for firefighting by the City Fire Department.

(d) No part of any building or structure subject to this section shall lie beyond a distance of 300 feet of hose lays from a fire hydrant in any area of development consistent with subsection (e) of this section. Development listed in subsection (g) of this section shall not exceed 500 feet of hose lays from a fire hydrant.

(e) In buildings and structures for industrial and commercial usage, fire hydrants shall be spaced a distance not exceeding 600 feet. For purposes of this subsection, industrial or commercial usage shall include but shall not be limited to motel or hotel use, hospital, nursing or medical care facilities, office space, schools and educational buildings.

(f) In apartment buildings, condominiums and multifamily residential buildings or structures, fire hydrants shall not be spaced a distance exceeding 500 feet.

(g) In areas of single-family residential development, fire hydrants shall be spaced a distance not exceeding 1,000 feet.

(h) Persons subject to this section shall install primary fire hydrants as close to a street intersection as possible, placing intermediate fire hydrants along a street or public right-of-way.

(i) No fire hydrant shall be used for any purpose other than firefighting purposes without the approval of Dalton Utilities. In its discretion Dalton Utilities may determine that a fire hydrant requires metering for purposes of monitoring water flow. If metering is determined to be necessary by Dalton Utilities on any fire hydrant, the person subject to this section shall be liable for all costs of installation of the meter as well as all water costs for any unauthorized use of the fire hydrant.

(j) Valves and fire service connections shall conform to the following:

(1) All valves and fire service connections shall be subject to the approval and standards of Dalton Utilities.
(2) Fire service connections shall not be less than 18 inches or more than 36 inches above the level of the adjoining ground or pavement. Threads of such connections shall be National Standard threads and shall be uniform with that used by the fire department. Fire hydrants shall have a one-inch square operating nut, a minimum six-inch shoe and a safety shear pin designed to prevent abuse or damage to other operating parts.

(3) Fire hydrants shall be buried to a minimum depth of three feet in order to be fully frostproof (series S-frostproof with automatic drain valve) to give positive protection against damage by freezing.

(4) All fire hydrants shall have two 2½-inch hose outlets and one 4½-inch pumper outlet.

(k) Any fire hydrant installed pursuant to this section, wherever installed, shall be considered an extension of the City's public fire protection system, and the City and Dalton Utilities shall have a perpetual easement for purposes of access, maintenance, repair and use thereof.

(l) All fire hydrants installed pursuant to this section shall be serviced and maintained by the person subject to this section, and any perpetual easement for maintenance, repair and use in the City or Dalton Utilities shall not be construed to impose any obligation upon the City and the Dalton Utilities to maintain or service any fire hydrant installed pursuant to this section.

(m) All buildings permitted on the effective date of the ordinance from which this section derives shall be subject only to requirements existing on the date of permitting.

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 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
THIS AGREEMENT is by and between the City of Dalton, Georgia ("Owner") and Astra Group, Inc. ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Haig Mill Lake Park.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Haig Mill Lake Park.

ARTICLE 3 – ARCHITECT/ENGINEER

3.01 The Project has been designed by Barge, Waggoner, Sumner and Cannon, Inc. Barge, Waggoner, Sumner and Cannon, Inc. is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Architect/Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. For the purposes of authority under this Contract, the terms Engineer, Landscape Architect and Architect shall be deemed synonymous with Architect/Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 365 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 390 consecutive calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in
accordance with Article 12 of the General Conditions. The parties also recognize the
delays, expense, and difficulties involved in proving in a legal or arbitration proceeding
the actual loss suffered by Owner if the Work is not completed on time. Accordingly,
instead of requiring any such proof, Owner and Contractor agree that as liquidated
damages for delay (but not as a penalty), Contractor shall pay Owner $750.00 for each
day that expires after the time specified in Paragraph 4.2 above for Substantial
Completion until the Work is substantially complete. After Substantial Completion, if
Contractor shall neglect, refuse, or fail to complete the remaining Work within the
Contract Time or any proper extension thereof granted by Owner, Contractor shall pay
Owner $250.00 for each day that expires after the time specified in Paragraph 4.2
above for completion and readiness for final payment until the Work is completed and
ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract
Documents an amount in current funds equal to the sum of the amounts determined
pursuant to Paragraphs 5.01.A below:

A. For all Work, at the prices stated in Contractor's Proposal, attached hereto as an
exhibit, Base Amount plus Alternates 1, 2, 3 and 4, in the total amount of Three Million
Seven Hundred Seventy-Five Thousand Five Hundred Twenty-Seven and Twenty-
Two Hundredths Dollars ($3,775,527.22).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the
General Conditions. Applications for Payment will be processed by A/E as provided in
the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of
Contractor's Applications for Payment submitted monthly by a day of the month
established at the Pre-Construction Conference. All such payments will be measured
by the schedule of values established as provided in Paragraph 2.07.A of the General
Conditions (and in the case of Unit Price Work based on the number of units
completed) or, in the event there is no schedule of values, as provided in the General
Requirements.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total
payments to Contractor to 100 percent of the Work completed, less such amounts as
A/E shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions
and less 200 percent of A/E's estimate of the value of Work to be completed or
corrected as shown on the tentative list of items to be completed or corrected attached
to the certificate of Substantial Completion.
6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by A/E as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one half percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.2 of the Supplementary Conditions as containing reliable “technical data,” and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.6 of the Supplementary Conditions as containing reliable “technical data.”

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; Information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.1.E above, Contractor does not consider that further examinations, Investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).

2. Pre-Award Oath (one page)

3. Residency Status Affidavit (one page)

4. Performance Bond (pages 1 to 2 inclusive).

5. Payment Bond (pages 1 to 3, inclusive).

6. General Conditions (cover, table of contents and pages 1 to 75, inclusive).

7. Supplementary Conditions (pages 1 to 9, inclusive).


9. Drawings as listed on the Drawing Index.

10. Addenda (numbers 1 to 4, inclusive), and post Proposal submission revisions, incorporated herein.

11. Exhibits to this Agreement (enumerated as follows):

   a. Cost Form (pages 1 to 5 inclusive).

   b. Georgia Security and Immigration Compliance Act Affidavits (pages 1 to 3, inclusive)

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.
B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the procurement process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ day of ________________, 20___, (which is the Effective Date of the Agreement).

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**OWNER:**
CITY OF DALTON, GEORGIA

By: Dennis Mock
Title: mayor

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**CONTRACTOR:**
ASTRA GROUP, INC.

By: [Signature]
Title: President
Andrew Lindsay
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
Title: CFO
George Hertz

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Address for giving notices:
300 West Waugh Street
Dalton, GA 30721

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Address for giving notices:
300 Churchill Court
Woodstock, GA 30188
## HAIG MILL LAKE PARK
### COST FORM

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**Notes:**
- Item numbers refer to specific locations or items on the property.
- Costs are calculated based on estimated quantities and unit costs.
- Revisions are marked for changes or updates.

**Date:** 05/25/2017

**Sheet:** 36237-02
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<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
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<th>ITEM TOTAL</th>
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<td>133</td>
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05/25/2017
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<td>Type C - Pedestrian Directional</td>
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<td>$265,641.28</td>
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**ADDITIVE ALTERNATIVE 3 TOTAL:**

| A3.6     | Site Log                        | LF     | 1000     | $8.23     | $8,230.00  |
| A4.2     | Erosion Control - Sheet Reticulation for Slopes | SY    | 1000     | $0.93     | $930.00    |
| A4.5     | Selective Clearing and Grubbing  | AC     | 1        | $6,734.01 | $6,734.01  |
| A4.6     | Earthwork - Unclassified Excavation | LS    | 1        | $8,806.01 | $8,806.01  |
| A4.7     | Concrete Walk                    | SF     | 5400     | $3.33     | $17,882.00 |
| A4.8     | Retaining Wall - Diamond Pro Wall | SF   | 760      | $3.78     | $2,872.80  |
|          |                                  |        |          |           |            |
| A4.9     | Type C - Pedestrian Directional  | EA     | 2        | $518.00   | $1,036.00  |
| A4.10    | Type 3 - Interpretive Signage    | EA     | 2        | $1,553.99 | $3,107.98  |
| A4.11    | Picnic Shelter Concrete Pads     | EA     | 4        | $1,268.57 | $5,074.28  |
|          |                                  |        |          |           | $87,415.09 |

**ADDITIVE ALTERNATIVE 4 TOTAL:**

| A5.1     | Main Visitor's Center Building  | LS     | 0        | $2,217,184.72| $2,217,184.72|
|          |                                  |        |          |             | Delete      |
|          |                                  |        |          |             | $3,775,227.22| Total: $7,992,411.94|

**ADJUSTED TOTAL WITH VE REV. & TOTAL PROPOSAL, INCLUDING ADDITIVE ALTERNATIVES:**
In accordance with O.C.G.A. §36-91-21(e), we, the undersigned of Astra Group, Inc., being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. §36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such proposals by any means whatever,

- prevented or endeavored to prevent anyone from making a proposal thereof by any means whatever, nor

- caused or induced another to withdraw a proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the proposal for and procurement of this Contract.

[Signature]
Andrew Lindsay
President
6/30/17

My Commission Expires: 5/15/18

(Notary Public)

END OF SECTION
Renee C Latham
NOTARY PUBLIC
Cherokee County, GEORGIA
Affidavit Verifying Residency Status of an Applicant as Required by
The Georgia Security and Immigration Compliance Act

By executing this affidavit under oath, as an applicant for a City of Dalton, Georgia contract, or
other public benefit as referenced in the Georgia Security and Immigration Compliance Act
(O.C.G.A. § 50-36-1), I am stating the following with respect to my application and award for a
contract with the City of Dalton, Georgia.

X I am a United States citizen

OR

I am a legal permanent resident 18 years of age or older or I am an
otherwise qualified alien or non-immigrant under the Federal Immigration
and Nationality Act 18 years of age or older and lawfully present in the
United States.*

Attach a copy of the document verifying your status (front and back) to this Affidavit.

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Andrew Lindsay
Printed Name

*Alien registration number for non-citizens

Applying on Behalf of/Name of Associated Business

SUBSCRIBED AND SWORN BEFORE ME
ON THIS 30 DAY OF June, 2017

Renee C Latham
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires:

*Note: O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and nationality
Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal
permanent residents are included in the federal definition of "alien", legal permanent residents
must also provide their alien registration number.

END OF SECTION
CONTRACTOR (name and address):  
Astra Group, Inc.  
300 Churchill Court  
Woodstock, GA 30188

SURETY (name and address of principal place of business):  
Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300,  
Jersey City, NJ 07311-1107

OWNER:  
City of Dalton, Georgia  
300 West Waugh Street  
Dalton, GA 30720  
Arch Insurance Company  
300 Plaza Three  
Jersey City, NJ 07311

CONSTRUCTION CONTRACT  
Effective Date of the Agreement:  
Amount: $3,775,527.22  
Description: Haig Mill Lake Park

BOND  
Bond Number: SU 1145373  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):  
Amount: $3,775,527.22

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  
Astra Group, Inc.  
By:  
Signature  
Andrew Lindsay  
Print Name  
President  
Title  
Attest:  
Signature  
CFO  
Title

SURETY  
Arch Insurance Company  
By:  
Signature (attach power of attorney)  
Marvala Erinkitola  
Print Name  
Attorney-In-Fact  
Title  
Attest:  
Signature  
Melissa Potts, Attorney-In-Fact  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
CONTRACTOR (name and address):
Astra Group, Inc.
300 Churchill Court
Woodstock, GA 30188

SURETY (name and address of principal place of business):
Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300,
Jersey City, NJ 07311-1107

OWNER (name and address):
City of Dalton, Georgia
300 W. Waugh Street
Dalton, GA 30720

Arch Insurance Company
300 Plaza Three
Jersey City, NJ 07311

CONSTRUCTION CONTRACT
Effective Date of the Agreement: ____________________________
Amount: $3,775,527.22
Description: Haig Mill Lake Park

BOND
Bond Number: SU 1145373
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): ____________________________
Amount: $3,775,527.22

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Astra Group, Inc.

By: ____________________________

Signature

Print Name: Andrew Lindsay

Title: President

Attest: ____________________________

Signature

SURETY
Arch Insurance Company

By: ____________________________

Signature (attach power of attorney)

Print Name: Marvala Erinkitola

Title: Attorney-In-Fact

Attest: ____________________________

Signature

Title: Melissa Potts, Attorney-In-Fact

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
CITY OF DALTON, GEORGIA

THE CITY OF DALTON
"THE CARPET CAPITAL OF THE WORLD"

CONTRACT DOCUMENTS
For
PROJECT:
2017 LMIG MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2017-LMIG

CITY OF DALTON PUBLIC WORKS DEPARTMENT
PO BOX 1205
DALTON, GEORGIA 30722
CONTRACT

THIS AGREEMENT made this the ___ 7 ____ day of ________ August ______, 2017, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and ______ Bartow Paving Company, Inc. ________________________________
a contractor doing business as an individual, a partnership, or a corporation* of the City
of ____ Cartersville ____ , County of ____ Bartow _____, and State of ___ Georgia ___
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby
agrees to commence and complete the construction of the project entitled:

2017 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2017-LMIG

hereinafter called the "Project", for the sum of __________ $1,274,265.72

Dollars (one million two hundred seventy four thousand two hundred sixty five dollars and
seventy two cents) and all extra work in connection therewith, under the terms as stated
in the Contract Documents, and at his (its or their) own proper cost and expense to furnish
all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance
and other accessories and services necessary to complete the said project in accordance
with the conditions and prices stated in the proposal, the General Conditions of the
Contract, the specifications and contract documents therefore as prepared by the Owner
and as enumerated in Paragraph 2 of the General Conditions, all of which are made a
part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project within 120 consecutive calendar days thereafter as stipulated in the
specifications. The Contractor further agrees to pay as liquidated damages the sum of
$300.00 for each consecutive calendar day thereafter as hereinafter provided in the
General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.
The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

______________________________
City Clerk

______________________________
Witness

ATTEST:

______________________________
Secretary

______________________________
Witness

CITY OF DALTON, GEORGIA

By: ___________________________ SEAL

______________________________
Mayor

______________________________
Title

Bartow Paving Company, Inc.

By: ___________________________ SEAL

______________________________
President

______________________________
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.

0200-17
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

149803  11/03/2009

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

(Contractor Name)

SR. ESTIMATOR

Title of Authorized Officer or Agent of Contractor

BRIAN BULLOCK

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF JULY, 2017

Notary Public
My Commission Expires: 11/05/20

LANDIS S. CARNES
Notary Public, Barrow County, GA

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
<table>
<thead>
<tr>
<th>No.</th>
<th>Road Name</th>
<th>Beginning</th>
<th>Ending</th>
<th>Total Length (Miles)</th>
<th>Street Width</th>
<th>Milling Required? (Approx SY)</th>
<th>Required Asphalt Topping Mix Design Code (Approx TN)</th>
<th>Required Asphalt Topping Spread Rate</th>
<th>Thermoplastic Striping?</th>
<th>RPMG?</th>
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<tbody>
<tr>
<td>1</td>
<td>Burleyson Road</td>
<td>N. Thornton Ave</td>
<td>Broadkirk Drive</td>
<td>0.156</td>
<td>+/-8.5' Wide Asphalt Surface</td>
<td>Yes (3500); 2.5' full depth entire width</td>
<td>402-8102 (280)</td>
<td>165 lbs/square yard</td>
<td>Arrow, Word, Stop Bars, Crosswalk, Centerline, Lane Line</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Capps Street</td>
<td>Waugh St</td>
<td>Vernon Ave</td>
<td>0.237</td>
<td>+/-33.5' Wide Asphalt Surface</td>
<td>Yes (3570); 3.5' full depth entire width</td>
<td>402-8101 (170)</td>
<td>165 lbs/square yard</td>
<td>Arrow, Word, Stop Bars, Centerline, Lane Line</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Goolsburn St</td>
<td>Underwood St</td>
<td>Dead End</td>
<td>0.155</td>
<td>+/-26' Wide Asphalt Surface</td>
<td>Yes (3370); Mill 1&quot; @ gutter line to 0&quot; @ Centerline</td>
<td>402-8100 (200)</td>
<td>165 lbs/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Colorado Drive</td>
<td>Frazier Drive</td>
<td>Veterans Drive</td>
<td>0.231</td>
<td>+/-20' 4' Wide Asphalt Surface</td>
<td>Yes (3575); 2.5' @ gutter line to 0&quot; @ Centerline</td>
<td>402-8101 (290)</td>
<td>165 lbs/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Delaware Drive</td>
<td>Frazier Drive</td>
<td>Veterans Drive</td>
<td>0.227</td>
<td>+/-26' Wide Asphalt Surface</td>
<td>Yes (3570); Mill 1.5&quot; at gutter line to 0&quot; @ Centerline</td>
<td>402-8100 (290)</td>
<td>165 lbs/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Factory St</td>
<td>Moore St</td>
<td>Dead End</td>
<td>0.415</td>
<td>+/-18' Wide Asphalt Surface</td>
<td>Yes (5460); 1.75&quot; full depth entire width</td>
<td>402-8100 (885)</td>
<td>165 lbs/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Hegen St</td>
<td>Glenwood Ave</td>
<td>Spencer St</td>
<td>0.063</td>
<td>+/-24.5' Wide Asphalt Surface</td>
<td>Yes (525); 2.5' full depth entire width</td>
<td>402-8100 (70)</td>
<td>165 lbs/square yard</td>
<td>Words, Stop Bars</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Hegen St</td>
<td>Green St</td>
<td>Spencer St</td>
<td>0.051</td>
<td>+/-27.5' Wide Asphalt Surface</td>
<td>Yes (525); 2.5' full depth entire width</td>
<td>402-8100 (70)</td>
<td>165 lbs/square yard</td>
<td>Words, Stop Bars</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>McGhee Drive</td>
<td>Walnut Ave</td>
<td>E. Morris St</td>
<td>0.284</td>
<td>+/-12' Wide Asphalt Surface</td>
<td>Yes (4500); 1&quot; @ gutter line to 0&quot; @ Centerline</td>
<td>402-8100 (380)</td>
<td>165 lbs/square yard</td>
<td>Arrow, Stop Bars, vsing, Centerline, Lane Line</td>
<td>Yes</td>
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<tr>
<td>10</td>
<td>S. Hamilton Ext</td>
<td>Bridgland Rd</td>
<td>Callahan Rd</td>
<td>0.715</td>
<td>+/-90' Wide Asphalt Surface</td>
<td>No</td>
<td>402-8136 (1040)</td>
<td>165 lbs/square yard</td>
<td>Words, Stop Bar, Centerline, Edgelines</td>
<td>Yes</td>
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<tr>
<td>11</td>
<td>School St</td>
<td>Jones St</td>
<td>Capps Street</td>
<td>0.239</td>
<td>+/-26' Wide Asphalt Surface</td>
<td>Yes (3640); 1.5' full depth entire width</td>
<td>402-8101 (305)</td>
<td>165 lbs/square yard</td>
<td>Words, Stop Bar</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Shewalter Ave</td>
<td>Riverbend Dr</td>
<td>Dead End</td>
<td>0.196</td>
<td>+/-29.5' Wide Asphalt Surface</td>
<td>Yes (5985); 1.5' full depth entire width</td>
<td>402-8103 (280)</td>
<td>165 lbs/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>No.</td>
<td>Road Name</td>
<td>Beginning</td>
<td>Ending</td>
<td>Total Length (Miles)</td>
<td>Street Width</td>
<td>Milling Required? (Approx SY)</td>
<td>Required Asphalt Topping Mile Design Code (Approx TN)</td>
<td>Required Asphalt Topping Spread Rate</td>
<td>Thermoplastic Stripping?</td>
<td>BMP57</td>
</tr>
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</tr>
<tr>
<td>13</td>
<td>Spencer Street</td>
<td>Hawthorne Street</td>
<td>Tyler Street</td>
<td>0.246</td>
<td>+/- 28.5 Wide Asphalt Surface</td>
<td>Yes (6120); 1.5” full depth entire width</td>
<td>402-9101 (340)</td>
<td>165 lb/square yard</td>
<td>Words, Stop Bars</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Sycamore Circle</td>
<td>Woodpark Drive</td>
<td>Woodpark Drive</td>
<td>0.254</td>
<td>+/- 20&quot; Wide Asphalt Surface</td>
<td>Yes (8570); 1.5” full depth entire width</td>
<td>402-9100 (295)</td>
<td>165 lb/square yard</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>Dog Gap Road</td>
<td>Walnut Avenue</td>
<td>Interaction @ Threadmill Road/W. Dog Gap Mtn. Road</td>
<td>1.442</td>
<td>+/- 24-48&quot; Wide Asphalt Surface</td>
<td>Yes (24000); Outside Lanes 1.5” at gutterline to 0” @ lane line; all decal lanes and side streets 1.5” full depth; 100’ bus joints at begin and end termini</td>
<td>402-9130 (2310)</td>
<td>165 lb/square yard</td>
<td>Arrows, Words, Stop Bars, Lane Lines, Centerline, TWLTL, Skip Lines, Yellow Island</td>
<td>Yes</td>
</tr>
<tr>
<td>16</td>
<td>E. Morris Street</td>
<td>Walnut Avenue</td>
<td>5th Avenue/Fields Avenue</td>
<td>1.393</td>
<td>+/- 24-48&quot; Wide Asphalt Surface</td>
<td>Yes (40305); 1.5” full depth entire width; all decal lanes and side streets 1.5” full depth; 100’ bus joints at begin and end termini</td>
<td>402-9130 (1925)</td>
<td>165 lb/square yard</td>
<td>Arrows, Stop Bars, TWLTL, Edgeline, Skip Lines</td>
<td>Yes</td>
</tr>
<tr>
<td>17</td>
<td>Maiden Lane</td>
<td>Tyler Street</td>
<td>Hawthorne Street</td>
<td>0.253</td>
<td>+/- 22&quot; Wide Asphalt Surface</td>
<td>No</td>
<td>402-9100 (270)</td>
<td>165 lb/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>Bolero Street</td>
<td>Showalter Ave</td>
<td>Martile Lane</td>
<td>0.061</td>
<td>+/- 20&quot; Wide Asphalt Surface</td>
<td>No</td>
<td>402-9100 (75)</td>
<td>165 lb/square yard</td>
<td>Stop Bar Only</td>
<td>No</td>
</tr>
</tbody>
</table>

Total = 8.518

Blue Shading Represents Streets Included in GDOT LMIG 2017 Project Report
LEASE AGREEMENT

Georgia, Whitfield County

THIS LEASE AGREEMENT ("this Lease") made and entered into this the 8th day of August, 2017, by and between the City of Dalton, Georgia (the "Lessor"), and the Georgia Mountains Health Services, Inc., a Georgia non-profit corporation, (the "Lessee").

WITNESSETH:

1. PREMISES. Lessor, for the consideration of the rents, covenants, agreements and stipulations herein contained to be kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to hire from Lessor, at the rent and upon the conditions herein set forth, the premises located within the Mack Gaston Community Center at 218 N. Fredrick Street, Dalton, Georgia (the "Building") as more particularly described as the crosshatched areas shown on drawings attached hereto as Exhibit "A," and incorporated herein by reference, together with all appurtenances thereto (the "Premises"), including the non-exclusive use of the parking lot, the common areas (excluding recreational areas) and the trash dumpster provided by the Lessor. Lessee's use of the parking lot and common areas is limited to the uses available to the public in general. Lessee accepts the Premises, its HVAC, electrical, plumbing and all other systems "as-is".

2. PURPOSE. The Premises shall be used and occupied by Lessee in connection with the Lessee's operation of its primary care clinic to provide affordable health care to the community and for no other purposes.

3. TERM. The term of this Lease shall commence on August 8, 2017 and terminate on July 31, 2018 at midnight, unless sooner terminated by a breach of the terms and conditions of this Lease by Lessee, or by abandonment of the Premises by Lessee. Lessee shall surrender the Premises to Lessor immediately upon the termination of the lease term. If Lessee desires to extend this Lease for an additional one year term, it shall give written notice to Lessor of its desire to extend no later than one hundred eighty days (180) days prior the expiration of the original Lease term, Lessor shall have the right to refuse to extend this Lease provided Lessor give Lessee written notice that it will not extend this Lease no later than sixty (60) days prior the expiration of the original Lease term. If Lessor fails to give timely notice of its decision to not extend this Lease, then this Lease shall automatically extend for an additional year.

4. RENT. Lessee agrees to pay Lessor as rental for the use of the above described Premises the sum of $1.00 per year.

5. ADDITIONAL RENT. Lessee agrees to pay as rent, in addition to the minimum rental reserved in Paragraph 4 hereinabove, the following:

5.1. Any and all sums which may became due by reason of the failure of Lessee to comply with all covenants of this Lease, Lessee agreeing to pay any and all damages, costs or
expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this Lease; and any and all damages to the Premises caused by any intentional or negligent act of neglect of Lessee or Lessee's agents or invitees.

6. **LESSEE’S RIGHT TO ALTER AND IMPROVE.** Lessee shall have no right to alter or improve the Premises without the prior written consent of the Lessor. Upon termination of this Lease, any such permitted improvements shall be the property of Lessor.

7. **GOOD TITLE.** Lessor warrants that it has fee simple title to the Premises.

8. **AFFIRMATIVE COVENANTS AND RESPONSIBILITIES OF LESSEE.** Lessee covenants and agrees that Lessee will, without demand:

8.1 Keep the Premises reasonably clean and free from all rubbish, dirt and other matter;

8.2 Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Lessee to or for Lessee’s use of the Premises and save Lessor harmless from penalties, fines, costs or damages resulting from the failure to do so;

8.3 Give to Lessor prompt HIPAA compliant written notice of any accident involving persons other than agents or employees of Lessee, fire or damage occurring on or to the Premises;

8.4 At the termination of this Lease, remove any signs, improvements of a non-permanent nature, projections or devices placed upon the Premises at or prior to the expiration of this Lease. In case of breach of this covenant, in addition to all other remedies given to Lessor in case of breach of any condition or covenant of this Lease, Lessor shall have the privilege of removing said improvements, signs, projections, or devices and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor;

8.5 Establish, publish and maintain operating hours that are properly staffed to adequately provide medical care to anticipated patient loads. At a minimum Lessee shall be open to treat patients five (5) consecutive days a week between the hours of 9:00 a.m. and 5:00 p.m. Lessee shall give Lessor's Director of Human Relations reasonable prior notice in the event Lessee will not be able to remain open during its minimum hours of operation.

8.6 Indemnify Lessor against all expenses, liabilities and claims of any kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

(A) A failure by Lessee to perform any of the terms or conditions of this Lease;

(B) Any injury or damage happening on or about the demised Premises;
(C) Failure to comply with any law of any governmental authority; or

(D) Any mechanic's lien or security interest filed against the Premises as a result of any actions or conduct of Lessee at or with respect to the Premises.

8.6 Each month provide Lessor with the number of patients receiving health services from Lessee on the Premises during the previous, including the number of Medicare patients and the number of Medicaid patients receiving health services.

8.7 At the expiration of the lease term, surrender the Premises in as good condition and repair as the same shall be at the time possession thereof is taken by Lessee.

9. **NEGATIVE COVENANTS OF LESSEE.** Lessee covenants and agrees that it will do none of the following things without the prior written consent Lessor:

9.1 Occupy the Premises in any other manner or for any other purpose than as set forth herein;

9.2 Assign, mortgage or pledge this Lease;

9.3 Sublease the Premises.

10. **ADDITIONAL COVENANTS.**

10.1 Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

10.2 It is hereby covenanted and agreed by and between the parties that any law, usage or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and further, that the failure of Lessor at any time or times to enforce Lessor's right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions or covenants of this Lease, or as having in any way or manner modified the same.

10.3 Lessee agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof, in an amount periodically adjusted to conform with the then current standard business practices for comparable business operations but in no case less than $1,000,000 in combined single limit coverage for bodily injury or death, personal injury and property damage. Lessee shall carry Lessor as an additional named insured on said policy. Lessee shall provide Lessor with copies or evidence of such insurance coverage prior to the commencement date of the Lease.
10.4 Lessee agrees that all personal property of whatever kind it may be at any time in the Premises or in the building containing the Premises shall be at Lessee's sole risk or at the risk of those claiming through Lessee and that Lessor shall not be liable for any damage to or loss of such personal property except if arising from or caused by the gross negligence of Lessor.

11. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute Events of Default:

11.1 Failure of Lessee to maintain operating hours or staffing as provided in Section 8.5 above.

11.2 Failure of Lessee to maintain its non-profit status or its status as a Federally Qualified Health Center or as a FTCA deemed provider of medical services;

11.3 Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against Lessee, such petition is not dismissed within thirty (30) days after the date of such filing;

11.4 Lessee becomes insolvent or transfers property in fraud of creditors;

11.5 Lessee makes an assignment for the benefit of creditors;

11.6 A receiver is appointed for any of the Lessee's assets; or

11.7 Lessee breaches or fails to comply with any term, provision, condition or covenant of this Lease.

12. REMEDIES. Upon the occurrence of an Event of Default, other than a default under Section 11.1 which shall have no grace period, which is not cured by Lessee within thirty (30) days after written notice by Lessor of such default, Lessor may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease:

12.1 Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy Lessor may have either by law or by this Lease, enter upon the Premises and expel or remove Lessee and Lessor's personal property with or without force and without being liable to Lessee in any manner whatsoever for damages therefore; or
12.2 Lessor may enter the Premises and remove the Lessee and its personal property, by force if necessary, without being liable in any manner whatsoever for such acts, and may re-let the Premises as the agent and receive such rent therefore.

13. REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given by law or in equity to Lessor shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time of which under the terms hereof would in the future become due as if there had been no termination, or for any and all sums due at the time, or which under the terms hereof would in the future become due as if there had been no termination, nor shall bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of Lessor's right to obtain possession of the Premises.

14. LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibit attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Lessor, or Lessor's agents, and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

15. PARTIES BOUND. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of said parties, and the word "Lessee" shall be deemed to and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as herein provided.

16. NOTICES.

16.1 Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Lessee:
Georgia Mountains Health Services, Inc.
Attention: Steven Miracle
P.O. Box 540
Morganton, GA 30560
To Lessor:
City of Dalton
Attention: Mayor
300 W. Waugh Street
Dalton, GA 30720

Such addresses may be changed from time to time by either party by notice to the other.

16.2 Lessee hereby designates and appoints as its agent to receive notice of all dispossessionary or distraint proceedings the person in charge of or occupying the Premises at the time such notice is given, or, if there is no such person, then such service of notice may be made by attaching it on the main entrance of the Premises.

17. HOLDING OVER In no event shall there be any renewal of this Lease by operation of law, and if Lessee remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a hold-over tenant (or a tenant at sufferance). Lessor shall have the option to 1) terminate this Lease by written notice to Lessee or 2) without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.

18. NO ESTATE IN LAND. This Lease creates the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

19. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Lessor may terminate this Lease.

20. CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

21. SUCCESSORS AND ASSIGNS. The provisions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and permitted assigns.

22. STATE LAW. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.
23. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease.

24. **EXECUTION.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and shall be admissible into evidence or used for any purpose without the production of the other counterparts.

25. **DAMAGE TO PREMISES.** If the Premises is damaged by storm, fire, lightning, earthquake or other casualty Lessor shall incur no liability to Lessee and shall have no obligation to restore the Premises to substantially the same condition as before such damage. Lessee shall have the option to terminate this Lease if Lessor elects not to repair such damage.

**IN WITNESS WHEREOF,** the parties hereto have executed these presents the day and year first above written.

---

**LESSOR:**

The City of Dalton, Georgia

By: ________________________

Mayor

---

**LESSEE:**

Georgia Mountains Health Services, Inc.

By: ________________________

President

---

Attest:

_________________________

City Clerk

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-7-
RESOLUTION 17-10

A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NONISSUANCE OF CITY OF DALTON, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $50,650,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (A) ACQUIRE, CONSTRUCT, INSTALL AND EQUIP CERTAIN CAPITAL PROJECTS FOR DALTON PUBLIC SCHOOLS, (B) PAY CAPITALIZED INTEREST ON THE BONDS ISSUED TO FUND SUCH PROJECTS, AND (C) PAY ALL EXPENSES INCLUDING TO ACCOMPLISH THE FOREGOING; TO PROVIDE FOR THE DATE AND THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH BONDS SHALL BEAR AND THE SCHEDULE OF MATURITIES OF SAID BOND ISSUE; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BOND ISSUE, IF SO AUTHORIZED; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Mayor and Council of the City of Dalton, Georgia (the "Governing Body"), is charged with the duties of contracting debts and managing the affairs of the City of Dalton, Georgia (the "City"), and the City of Dalton Board of Education has determined that there is a need for the City to acquire land for school purposes, to acquire, construct, install and equip a new secondary school building and facilities, to acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, to acquire school equipment, including, but not limited to, safety and security equipment, and to acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools (collectively, the "Projects"); and

WHEREAS, it appears that $50,650,000 may be required to accomplish said purpose; and

WHEREAS, it appears to the City of Dalton Board of Education that the most feasible method of obtaining such funds is through the issuance and sale of City of Dalton, Georgia General Obligation Bonds pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it is the judgment of the City of Dalton Board of Education that general obligation bonds should be issued for the above stated purpose in the aggregate principal amount of up to $50,650,000, said bonds to be dated as of their date of issuance, to be in the denomination of $5,000 each or any integral multiple thereof, bearing interest from such date, payable semiannually on the first days of February and August in each year, commencing February 1, 2018 or the next February 1 or August 1 following their date of issuance, at an interest rate or rates not to exceed 5.50% per annum, until paid, and maturing (serially or, at the option of the Governing Body, by mandatory sinking fund redemption) on the first day of February in the years and amounts, as follows:
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WHEREAS, it is necessary to submit to the qualified voters of the City of Dalton, Georgia the question of whether or not said general obligation bonds shall be issued; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, Georgia, and IT IS HEREBY RESOLVED by authority of the same as follows:

1. There is hereby called to be held in the voting precincts in said City on the 7th day of November, 2017, an election for the purpose of submitting to the qualified voters of said City the question of issuing the City of Dalton, Georgia General Obligation Bonds in the aggregate principal amount of up to $50,650,000 to be incurred for the purpose of acquiring, constructing and equipping the Projects; capitalizing interest on the bonds issued to fund such Projects; and paying all expenses incident to accomplishing the foregoing.

2. The ballots to be used in said election shall have written or printed thereon substantially the following:
YES

NO

"Shall the City of Dalton, Georgia issue general obligation bonds in the principal amount of up to $50,650,000 for the purposes of providing funds to: (i) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools; (ii) capitalize interest on the bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?"

3. The date of such election shall be and is hereby set for November 7, 2017, and the polls of the voting precinct of the City of Dalton, Georgia shall open at 7:00 a.m., and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of said election shall be made to the Governing Body and to the Whitfield County Board of Elections and Registration (the "Election Superintendent"), who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and then declare the result of said election in the manner required by law.

4. The Clerk of the City of Dalton, Georgia shall be and is hereby authorized and instructed to join with the Election Superintendent in publishing the notice of said election as required by law in the newspaper in which Sheriff's advertisements for Whitfield County are published once a week for five weeks immediately preceding the date of the election and such notice shall be in substantially the form attached hereto as Exhibit "A".

5. Prior to the date of the election authorized herein, there shall be appointed proper election managers and clerks to supervise and hold said election and to make returns of said election to the Governing Body and to the Election Superintendent, who shall, in the presence of and together with the several managers of the polls who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

6. Should said bonds be authorized by the requisite number of qualified voters, the Governing Body shall levy, a tax upon all property subject to taxation for general obligation bond purposes within the territory constituting said city in sufficient amount to pay the principal of and interest on said bonds at their respective maturities.
7. The Clerk of the City of Dalton, Georgia is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent call the election.

8. In accordance with the provisions of Code Section 36-82-4.1 of the Official Code of Georgia Annotated, as amended, any brochures, listings or other advertisements approved by the Governing Body pursuant to a resolution duly adopted by said Governing Body shall be deemed to be a statement of intention concerning the use of the bond funds in accordance, or substantially in accordance, with the aforesaid purpose, and reference to same shall be contained in the legal advertisement of the bond election.

9. This Resolution shall take effect immediately upon its adoption.

This 7th day of August, 2017.

CITY OF DALTON, GEORGIA

By: ____________________________
Mayor

(SEAL)

Attest: __________________________
Clerk
NOTICE IS HEREBY GIVEN that on the 7th day of November, 2017, an election will be held at the regular polling place in the election districts of the City of Dalton, Georgia, at which time there will be submitted to the qualified voters of the City of Dalton, Georgia for their determination the question of whether or not general obligation bonds in the aggregate principal amount of up to $50,650,000 shall be issued by the City of Dalton, Georgia for the purpose of providing funds to (a) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools (collectively, the “Projects”), (b) capitalize interest on the bonds issued to fund such Projects, (c) pay all expenses incident to accomplishing the foregoing. Said bonds, if so authorized, shall be dated as of their date of issuance, shall be in the denomination of $5,000 each or integral multiples thereof, shall be numbered from R-1 upwards in accordance with their issuance as shown by the registration books kept with respect to such bonds, shall bear interest payable semiannually on the first days of February and August in each year, commencing February 1, 2018 or the next February 1 or August 1 following their date of issuance, at a rate or rates not to exceed 5.50% per annum, until paid, and shall mature (serially or, at the option of the Governing Body, by mandatory sinking fund redemption) on the first day of February, in the years and principal amounts, as follows:

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The principal and interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank which will be designated prior to the issuance of said bonds. The bonds shall be subject to prepayment and redemption as determined by the Mayor and Council of the City of Dalton, Georgia (the “Governing Body”).

The ballots to be used at said election shall have written or printed thereon substantially the following:

( ) YES

( ) NO

“Shall the City of Dalton, Georgia issue general obligation bonds in the principal amount of up to $50,650,000 for the purposes of providing funds to: (i) acquire land for school purposes, acquire, construct, install and equip a new secondary school building and facilities, acquire new technology, to be used at educational and administrative facilities, including, but not limited to, classroom technology infrastructure, computers, laptops, tablets and mobile devices for students and staff, servers, wiring, wireless antennas, displays and other technology upgrades with necessary hardware, software, and programs, acquire school equipment, including, but not limited to, safety and security equipment, and acquire any other property, both real and personal, necessary or desirable therefor, for Dalton Public Schools; (ii) capitalize interest on the bonds; and (iii) pay of all expenses incident to accomplishing the foregoing?”

The several places for holding said election shall be at the regular and established voting precinct of the election districts of the City of Dalton, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be October 10, 2017, through 5:00 p.m.
Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds, any such statement of intention shall be binding on the Governing Body in the expenditure of any such bond funds or interest earned thereon, unless the Governing Body uses such bond proceeds for the retirement of bonded indebtedness.

Those residents of the City of Dalton, Georgia qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Mayor and Council of the City of Dalton, Georgia, adopted August 7, 2017, and an order of the Whitfield County Board of Elections and Registration, adopted on August ___, 2017.

__________________________
Mayor, City of Dalton, Georgia

__________________________
Chair, Whitfield County Board of Elections and Registration
CLERK’S CERTIFICATE

The undersigned Clerk of the City of Dalton, Georgia (the “City”) DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City, at a meeting open to the public which was duly called and assembled on the 7th day of August, 2017, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the Mayor and Council of the City which is in my custody and control.

WITNESS my hand this 7th day of August, 2017.

________________________________________
Clerk
RESOLUTION OF THE WHITFIELD COUNTY BOARD OF ELECTIONS AND REGISTRATION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF DALTON, GEORGIA GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $50,650,000:

WHEREAS, the Mayor and Council of the City of Dalton, Georgia (the “Governing Body”) has furnished the Whitfield County Board of Elections and Registration (the “Election Superintendent”) with a certified copy of its resolution (the “City Resolution”) calling an election to determine whether up to $50,650,000 in aggregate principal amount of the City of Dalton, Georgia General Obligation Bonds shall be issued for the purposes set forth in the City Resolution, and has requested that the Election Superintendent join the Governing Body in the call of the election for such questions on November 7, 2017; and

NOW, THEREFORE, BE IT RESOLVED that there be and there is hereby called to be held in all the voting precincts in the City of Dalton, Georgia on the 7th day of November, 2017, an election by the qualified voters of said city to determine whether up to $50,650,000 in aggregate principal amount of City of Dalton, Georgia General Obligation Bonds, shall be issued, for the purposes set forth in the City Resolution.

BE IT FURTHER RESOLVED that such election be conducted pursuant to the applicable laws of the State of Georgia, that managers and election officials for all voting precincts be appointed and that election returns be consolidated in the presence of the Election Superintendent, and that the result be declared, all as is provided by law.

Adopted and approved this ____ day of August, 2017.

WHITFIELD COUNTY BOARD OF ELECTIONS AND REGISTRATION

________________________________________
Chair

Attest:

________________________________________
Secretary
RESOLUTION 17-12

ENDORSEMENT OF DOWNTOWN DEVELOPMENT REVOLVING
LOAN FUND APPLICATION OF BROWN DOG PROPERTIES, LLC

WHEREAS, the Georgia Department of Community Affairs’ Downtown Development Revolving Loan Fund (DDRLF) Program is designed to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas;

WHEREAS, Brown Dog Properties, LLC plans to renovate certain real property and improvements located at 109 West Morris Street in Downtown Dalton;

WHEREAS, upon completion of the project the renovated property will serve as commercial offices;

WHEREAS, the City has determined that the project will promote downtown development for the public good in the City; and

WHEREAS, in order to help Brown Dog Properties, LLC finance the project, the Downtown Dalton Development Authority will apply for a Downtown Development Revolving Loan Fund Loan from the Department of Community Affairs (DCA); and

WHEREAS, DCA requires evidence of municipal support for all projects that are the subject of a DDRLF application submitted by a downtown development authority.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF DALTON, GEORGIA that the City of Dalton endorses the submission of the DDRLF application by the Downtown Dalton Development Authority for the downtown project at 109 West Morris Street on behalf of Brown Dog Properties, LLC and agrees to be supportive of the development of the project.

SO RESOLVED, this ___ day of August, 2017.

CITY OF DALTON, GEORGIA

Attest:

By: _____________________________
   Dennis Mock
   Mayor

City Clerk
Ordinance 17-05

To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); 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 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Streets, Sidewalks and Other Public Places, by striking, deleting and repealing the first sentence of Subsection 98-47(e) in its entirety and substituting in lieu thereof a new first sentence of Subsection 98-47(e) which shall read as follows:

(e) In any of these circumstances except (b) and (d) above, the following procedure shall be followed:

Section 2.

Amend Chapter 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned “Streets, Sidewalks and Other Public Places, by the addition of a new Subsection 98-47(f) which shall read as follows:

(f) If the change of a street name, or any portion thereof, is necessitated by Subsection 98-47(b) or Subsection 98-47(d) above, the following procedure shall be followed:

(1) The property owner or owners abutting the street or portion thereof proposed to be renamed shall be contacted in writing, using the tax assessor’s information to identify ownership. The notice shall advise the property owners of the new name, the date the change will take effect and the reason for the change.
(2) Notification of the name change shall be sent to the parties listed in Subsection 98-47(e)(7) by the fire department or his designee.

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
ORDINANCE 17-06

To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Offenses And Miscellaneous Provisions”; To Amend Article IV Captioned “Offenses Against Public Order And Safety” To Add a New Division 7 Captioned “Aggressive Panhandling”; 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 74 of the 2001 Revised Code of the City of Dalton, Georgia, captioned “Offenses and Miscellaneous Provisions” by adding a new Division 7 captioned “Aggressive Panhandling” which shall read as follows:

Division 7. Aggressive Panhandling

Sec. 74-193. Offense. It shall be an offense against the city, the good order, peace and tranquility thereof, and an affront to public safety and the well-being of its citizens, for any person to engage in "aggressive panhandling", as defined in this section.

Sec. 74-194. Definitions. As used in this ordinance, the following definitions shall apply:

(a) Panhandling shall mean any solicitation made in person upon a street, public way, public place including any park or plaza, or on public or private property open to the public for general business use in which a person solicits an immediate donation of money, gratuity, or other thing of value from another person, and includes but is not limited to seeking donations of cash.

(b) Aggressive panhandling shall mean panhandling in an aggressive manner, including any of the following actions:

(i) Panhandling while at any time before, during, or after the solicitation physically touching the solicited person without the solicited person's express prior consent, so as to create fear or apprehension of bodily harm by the solicited person;

(ii) Panhandling a person while such person is standing in line or waiting to be admitted to a general business establishment, show, or event; while waiting in a parked motor vehicle; or while occupying a standing motor vehicle, either in stopped or standing traffic on a roadway or in a drive-thru line at a general business establishment;

(iii) Panhandling by intentionally and physically obstructing the path of the solicited person or blocking entry by the solicited person to any building or vehicle;
(iv) Panhandling while intentionally following behind, alongside, or ahead of the solicited person who walks away from the panhandler to avoid being solicited;

(v) Panhandling while using profanity or abusive language either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communicative action that would cause a reasonable person to be fearful for his safety or intimidated not to make a donation;

(vi) Panhandling in a group of two or more persons; or

(vii) Panhandling between the hours of 11:00 o'clock p.m. and 6:00 o'clock a.m.

(c) General business use shall include all commercial, retail, industrial, educational and governmental buildings, structures, and uses to which the general public has access, and any related parking lots and areas common thereto.

Sec. 74-195. Permitted conduct. The following shall not constitute panhandling or aggressive panhandling:

(a) Solicitations seeking a contribution or donation to be paid at a future date and time shall not constitute panhandling.

(b) The act of passively standing or sitting with a sign indicating a donation will be accepted, and which may or may not be accompanied by the selling of an item of little to no monetary value, unless within 25 feet of a business entrance or an automated teller machine;

(c) The performing of music, singing and/or similar street performance, commonly known as "busking", with a sign or other indication that a donation will be accepted; and

(d) The sale of goods or merchandise, including food and drinks, by a vendor during a sanctioned street festival or similar event.

Sec. 74-196. Government Interest. To the extent this section may create a content-based limitation on free speech, it is the position of the city, as found by its mayor and council in enacting this section, that the interest of public safety of its citizens outweighs any unintended intrusion on a person's freedom of speech; such governmental interest is deemed compelling. It is the intent of the city to enforce this section in an identical and uniform manner against all violators, and that no person be treated less favorably on account of race, color, creed, religion, gender, domestic relationship, familial status, sexual orientation, national origin, political affiliation, transgender identity, or based upon the content of their speech or message conveyed.

Sec. 74-197. Private property. Nothing in this division is intended to authorize solicitations for cash or other things of value on private property generally accessible to the public when the owner, person or entity in legal possession thereof has conspicuously posted their premises against solicitations, and not expressly consented to such activity on its premises, including in parking lots and common areas thereof.
Sec. 74-198. Sanctions. A law enforcement officer reasonably suspecting a person to have engaged in aggressive panhandling under this section shall first warn the person that such conduct is unlawful and admonish the person to cease such activity and leave the premises where the conduct occurred. Any person engaged in aggressive panhandling, who fails to heed a reasonable warning from a law enforcement officer that such conduct is unlawful, shall be cited to appear before the municipal court; upon conviction, the person shall be sentenced to a fine not to exceed $1,000.00, with the alternative of other punishment allowed by law in the event such fine is not paid; to sentence such person to community service work; or to impose a sentence consisting of any combination of the penalties provided for herein. Each act of aggressive panhandling prohibited by this division shall constitute a separate offense.

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 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:
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