



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 01, 2018
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Executive Session - Real Estate Matters
2. Review of Agenda

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

Call to Order

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Minutes:

- [3.](#) Mayor and Council Work Session Minutes September 4, 2018
- [4.](#) Regular Meeting Minutes September 4, 2018

New Business:

- [5.](#) (3) - 2018 Alcohol Beverage Applications
- [6.](#) Contract with DBT Transportation For Dalton Municipal Airport
- [7.](#) Ordinance 18-11 Kinard Annexation Request for Parcel 12-298-01-049
- [8.](#) Acceptance of Warranty Deed from Robert W. Caperton, Jr.
- [9.](#) Barrett Real Estate Holdings, LLLP Proposal to Purchase Dalton Depot
10. Service Delivery Committee Update
- [11.](#) Resolution 18-07 Extension of Service Delivery Agreement

Supplemental Business:

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
SEPTEMBER 4, 2018

The Mayor and Council held a Work Session this evening at 5:45 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

The Mayor and Council reviewed the following work session agenda items:

LEONARD BROTHERS CONSTRUCTION PROPOSAL

Recreation Director Mike Miller explained to the Mayor and Council that this proposal is for painting of all the out-buildings at Heritage Park. Miller stated he only received 1 bid for the scope of work and stated he had allocated \$16,000 for the project and the bid is for \$9800.

ADMINISTRATIVE SERVICES AGREEMENT WITH FLEXIBLE BENEFIT ADMINISTRATORS INC.

Human Resources Director Greg Batts explained that the Administrative Services Agreement with Flexible Benefit Administrators Inc. is to administer the City's COBRA for flexible benefits such as vision, dental, EAP and the flexible spending accounts. Batts stated that there is no cost to the City.

PURCHASE ORDER APPROVAL WITH SPRING CITY ELECTRICAL FOR DECORATIVE POST-TOP MOUNTED LEDS

Assistant Public Works Director Andrew Parker reviewed the Purchase Order Approval with Spring City Electrical for Decorative Post-top Mounted LEDS. Parker stated out of 5 proposals Spring City was voted unanimously by an internal team that evaluated the proposals based on the criteria identified in the RFP. Parker further stated that existing lights will be replaced at the following:

Downtown Dalton
City Hall
Public Works
Veterans Park
Cemetery
East Morris/Fifth Avenue Island

Parker stated that he hoped there will be energy consumption reduction of about 60%. Project to be paid for with 2007 T-SPLOST funds.

Mayor and Council
Work Session
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September 4, 2018

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:51 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SEPTEMBER 4, 2018

The Mayor and Council held a Meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads.

APPROVAL OF THE AGENDA

On the motion of Council member Wood, second Council member Crews, the Mayor and Council approved the agenda.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed Work Session, Executive Session and Regular Meeting Minutes of August 20, 2018. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

Leonard Brothers Construction Proposal

The Mayor and Council reviewed the Leonard Brothers Construction Proposal for Painting at Heritage Point Park Complex to paint various structures at a total cost of \$9800 out of Capital funds. On the motion of Council member Goodlett, second Council member Harlan, the Proposal was accepted. The vote was unanimous in favor.

Administrative Services Agreement with Flexible Benefit Administrators Inc.

The Mayor and Council reviewed the Administrative Services Agreement with Flexible Benefit Administrators Inc. to provide COBRA administration services for voluntary benefits. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the Agreement. The vote was unanimous in favor.

Purchase Order Approval with Spring City Electrical for Decorative Post-Top Mounted LEDs. The Mayor and Council reviewed the Purchase Order for Spring City Electrical for Decorative Post-Top Mounted LEDs at a cost of \$1,137 each and 290 lights to be replaced at a total cost of \$329,730.00 to be paid for with the remaining fund balance in the 2007 T-SPLOST safety category. On the motion of Council member Goodlett, second Council member Crews, the Mayor and Council approved the Purchase Order. The vote was unanimous in favor.

Mayor and Council
Minutes
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September 4, 2018

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:03 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 10-01-2018
Agenda Item: (3) 2018 Alcohol Beverage Applications
Department: City Clerk
Requested By: Gesse Cabrera
Reviewed/Approved by City Attorney? Yes
Cost: N/A
Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Three (3) 2018 Alcohol Beverage Application recommendations by the Public Safety Commission.

2018 ALCOHOL BEVERAGE RENEWAL APPLICATIONS

PSC TUESDAY SEPTEMBER 25, 2018

M&C MONDAY OCTOBER 1, 2018

(3) 2018 ALCOHOL APPLICATIONS

1. Business Owner: La Esquinita, LLC
d/b/a: La Esquinita
Applicant: Mirtha Carranza
Business Address: 1205 East Morrisset St.
Type: Package Beer
Disposition: **New**

2. Business Owner: Café Ostro, LLC
d/b/a: Café Ostro
Applicant: Aykut Demirhat / Café Ostro
Business Address: 240 N. Hamilton St.
Type: Pouring Beer, Package Beer, Pouring Wine, Package Wine
Disposition: **New**

3. Business Owner: RBKG Holdings, LLC
d/b/a: Stadium BBQ & Grill
Applicant: RBKG Holdings, LLC
Business Address: 933 Market St. Suite 14
Type: Pouring Wine
Disposition: **License Addition**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: October 1, 2018

Agenda Item: DBT Transportation Contract For Dalton Airport

Department: Airport

Requested By: Airport Authority Commission -Danny Morgan

Reviewed/Approved by City Attorney? Yes

Cost: \$15,000

Funding Source if Not in Budget Covered by Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This agreement covers maintenance and inspection of runway and taxi lighting, as well as the Instrument Landing System (ILS); Precision Approach Path Indicator (PAPI); Runway approach lights (MALSR) and Automated Weather Observance System (AWOS) at the Dalton Airport. This contract provides the service at a lower cost than the previous vendor (\$1200 less annually).



**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary**

Contracted Party: City of Dalton PO Box 1205 Dalton, GA 30720	Serviced Customer: <small>(physical address)</small> Dalton Municipal Airport (DNN) 4483 Airport Road, SE Dalton, GA 30721
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The Effective Date of this Agreement is September 1, 2018.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/Pre-Season Maintenance <i>Monthly</i>
<input checked="" type="checkbox"/> Equipment Restoration <i>Unlimited</i>
<input type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input checked="" type="checkbox"/> LOC	MK 20A Capture Affect	<input type="checkbox"/> NDB	
<input checked="" type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	Vaisala AWOS III	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$15,000.00
Annual Fee	\$ 15,000.00	Invoiced Annually
Unplanned Outage Fee	\$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500.00	per day

*Definitions om Terms and Conditions

Airport Manager: Danny Morgan

Email Address: dmorgan@perpetualmach

Phone Number: 706-280-2198

Statement of Work and Additional Terms

Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1
Attachment 2: Statement of Work

Pricing Year 1:

Pricing Year 2:

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Daniel Thomson* By: _____

Title: Executive VP Title: _____

Date: 9/7/18 Date: _____

Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Nav aids Only (ILS, LOC, GS, VOR, DME, NDB etc)

2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.

3. Data Service – NADIN

3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.



DBT Transportation Services LLC
Aviation Support and Maintenance Services General Terms and Conditions

These terms and conditions are part of the DBT Support and Maintenance Services Agreement (“Agreement”) for the Services and Equipment listed in the Order Summary (“Summary”) The Agreement consists of the Summary, these terms and conditions, each Attachment identified in the Summary, and any supplemental Statement of Work executed by the parties.

1. Description of Fees and Services.

- 1.1. The Annual Fee is for Periodic Maintenance and the specified number of Equipment Restoration site visits shown in the Summary.
- 1.2. “Periodic Maintenance” is labor performed at the Equipment site at intervals shown in the Summary. It includes periodic inspections, functional testing, adjustments, replacement of equipment and parts which have failed or at Customer’s request, and maintenance required by the Equipment manufacturer or government regulation. If the Equipment includes Road Weather Information System (RWIS) equipment, Periodic Maintenance includes an annual preseason maintenance check.
- 1.3. “Equipment Restoration” is labor to replace failed or damaged equipment and parts at times other than during Periodic Maintenance visits. The number of Restoration visits included in the Annual Fee is shown in the Summary. DBT shall begin restoration work within one business day after an outage is reported and complete restoration as reasonably prompt as conditions permit.
- 1.4. An “Unplanned Outage” is a DBT site visit to repair or replace failed or damaged equipment and parts other than during Periodic Maintenance and in excess of the number of Equipment Restoration visits included in the Annual Fee. Unplanned Outage Fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

- 1.5. A “Facility Visit” is an appearance by DBT, at Customer request, to attend or participate in an FAA inspection. Facility Visit fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.
- 1.6. “NADIN DataLink” connects the Customer’s AWOS observations to the FAA’s Weather Message Switching Center (WMSCR) through the National Airspace Data Interchange Network (NADIN) for dissemination as Meteorological Terminal Aviation Routine Weather Reports (METARs).
- 1.7. The Holiday Fee is assessed on a per diem basis whenever any Services or facility visits are performed on a Holiday. The Holiday Fee is in addition to any other fees. By way of example, if repair for an Unplanned Outage is required on a Holiday, Customer will pay both the Unplanned Outage fee and a Holiday Fee. “Holidays” are New Year’s Eve, New Year’s Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.
- 1.8. A “Cancellation/Delay Fee” is charged in addition to any other applicable fees, when DBT appears at the Customer’s location for a scheduled visit but is unable to enter the airport property or access the Equipment for any reason.
- 1.9. All fees are for labor only. Customer is responsible for the cost of all equipment, replacement parts and other materials. DBT agrees to use Customer’s inventory of replacement parts and will invoice Customer for any parts or materials not available in Customer’s inventory. Customer is advised to maintain a current list of its replacement parts inventory, which shall be provided to DBT at DBT’s reasonable request but, in any event, prior to any visit for service or maintenance.
2. Customer Responsibilities. In addition to the payment of fees and the other obligations under this Agreement, Customer shall be responsible for:
 - 2.1. Monitoring the status of the systems following maintenance;
 - 2.2. Security in and around the Equipment;
 - 2.3. Maintaining the grounds and buildings associated with the Equipment in good repair and in compliance with all federal, state and local rules and regulations.



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- 2.4. Providing DBT transportation from the airport and access to the Equipment site during normal business hours upon reasonable notice, and outside of normal business hours as may be necessary for repairs;
 - 2.5. Loss or damage to the Equipment for causes other than actions by DBT. Customer is encouraged to obtain its own insurance to cover any such loss or damage; and
 - 2.6. Issuing NOTAMs (Notices to Airmen) and other public notices relating to the status of the Equipment.
3. Payment, Payment Default, and Right to Dispute.
- 3.1. Payment of Invoices. DBT will invoice Customer annually, quarterly or monthly, as applicable, for the fees and other charges described in this Agreement and the Summary. Payment of each invoice is due, in US Dollars, within 30 days of the invoice date (the invoice's "Due Date").
 - 3.2. Payment Default. If Customer does not pay an invoice by the Due Date or if Customer files or has filed against it any voluntary or involuntary Bankruptcy petition, or becomes subject to an assignment for the benefit of creditors, receivership or other insolvency proceeding (individually and collectively, a "Payment Default"), DBT may take any and of the following actions, individually or in combination:
 - 3.2.1. Cease performing or refuse to perform Services which have not been paid for;
 - 3.2.2. Require a cash deposit, standby letter of credit, or such other assurance of payment DBT may deem appropriate, as a condition to providing any labor or materials requiring payment of fees and expenses in additional to the Annual Fee;
 - 3.2.3. Terminate this Agreement.
 - 3.3. Customer Right to Dispute Charges. Customer may in good faith dispute and withhold payment of all or any part of an invoice by paying the undisputed balance of the invoice and giving DBT written notice of the disputed amount and a reasonable description of the basis for the dispute on or before the invoice Due



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Date. The parties shall confer in a good faith attempt to resolve the dispute within ten business days after DBT receives notice of the dispute. If the resolution of the dispute requires an invoice adjustment, Customer shall pay the adjusted amount within 10 business days. If the parties are unable to agree on a resolution to the dispute, DBT may, without further notice, exercise any of its rights for a Payment Default.

4. Termination.

- 4.1. Termination for Material Breach. Except with respect to a Payment Default to which paragraphs 3.2 and 3.3 apply, in the event of a material breach of this Agreement, the party claiming the breach shall notify the other in writing, describing the breach in reasonable detail. The party accused of the breach shall have 30 days from receipt of notice of breach to cure the breach. If the breach is not cured within the 30-day period, the party claiming the breach may, by written notice to the other party, immediately terminate this Agreement.
- 4.2. Termination without cause for Force Majeure. A delay or failure to perform for a reason described in paragraph 10 (Force Majeure) shall not be considered a material breach of this Agreement. However, if a delay or failure to perform for a Force Majeure reason continues for a period of 120 consecutive days and there is no reasonably foreseeable remedy or cure available, this Agreement may thereafter be terminated by either party upon ten days written notice.
- 4.3. Obligations upon Termination. Upon termination of this Agreement for any reason:
 - 4.3.1. Customer shall pay each outstanding invoice by its Due Date;
 - 4.3.2. DBT will submit a final invoice for unpaid services provided and non-refundable costs incurred prior to the effective date of termination, all of which will be due and payable by the Due Date.
 - 4.3.3. All payments made by Customer to DBT prior to the effective date of termination shall be non-refundable.
 - 4.3.4. Each party shall promptly return all Confidential Information belonging to the other party.

5. Performance Warranty and Disclaimer of Other Warranties.
 - 5.1. DBT represents and warrants it will perform the Services in a professional manner consistent with generally accepted industry standards, using qualified field technicians and other personnel, all of whom shall have and maintain any certifications and licenses required by the FAA
 - 5.2. Except as expressly provided in this paragraph 5, DBT PROVIDES ALL SERVICES “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, DBT MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE RELIABILITY OR ACCURACY OF DATA OR INFORMATION GENERATED OR TRANSMITTED BY ANY EQUIPMENT OR SOFTWARE, AS WELL AS ANY WHICH MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
 - 5.3. DBT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LIABILITY ARISING OUT OF THIRD PARTY PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE USED BY DBT IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT.
6. Insurance. During the term (including the term of any renewal) of this Agreement and for one year thereafter, DBT shall maintain (a) workers compensation coverage as required by federal law and the law of the state in which work is performed; (b) Commercial General Liability insurance, including completed operations and contractual liability coverage, with minimum limits of \$1,000,000 per occurrence for bodily injury, death and property damage; and (c) Aviation product liability insurance with minimum limits of \$1,000,000. Required insurance shall be written by companies reasonably satisfactory to Customer and authorized to do business in Customer’s state, include Customer as additional insured with respect to liabilities arising out of activities performed by DBT under this Agreement, and provide for at least thirty days written notice to Customer prior to cancellation. DBT shall furnish Customer evidence of required insurance upon Customer’s reasonable request.

7. Indemnification.

- 7.1. DBT shall defend, indemnify and hold Customer, its elected or appointed officials, officers, members, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against Customer to the extent they arise out of DBT's performance of this Agreement, except those resulting from Customer's negligent, willful or intentional acts.
- 7.2. Customer shall defend, indemnify and hold DBT, its officers, members, consultants, contractors, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against DBT to the extent they arise out of Customer's obligations under this Agreement, except those resulting from DBT's negligent, willful or intentional acts.
- 7.3. A party seeking indemnification ("Indemnitee") from the other ("Indemnitor") must (a) not be in default under this Agreement; (b) notify the Indemnitor in writing within ten business days of receipt of the assertion of a claim and, in addition, within ten business days of the receipt of service or process or notice of the commencement of any lawsuit or other proceeding. The parties shall cooperate fully with each other in the defense of all claims, and neither shall admit, settle, or consent to the entry of any judgment in any claim without the other's prior written consent, which may not reasonably be withheld.

8. Limitations of Damages

- 8.1. DBT's maximum liability to Customer shall be limited to sums actually afforded and paid in settlement of a claim or satisfaction of a judgment by DBT's insurance policies required in paragraph 6, excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations in paragraph 9.
- 8.2. Excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations is paragraph 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF



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ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential and Proprietary Information.

9.1. The parties acknowledge each may, in the course of performing this Agreement, receive or have access to information belonging to the other, including but not limited to, business operations, current and future product plans, equipment, software and other product specifications and manuals, patents, copyrights and other intellectual property, personnel information, personal information of individuals protected by federal or state law and other information which, under the circumstances, would appear to a reasonable person to be confidential or proprietary (“Confidential Information”). Confidential Information does not include information which: (a) was or becomes known to the receiving party (other than disclosure by the disclosing party) from a source other than one having a duty of confidentiality, (b) becomes a matter of public knowledge other than by a breach of this Agreement, or (c) is required to be released by law, regulation or legal process, provided that the receiving party gives prompt written notice to the disclosing party in sufficient time to object to the release and cooperates with the disclosing party in any efforts to prevent the release.

9.2. The receiving party shall use the other’s Confidential Information only as needed for the performance of this Agreement. Disclosure to employees, contractors, subcontractors and consultants shall be on a “need to know” basis. The receiving party shall not disclose Confidential Information to any other person or entity without the written approval of the disclosing party. Each party shall protect the other’s Confidential Information with the same degree of care as the party would use for the protection of its own information, but no less than reasonable care and, with respect to personal information, with the degree of care required by applicable law.

- 9.3. Nothing in the Agreement shall be construed to grant either party any license or other right or interest in any trademark, patent, copyright or other intellectual property of the other.
- 9.4. Notwithstanding any other provision of this Agreement, each party shall be entitled to pursue any legal or equitable remedy, including injunctive relief, against the other or against any third party with regard to any misuse, misappropriation or breach of this paragraph 9. This paragraph 9 shall survive termination of this Agreement.
10. Force Majeure. Neither party shall be liable for delay or failure in performance due acts of God, acts of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations which were not applicable on the date this Agreement was executed, or other causes beyond the party's reasonable control, the sole remedy for such failure or delay being termination of the Agreement pursuant to paragraph 4.2.
11. Resolution of Disputes.
- 11.1. Waiver of trial by jury. The parties waive all rights to trial by jury in any litigation arising from this Agreement or its performance.
- 11.2. Allocation of legal fees and costs. The prevailing party in any litigation or other dispute resolution procedure brought to enforce the terms of this Agreement shall be entitled to an award of its legal fees and costs.
12. Notice. Notices and other communications shall be in tangible, readable form sent to a party at the address, fax number or email address listed on the Summary or to any other contact information a party may designate later. Notice shall be deemed to have been delivered (i) on the date delivered in person; (ii) on the earlier of the date actually received by the recipient or three business days after being deposited with the United States Postal Service or any other nationally recognized delivery service (such as UPS or FedEx) which provides proof of delivery, even if not actually received; (iii) on the date shown on the fax delivery confirmation; or (iv) on the date the recipient manually

acknowledges receipt by return email (automated email delivery or read receipts are insufficient).

13. General Provisions.

- 13.1. The parties are independent contractors with respect to each other. This Agreement and its performance do not create any agency, partnership, joint venture, employment or similar relationship between them. Neither party has the right or authority to create an obligation or responsibility for the other.
- 13.2. The parties shall comply with all federal and state laws applicable to their respective operations, including but not limited to all export laws and regulations of the United States.
- 13.3. Each party represent that it is authorized to enter into this Agreement and performing it does not and will not violate or conflict with any law, regulation or existing obligation which may apply to it. DBT represents it is authorized to do business in Customer's state.
- 13.4. This Agreement contains the entire agreement and understanding between the parties relating to the subject described in this Agreement, superseding and replacing all prior agreements, representations and understandings, oral or written, between the parties.
- 13.5. This Agreement can only be modified, amended or waived through a writing signed by both parties. Waiving or failing to insist on strict performance of any term, condition or obligation shall not constitute or be construed as a waiver of a party's right to enforce the same or any other provision.
- 13.6. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severable, and the remaining provisions shall be enforced to the full extent permitted by law.
- 13.7. This Agreement is not intended to, and does not create, any third-party beneficiary or other rights or remedies in favor of any person other than the parties.



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13.8. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed to be a single document. A facsimile of this Agreement or any signature shall be considered for all purposes as an original.

Invoicing Information

All DBT Transportation Services invoices are emailed. Terms: Net 30.

Invoice Submittal Email Address: _____

Payables Contact: _____ *Purchasing Contact:* _____

Email: _____ *Email:* _____

PH: _____ *PH:* _____

Do you need more than 30 days to process invoices? Y N

If Yes, how many days early do you need to receive the invoice? ___ day(s)

Do you require the PO # on the invoice? Y N

Any additional information needed on invoice? Y N

If Yes, please send invoice requirements to CS@DBTtranserv.com.

Please list any additional forms or processes that need to be followed for submitting invoices:



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 10/1/2018
Agenda Item: Robert Kinard Ryman Farm Phase 6 Annexation
Department: Zoning
Requested By: Ethan Calhoun
Reviewed/Approved by City Attorney? No
Cost: Fee for Legal Ad, Already Invoiced
Funding Source if Not in Budget EnterSource

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Request of Kinard Development, INC to annex one parcel into the City of Dalton's corporate boundary. The property is zoned Low Density Single Family Residential (R-2) and totals 0.6 acres and is located along the west R/W of Threadmill Road (Parcel 12-298-01-049)

Mr. Kinard failed to include a small tract of land with his prior Ryman Farm phase 6 annexation. No zoning action is required as part of the annexation. All legal requirements have been met. Both staff and Planning Commission recommend approval of the request, and no opposition was heard regarding this item at the public hearing. For more detail please refer to the attached staff report and recommendation.

ORDINANCE NO. 18-11

To Annex Property Of Kinard Development, Inc. Into The City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

WHEREAS, Kinard Development, Inc, the owner of certain unincorporated real property in the County of Whitfield, has petitioned for annexation of the property into the city limits of the City of Dalton, Georgia; and

WHEREAS, all other procedures as required by Georgia law have been followed.

NOW, THEREFORE, BE IT HEREBY ORDAINED, by the Mayor and Council of the City of Dalton, Georgia, as follows:

Section 1.

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby annexed into the City of Dalton, Georgia and made a part of said city.

Section 2.

This Ordinance shall be effective on the 1st day of November, 2018.

Section 3.

The City Clerk is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

Section 4.

All ordinances and parts of ordinances in conflict with this Ordinance are 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 _____, 2018.

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

ATTEST:

CITY CLERK

MAYOR

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

CITY CLERK, CITY OF DALTON

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being the north half of Oak Crest Drive, located immediately south of Lot 24 as shown on a plat of survey of Oak Crest Subdivision dated August 10, 1957, and recorded in Plat Book 4 Page 76 (Plat Cabinet A Slide 136) Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein for more detail and particular description hereof.

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Jim Bisson
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: September 26, 2018

SUBJECT: The request of Kinard Development, INC to annex one parcel into the City of Dalton's corporate boundary. The property is zoned Low Density Single Family Residential (R-2) and totals 0.6 acres and is located along the west R/W of Threadmill Road (Parcel 12-298-01-049) (City)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on September 24, 2018 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was filed by Robert Kinard, the property owner. Mr. Kinard was not required to represent this petition at the Planning Commission meeting.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested City of Dalton Annexation.

With no other comments heard for or against this public hearing closed 7:02p.m.

Recommendation:

Chairman Lidderdale sought a motion on the requested City of Dalton annexation. **Mr. DeLay made a motion to recommend approval of the annexation based on his agreement with the content of the staff analysis. His motion was seconded by Ms. Mathis which passed unanimously, 5-0.**

Kinard - Oak Crest Drive Annexation Request Into the City of Dalton



Dalton City Limits

 Town_Boundaries

Feet
200



**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE:

Robert Kinard is seeking annexation of approximately three parcels (#12-298-01-049) into The City of Dalton. The parcels are within the Oak Crest Subdivision within the Low Density Single Family Residential zone district. Dalton's current corporate boundary abuts the parcel requested for annexation on two sides.

The surrounding land uses and zoning are as follows: In all directions - north, south, and west there are existing single family detached homes occupying most lots in the vicinity, all a part of Ryman Farm and Oak Crest Subdivisions. There are, however, a few lots adjacent to the subject property that remain undeveloped. Several of the adjacent vacant tracts are planned to be included in the newest phase of The Ryman Farm subdivision. The zoning in the area is uniformly R-2 and R-1, both in the city and in the county under the Unified Zoning Ordinance.

<u>Administrative Matters</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B. Have all procedural requirements been met? 1. Legal ad Aug. 10, 2018 (17 days notice) 2. Property posted Aug. 10, 2018 (Yes -- one sign on the lot frontage; 17 days notice.)	<u>X</u>		
C. Has a plat been submitted showing a subdivision of land?			<u>X</u>
D. The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

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

Yes. Almost all properties in the vicinity are single family detached dwellings in the heart of existing subdivisions. The subject property was once part of an access for the former Oak Crest development, but will likely be re-drawn as part of an upcoming subdivision plat proposal.

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

No impact is expected, regarding this annexation, if is approved.

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

The subject property is zoned R-2. This tracts is currently within the County and because of the Unified Zoning Ordinance, the annexation will maintain the same R-2 zoning district if annexed. This annexation will not affect the type of uses permitted on the subject property but simply create jurisdictional uniformity for a newly proposed development.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. The zoning will be the same, but the jurisdiction will change. The property owner has completed an application to annex under the 100 percent method, which means it is by their choice.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the city of Dalton, as compared to the county jurisdiction. The size of the subject property along with its zoning would not create a burdensome increase in density if annexed.

(F) Whether the property sought to be annexed is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The residential development that are The Ryman Farm and Oak Crest subdivisions is consistent with the comprehensive plan that shows the area to be part of the Suburban Neighborhood character area, which is implemented primarily by single family residential land uses.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change

constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

This request, if approved, would simply slightly enlarge the City of Dalton’s incorporated boundary. No county islands would be created as a result of this annexation’s approval.

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

Although the subject property has been vacant for some time it appears to be related to economic stresses rather than environmental or cultural factors.

CONCLUSION: The staff recommendation is that the subject property is very much suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of all properties in the vicinity.



ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME: Kinard Development, Inc.

APPLICANT ADDRESS: 1920 Fairington Drive

CITY, STATE & ZIP: Dalton, GA 30720

TELEPHONE NUMBER: (706)876-5401

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED: Oak Crest Drive

(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED: Ryman Farm

(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED: n/a

(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED: Subdivision Development

- PROPOSED ZONING CLASSIFICATION R2
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 0.06 acres
- TAX MAP NUMBER/PARCEL NUMBER 12-298-01-049
- HOUSING UNITS n/a

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.

- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.
- CAUCASIAN LATINO
- AFRICAN AMERICAN OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH

[Handwritten Signature]
 SIGNATURE OF APPLICANT(S)

07/17/18
 DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

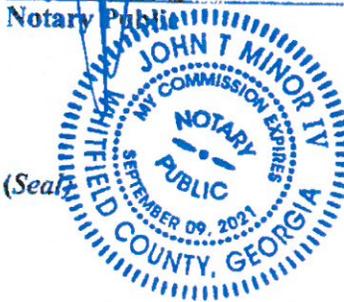
Kinard Development, Inc. 100%

*Describe parcel or parcels and nature of interest
and percentage of interest*

I hereby appoint Robert W. Kinard
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

Kinard Development, Inc.
By: *Robert W. Kinard*
(Owner's Name)

Sworn to and subscribed
Before me, this 17th day
of July, 2018.





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.537$ mils, your Dalton City tax would be \$253.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

Kinard Development, Inc.

By: _____

[Handwritten Signature]
SIGNED
President

07/17/18

DATE



OAK CREST SUBDIVISION

LAND LOT 28, 1ST, 3RD SECTION
 WHITFIELD COUNTY, GEORGIA
 SCALE: 1" = 100' AS SHOWN
 E.M. SMITH, RELEVANT 9/2/57
 REDRAWN 5/3/60

ATT-1-1-1
 1-1-1

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being the north half of Oak Crest Drive, located immediately south of Lot 24 as shown on a plat of survey of Oak Crest Subdivision dated August 10, 1957, and recorded in Plat Book 4 Page 76 (Plat Cabinet A Slide 136) Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein for more detail and particular description hereof.

ADJOINING LAND OWNER

Parcel: 12-298-01-062
Owner: Jason McGill
Address: 1412 Treadmill Drive, Dalton, GA 30720

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this 28 day of June, 2018, between **Deborah Carol Graham, as executrix of the last will and testament of Jewel Edward Richards and Deborah Carol Graham, as executrix of the last will and testament of Ellen L. Richards, Grantor, and Kinard Development, Inc.,** a Georgia corporation, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

X Ray Scublaugh
Unofficial Witness

[Signature]
Notary Public

My commission expires:

[Notarial Seal]



Deborah C Graham (Seal)
Deborah Carol Graham, as executrix of
the last will and testament of Jewel
Edward Richards

Deborah C Graham (Seal)
Deborah Carol Graham, as executrix of
the last will and testament of Ellen L.
Richards

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 298 in the 12th District and 3rd Section of Whitfield County, Georgia, and being the north half of Oak Crest Drive, located immediately south of Lot 24 as shown on a plat of survey of Oak Crest Subdivision dated August 10, 1957, and recorded in Plat Book 4 Page 76 (Plat Cabinet A Slide 136) Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein for more detail and particular description hereof.

Exhibit B

4-1-4 Low density single family residential (R-2). This district is established to protect single family detached dwellings, including typical residential subdivisions, on lots of not less than 27,500 square feet if served by on-site sewage management systems and not less than 15,000 square feet if served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain in excess of 1,200 square feet of heated floor area upon a permanent foundation and shall have the electrical meter base serving such dwelling attached directly to such dwelling. There shall be no manufactured or mobile homes within this district in order to maintain the traditional residential character of such districts. If served by on-site sewage management system, the lots in this district shall conform at least with the minimum standards for lot sizes as promulgated by the health department or other authority having proper jurisdiction over such minimum lot sizes, as amended from time to time. Only one dwelling unit per lot shall be allowed in this district.



Whitfield County

Board of Commissioners

Board Members
R. Lynette Laughter, Chairman
Harold Brooker
Barry W. Robbins
Roger Crossen
Greg Jones



August 17, 2018

Honorable Dennis Mock
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-298-01-049

Dear Mayor Mock:

At the August 13, 2018, Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted unanimously to have no land use classification objection to the annexation of Tax Parcel No. 12-298-01-049.

Regards,

Mark Gibson,
County Administrator

C: Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
Claude Craig, Emergency Services Director
File



Whitfield County

Board of Commissioners

Board Members
R. Lynette Laughter, Chairman
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Greg Jones

August 17, 2018

Honorable Dennis Mock
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-298-01-049

Dear Mayor Mock:

At the August 13, 2018, Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted unanimously to have no land use classification objection to the annexation of Tax Parcel No. 12-298-01-049.

Regards,

A handwritten signature in blue ink, appearing to be "MG", is written below the word "Regards,".

Mark Gibson,
County Administrator

C: Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
Claude Craig, Emergency Services Director
File

Cliff Cason
Chief of Police
ccason@cityofdalton-ga.gov
www.daltonpblog.org
www.cityofdalton-ga.gov/police



Public Safety Commission

Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: July 24, 2018
To: Chief Cliff Cason
From: Lieutenant Mike Wilson
RE: Oak Crest Drive

Chief Cliff Cason:

I have reviewed the annexation request for Oak Crest Drive (.06 acres), parcel number 12-298-01-049. The annexation of this property will have little or no impact on law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mike Wilson", written in a cursive style.

Lieutenant Mike Wilson
Patrol Operations

DALTON PUBLIC WORKS DEPT.
Benny Dunn, Director

P.O. Box 1205
Dalton, GA 30722-1205
Ph: 706-278-7077
Fax: 706-278-1847
bdunn@cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

M E M O R A N D U M

TO: Dennis Mock, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: Benny J. Dunn
Public Works Director

RE: ANNEXATION REQUEST
Name: Kinard Development, Inc.
Street Address: Oak Crest Drive
Amount of Acreage: 0.06 Acre
Parcel Number(s): 12-298-01-049
Zoning Classification: R-2

DATE: July 24, 2018

Please be advised that the Public Works Department has no objections to the annexation of the above referenced property.

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720

TODD PANGLE
FIRE CHIEF
TELEPHONE 706-278-7363
FAX 706-272-7107
tpangle@cityofdalton-ga.gov



PUBLIC SAFETY COMMISSION
BILL WEAVER
KEITH WHITWORTH
TERRY MATHIS
KENNETH E WILLIS
CARLOS CALDERIN

July 30, 2018

Mr. Jason Parker
City Administrator
City of Dalton
Dalton, GA 30720

Re: Annexation proposal for parcel #12-298-01-049

Greetings,

At the present time there is **no** indication the proposed annexation of above listed property would render a reduction in the level of fire protection to this area by Dalton Fire Department. The property is undeveloped and therefore the specific needs of this property would be identified at such time as proposed development is tendered.

Additional fire protection may be required to manage risks associated with development of the property. However until such time as plans are made known, no recommendation can be made as to specific fire protection needs for this property.

Dalton Fire Department would not oppose annexation with the contingency for expansion of fire protection, and apparatus access measures relative to development of the property.

Thank you for your consideration,

Todd Pangle
Fire Chief
Dalton Fire Department



May 29, 2018

Mr. Dennis Mock
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for Thread Mill Road (12-298-06-000 & 12-298-01-049)

Dear Mayor Mock:

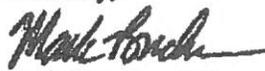
As requested in your May 25, 2018, memorandum, Dalton Utilities has reviewed the annexation request for AKC Holding/Robert W. Kinard for 2.02 Acres +/- located at Thread Mill Road, Land Lot 298, 12th District & 3rd Section of Whitfield County, Georgia. These properties are further described as parcel number 12-298-06-000 & 12-298-01-049 by the Whitfield County Tax Assessors Office.

Dalton Utilities does not currently have any infrastructure or easements on the property. For informational purposes, Dalton Utilities has evaluated the capacity of our utility infrastructure to serve the property. Dalton Utilities can provide the following:

1. Potable water – Is available to this property.
2. Sanitary Sewer- Is not currently available to this property, but could be extended to serve this property.
3. Natural Gas- Is not currently available to this property, but could be extended to serve this property.
4. Electric- DU and NGEMC both have nearby infrastructure which could serve this property, a close examination of electric territorial maps must occur before a final determination of which electric provider can serve this development.
5. Optilink- Service is not currently served to this property, but could be extended to site.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dufil.com should any questions arise or if we may be of assistance.

Sincerely,


Mark Buckner, P.E.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-1-18

Agenda Item: Acceptance of Warranty Deed from Robert W. Caperton, Jr.

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: None

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This item is a request for City of Dalton to accept two small tracts of land from Robert W. Caperton, Jr. Mr. Caperton purchased the main BB&T Branch Building and in the course of checking the title it was discovered that there should have been a public alley between the BB&T Tract and the County parking deck. City Public Works Director agrees that the City should take title to this alley. Additionally, previous city work resulted in the pavement and sidewalk covering a small corner of the BB&T parking lot at the southeast corner of Waugh Street and Pentz Street. Both tracts are shown as Tracts 2 and 4 on the attached survey.

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

LIMITED WARRANTY DEED OF GIFT

Georgia, Whitfield County

THIS INDENTURE made this 24th day of September, 2018, between **Robert W. Caperton, Jr.**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

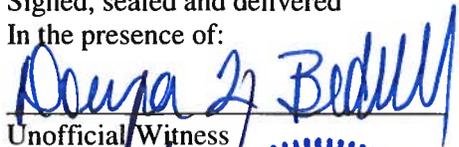
THE GRANTOR, for and in consideration of a gift made by Grantor to Grantee, and other good and valuable consideration, does hereby give, grant, bargain and convey unto Grantee, all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple, the said Grantor hereby covenanting that the above-described property is free and clear from any encumbrance done or suffered by Grantor. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

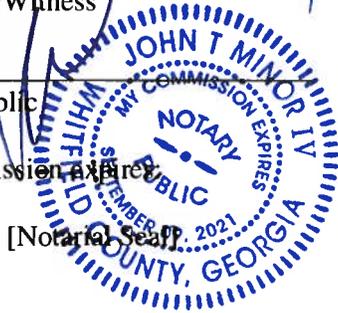


Unofficial Witness

Notary Public

My commission expires

[Notarial Seal]




_____ (Seal)

Robert W. Caperton, Jr.

EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 2 according to a plat of survey prepared for Barrett Investments Enterprises, LLLP by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated July 18, 2018, and being more particularly described according to said survey as follow:

BEGINNING at a point located in the southeast right of way line of Selvidge Street (80' R/W, f/k/a Cleveland Street), said point being located south 24 degrees 27 minutes 34 seconds west, as measured along the southeast right of way line of Selvidge Street, a distance of 406.17 feet from the southeast intersection of the south right of way line of Waugh Street (100' R/W) and the southeast right of way line of Selvidge Street; thence south 88 degrees 15 minutes 20 seconds east a distance of 295.29 feet to a point located in the west right of way line of Pentz Street (80' R/W); thence south 00 degrees 32 minutes 37 seconds west, along the west right of way line of Pentz Street a distance of 20.00 feet; thence north 88 degrees 15 minutes 20 seconds west a distance of 304.08 feet to a point located in the southeast right of way line of Selvidge Street; thence north 24 degrees 27 minutes 34 seconds east, along the southeast right of way line of Selvidge Street, a distance of 21.68 feet to the POINT OF BEGINNING.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as Tract No. 4 according to a plat of survey prepared for Barrett Investments Enterprises, LLLP by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated July 18, 2018, and being more particularly described according to said survey as follow:

BEGINNING at the original southeast intersection of the south right of way line of Waugh Street (100' R/W) and the east right of way line of Pentz Street (80' R/W); thence south 89 degrees 16 minutes 51 seconds east, along the south right of way line of Waugh Street, a distance of 40.4 feet; thence running in a southwesterly direction, as measured along the arc of the curve to the left (40' Radius) forming the new southeast intersection of the south right of way line of Waugh Street and the east right of way line of Pentz Street, an arc distance of 63.23 feet, said arc being subtended by a chord with a bearing of south 45 degrees 25 minutes 45 seconds west and a distance of 56.85 feet; thence north 00 degrees 08 minutes 42 seconds east, along the east right of way line of Pentz Street, a distance of 40.40 feet to the POINT OF BEGINNING.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-1-18

Agenda Item: Barrett Proposal to Purchase Dalton Depot

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This is proposal from Barrett Real Estate Holdings, LLLP to purchase the Dalton Depot property from the City of Dalton, and if so approved, to authorize Dennis Mock, Mayor of Dalton, to sign the necessary documents conveying the property from the City of Dalton to Barrett Real Estate Holdings, LLLP at a closing date to be determined.

CITY ADMINISTRATOR
JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@cityofdalton-ga.gov
www.cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

September 24, 2018

Mayor and Council of Dalton
300 West Waugh Street
Dalton, GA 30720

Dear Mayor and Council:

The purpose of this letter is to relay to Mayor and Council the bid proposal submitted by Barrett Real Estate Holdings, LLLP for the purchase of the Western & Atlantic Depot, known locally as the Dalton Depot and located at 110 Depot Street, Dalton, for a purchase price of \$300,000. After reviewing the bid proposal and Preservation Plan submitted by Barrett Real Estate Holdings, LLLP the Georgia Trust for Historic Preservation has recommended the City accept the proposal subject to the conditions listed below.

Conditions of Acceptance of Bid Proposal and Preservation Plan from Barrett Real Estate Holdings, LLLP for the Dalton Depot:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securement of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing, or shows evidence of cash on hand, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Respectfully,

Jason Parker
Dalton City Administrator

Exhibit A - Bid Form

Sealed Bid for Proposed Sale of Real Property:

Western and Atlantic Railroad Depot, 110 Depot Street, Dalton, Georgia

Bidder's Name or Legal Business Name:

BARRETT REAL ESTATE HOLDINGS, LLLP.

Bid amount is \$ 300,000.00 (in numbers).

\$ THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (in words).

Enclosed is an earnest money deposit in certified funds in the amount of \$ 30,000.00, which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges and agrees to the following:

- The City reserves the right to reject any and all bids and to cancel the sale at any time prior to closing.
- Bids may not be withdrawn once they have been received and opened by the City.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by quit claim deed only. The City will reserve all utility and drainage easements..
- A preservation plan outlining the rehabilitation of the property in accordance with a specific timeline is required to be submitted in writing with the bid and is subject to review by the City and The Georgia Trust for Historic Preservation.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City of Dalton in the amount of 10% of the bid amount.
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.
- Funds shall be collected from the successful bidder in the form of cash, cashier's check, wire transfer, or bank issued certified check.
- All closing costs, including the City of Dalton's closing attorney's fees shall be borne by the bidder and shall be paid at closing.

- The terms and conditions of the Bidder's Instructions are incorporated into this bid.

Bidder's Signature:  Date: 9-14-18
Phone Number: 706-279-1380
Email Address: BARRY@BARRETTPROPERTIES.COM
Street Address: 1515 ABUTMENT RD, DALTON, GA 30721



Preservation Plan

110 Depot Street
Dalton, GA 30720

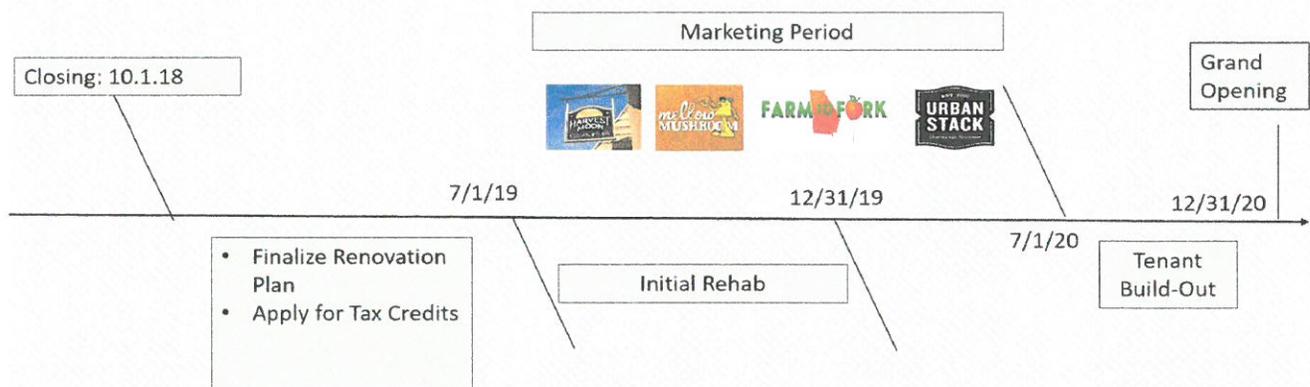
Upon successful award of the contract, Barrett Properties, Inc. (or its subsidiaries) will begin interior and exterior renovations of the property at 110 Depot Street.

- The property will be improved to meet all applicable life safety codes
- Any known structural, public health, or mechanical, electrical, and plumbing issues will be repaired using appropriate materials in visible locations.
- Barrett Properties, if selected as the Purchaser, will commit to investing no less than \$100,000 in the initial rehabilitation of the subject property. Purchaser fully expects to substantially surpass this financial threshold particularly after “build-out” is completed for specific tenant(s).
- Identified historic elements of the property will be maintained and refinished to accentuate their historic importance.
- The property will be subdivided into two distinct leasable spaces; a restaurant space on the north end, and a bar/entertainment space on the south end. The far southern portion of the building has been identified as a possible location for a historic museum. Initial schematics do not include the removal of the enclosure around the train platform on the east side of the property, but, pending approval, we will replace the existing vinyl siding on the property with a more aesthetically pleasing, historic material.
- Leases pursued for the spaces shall be long term in nature, so as to limit turnover in one of Dalton’s greatest assets.
- Purchaser, as a Lessor, will utilize stringent standards in selecting an appropriate tenant. Only prospective users with strong financial backing, previous success within their specific industry and a use that is supportive of the vision for downtown will be considered. As a current Lessor of hundreds of properties, many of which are in downtown Dalton, Purchaser understands the importance of carefully filtering prospective tenants as high turnover can result in disrepair as well as unfavorable stigmas forever associated with the property. This outcome is unacceptable for “Dalton’s Crown Jewel”
- Purchaser will market this property extensively and diligently by specifically seeking restaurant owners in comparable communities i.e. Rome GA, Cleveland TN and “reach” communities like Atlanta and Chattanooga. Purchaser has deep experience in this type of

prospecting which should result in a quick backfill, but more importantly the presence of a highly qualified and positive user that enhances the building and the downtown area.

- As part of the preservation of the property, Barrett Properties will work directly with the State of Georgia Historic Preservation Department to secure approval for State and Federal Tax credits and will make all improvements subject to Department of Interior standards.

Approximate Schedule:



Schedule of Construction

Preliminary project schedules indicate a lag of approximately 9 months from bid award to the beginning of construction. This delay is in part a result of finalizing all plans, hiring a design team, and securing Part A approval from the State of Georgia Historic Preservation Division and the Department of the Interior. In order to best access these tax credits, and to have a deeper connection to the historic aspects of the project, Barrett Properties would propose lagging this project behind the current historic project at 307 South Hamilton (Former Belk Gallant Building). While this delay is slightly less than ideal the familiarity with the state and local tax credits, the connections with local Historic Preservation and the State Historic Preservation Department, the knowledge of the local market and the understanding of historic buildings gleaned by finishing the current project will give the Barrett team a palpable strategic and operational advantage over other bidders. Our team’s conviction is that getting it right takes priority over getting it done.

Once Part A approval has been received, Barrett Properties will engage qualified subcontractors for building remediation, with preference given to local contractors. The expected timeline for

remediation work (not including tenant specific finishes) is 6 months and will be managed by Barrett Properties staff (having combined construction and development experience of over 30 years). Tenant final improvements will be effectively delayed until a tenant is secured, a lease finalized, and plans approved. Leasing/Marketing period is anticipated to take between 6 and 12 months.

Tax Credits

As part of the development plan for 110 Depot Street, Barrett Properties will be coordinating with State of Georgia and Federal agencies to ensure Department of the Interior guidelines are adhered to and that the project historic outcomes are in line with local, state, and federal historic preservation professional protocols. With total remediation and improvement costs expected to surpass the purchase price of the property, the inclusion of the available tax credits makes the risk much more palatable to investors. Accordingly, and as addressed previously, Barrett Properties will be staging preservation of this project to follow directly in line behind similar historic tax credit projects we are currently developing in an effort to ensure that the process has been perfected. Our commitment to revitalization and preservation is evident in our presence in Dalton, but we expect the revitalization of the Dalton Depot to be a crowning achievement with the help of the Georgia Trust, City of Dalton, and state, local, and federal preservation professionals.

Who We Are

Barrett Properties is a full service real estate investment, development, and management firm with deep roots in Whitfield County, and specifically, the downtown area of Dalton. Current holdings in downtown are flush with prominent historic properties, including the Landmark Building (originally Hotel Dalton), former Belk Gallant Building, the BB&T office building (Hardwick Bank), and the former site of Hurt’s Cleaners (now Dalton Brewing Company). As a community minded development firm, we often choose to give equal weight to community outcomes as financial metrics. Assets Under Management are now close to \$50M.



Bob Caperton, President

- MBA, Emory University Goizueta Business School
- BBA Real Estate and Finance, Florida State University
- CCIM Designation – recognized commercial real estate expert
- Inherited business from late Grandfather, doubled the size of company, filled 100,000 SF + of retail space including two shopping center re-developments

- Family from Dalton. Raised in Sandy Springs but spent most weekends and every summer in Dalton. Working and Living in Dalton for approx. 10 yrs.
- Community Involvement: St. Mark's Episcopal Church Vestry 2016-2019, United Way Alexis de Tocqueville Society, Dalton Chamber of Commerce "Small Business Person of the Year" 2016, Rotary Club of Dalton, Believe Greater Dalton – "Best Practices" Chair, Leadership Dalton Whitfield Class of 2017



Barry Slaymaker, Vice President

- MBA, Emory University Goizueta Business School
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- Founder of Dalton Innovation Accelerator
- Raised in Wasilla, Alaska but has lived in Georgia for 17 years and Whitfield County for 3 years.

The Partnership

Bob and Barry met at graduate school and got to know each other when they successfully led their team to a First Place finish in the biggest mandatory competition (Management Practice) Emory's business school holds for its students. They created an innovative strategy for Delta Airlines to enter the African market. Delta, their teachers, and their classmates were stunned by their unique approach. When everyone else was thinking one way, they found an alternate path. This unique approach continues to this day and has spurred transformative development and acquisition across North Georgia.



Preservation Plan

110 Depot Street
Dalton, GA 30720

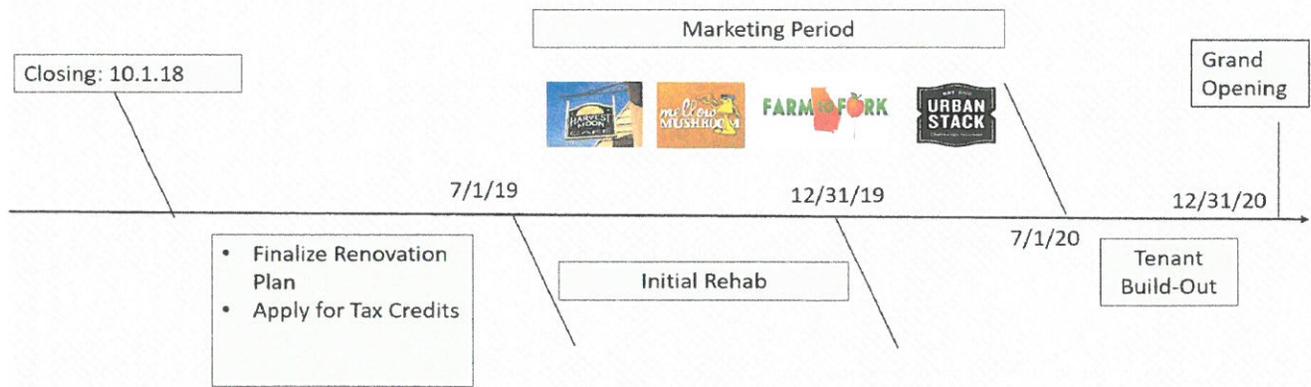
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201 W Waugh Street
P.O. Box 1367
Dalton, GA 30722-1367

September 14th, 2018

To Whom It May Concern:

Please consider this letter certification that BB&T Bank will honor the attached check from Barrett Estate Holdings, LLLP., in the amount of \$30,000.00.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Bill Davies', with a long horizontal flourish extending to the right.

Bill Davies
Market President

Jason Parker

From: Ben Sutton <bsutton@georgiatruster.org>
Sent: Monday, September 17, 2018 3:51 PM
To: Jason Parker
Cc: James Bisson; Kim Witherow
Subject: RE: Sole Bid Received for Depot Property

Dear Jason,

Mark McDonald and I have reviewed the proposal by Barrett Real Estate Holdings. We recommend that City of Dalton accept this proposal, subject to your approval of the purchase price under the following conditions:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securement of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Per our agreement: "In the event a qualified buyer is identified, and is accepted by the City, the Trust will provide consultation and review of a legally binding Preservation Agreement between the City and the buyer. The Preservation Agreement will establish enforceable benchmarks for rehabilitation on a set schedule of deadlines to ensure that the project is completed in a timely manner in accordance with the Secretary of Interiors Standards for Rehabilitation ... At the time a qualified buyer is identified, and purchase contract is prepared, the City will pay the Trust a fee of \$1,000 for consultation and review of a binding agreement." The above outline is our recommendation for such an agreement and we invite the city's input after reviewing our recommendations.

Additionally, The Georgia Trust would like to communicate with Barrett Properties as soon as you think we have a pending transaction so that the Trust can explain the conservation easement process to them and its potential tax benefits, which are substantial.

We are happy to discuss this further with you or Mr. Bisson at your convenience.

Best,
Ben Sutton

From: Jason Parker <JParker@cityofdalton-ga.gov>
Sent: Monday, September 17, 2018 11:36 AM

To: Ben Sutton <bsutton@georgiatrust.org>
Subject: RE: Sole Bid Received for Depot Property

Ben,
The bidder is known locally in the community as “Barrett Properties” and their reputation is solid. They currently own the Landmark Building in Downtown, which houses several tenants, and several others in the same area. They are currently redeveloping what is known as the “Old” Belk-Gallant building into 18 apartments. They are using the same general approach at the property as we might want to see at the Depot.

From a city and community perspective, I think they would be seen as very favorable potential owners.

Do you need something more elaborate?

Thanks,
Jason

From: Ben Sutton [<mailto:bsutton@georgiatrust.org>]
Sent: Monday, September 17, 2018 9:45 AM
To: Kim Witherow <KWitherow@cityofdaltonga.gov>
Cc: James Bisson <jbisson@minorfirm.com>; Jason Parker <JParker@cityofdaltonga.gov>
Subject: RE: Sole Bid Received for Depot Property

Thank you. We will review and be in touch.

Jason and James, if the city has an opinion of the bidder and their local work, we’d love to hear it.

From: Kim Witherow <KWitherow@cityofdaltonga.gov>
Sent: Monday, September 17, 2018 9:34 AM
To: Ben Sutton <bsutton@georgiatrust.org>
Cc: James Bisson <jbisson@minorfirm.com>; Jason Parker <JParker@cityofdaltonga.gov>
Subject: RE: Sole Bid Received for Depot Property

Ben,
Attached for your review is the sole bid received for the Depot property this morning.
Thanks,
Kim

From: Jason Parker
Sent: Tuesday, September 11, 2018 11:12 AM
To: Ben Sutton
Cc: James Bisson; Kim Witherow
Subject: RE: Additional Tour of Depot

Ben,
OK, thanks. I will call both Mark and Jim Bisson at 9:30 am tomorrow.

Jason

From: Ben Sutton [<mailto:bsutton@georgiatrust.org>]
Sent: Tuesday, September 11, 2018 11:10 AM
To: Jason Parker <JParker@cityofd Dalton-ga.gov>
Subject: Re: Additional Tour of Depot

You plan works fine. Call Mark's direct line:
404 885 7801

Thanks!

Get [Outlook for iOS](#)

From: Jason Parker <jparker@cityofd Dalton-ga.gov>
Sent: Tuesday, September 11, 2018 11:02 AM
To: Ben Sutton
Subject: RE: Additional Tour of Depot

Ben, we do not have a conference call line. I was planning to call your office, and then call City Attorney and join us together that way.

Would it be easier to use your conference line (if you have one)?

Thanks,
Jason

From: Ben Sutton [<mailto:bsutton@georgiatrust.org>]
Sent: Tuesday, September 11, 2018 9:02 AM
To: Jason Parker <JParker@cityofd Dalton-ga.gov>
Subject: Re: Additional Tour of Depot

Yes. We are available for 9:30 tomorrow.

Please let me know what number to call.

Thanks,

Get [Outlook for iOS](#)

From: Jason Parker <JParker@cityofd Dalton-ga.gov>
Sent: Monday, September 10, 2018 9:10:39 PM
To: Ben Sutton
Subject: RE: Additional Tour of Depot

Ben,

I think it would be helpful for all involved. How about a phone conference Wednesday morning? I'll check with our City Attorney, Jim Bisson, for his availability – maybe 9 or 9:30 am?

Thanks,
Jason

From: Ben Sutton [<mailto:bsutton@georgiatrust.org>]
Sent: Monday, September 10, 2018 2:42 PM
To: Jason Parker <JParker@cityofdaltonga.gov>
Subject: RE: Additional Tour of Depot

Jason,

Would it be beneficial for either you and/or the City Attorney to chat with our CEO, Mark McDonald, so that we are all on the same page for timing on the review of the bids? Wednesday is best for Mark, if you think it would be worth a chat.

Thanks,
Ben

From: Jason Parker <JParker@cityofdaltonga.gov>
Sent: Friday, September 7, 2018 5:12 PM
To: Ben Sutton <bsutton@georgiatrust.org>
Subject: Additional Tour of Depot

Ben,
Sorry I missed your call. Yes, I should be able to meet the person at the Depot next week. Please relay the contact info and I'll set it up.

Thanks!
Jason

Jason Parker

Dalton City Administrator

706-529-2404

We are waiting for Council approval still, but I think we are moving in the direction of a pending transaction. That being the case, please contact Barrett Properties when you deem appropriate to discuss the conservation easement process to them and its potential tax benefits. I understand if you prefer to wait for Council's October 1 decision.

Thanks,
Jason

Jason Parker
Dalton City Administrator
300 W. Waugh Street
P.O. Box 1205
Dalton, GA 30722
706-529-2404
www.cityofdalton-ga.gov

From: Barry Slaymaker [<mailto:barry@barrettproperties.com>]
Sent: Friday, September 21, 2018 10:56 AM
To: Jason Parker <JParker@cityofdalton-ga.gov>
Cc: Kim Witherow <KWitherow@cityofdalton-ga.gov>
Subject: RE: Depot Bid Follow Up

Jason

Thank you. We are in agreement with the notes below with the one modification in **BOLD**

Thank you



Barry Slaymaker, Jr.
Vice President
706-279-1380

From: Jason Parker [<mailto:JParker@cityofdalton-ga.gov>]
Sent: Friday, September 21, 2018 10:38 AM
To: Barry Slaymaker <barry@barrettproperties.com>
Cc: Kim Witherow <KWitherow@cityofdalton-ga.gov>
Subject: Depot Bid Follow Up

Good Morning, Barry:

I wanted to follow up with you to let you know that we received communication from the Georgia Trust for Historic Preservation regarding the proposal offered by Barrett Real Estate Holdings, LLC on September 17, 2018, to purchase the Dalton Depot Property at 110 Depot Street. In addition, I have had the opportunity to review the proposal as well. Both the GA Trust and I are prepared to recommend that City Council of Dalton accept your proposal under the

conditions listed below. These conditions would be presented to the Council at a regular meeting, and would be included in an overall recommendation that they accept your proposal.

Before presenting to City Council, I wanted to ask for your feedback on the conditions, and whether you see any issues or concerns. I think you will find that the majority of the conditions are parallel with your proposal document.

Please review at your earliest convenience, and let me know your thoughts. It is my hope that we will be able to agree on the language within the conditions, and there is likely some room to tweak the wording.

My goal is to present the matter for City Council consideration at their regular meeting on October 1, 2018.

Proposed Conditions:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securing of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing, **or shows evidence of cash on hand**, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
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- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Best Regards,
Jason

Jason Parker
Dalton City Administrator
300 W. Waugh Street
P.O. Box 1205
Dalton, GA 30722
706-529-2404
www.cityofdalton-ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-1-18

Agenda Item: Resolution 18-07 Extension of Service Delivery Agreement

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Resolution 18-07 Extension of Service Delivery Agreement

RESOLUTION 18-07

**A RESOLUTION TO EXTEND SERVICE DELIVERY STRATEGY AGREEMENT
THROUGH OCTOBER 31, 2019**

WHEREAS, the City of Dalton is a party to a certain Service Delivery Strategy Agreement with Whitfield County, Georgia, originally entered into on or about June 25, 1999, as amended on or about December 23, 2002, September 25, 2008, and December 27, 2012 (“SDS”); and

WHEREAS, the SDS, by its current terms, would terminate on October 31, 2018; and

WHEREAS, all parties to the SDS desire that the term of the SDS be extended through and including October 31, 2019 upon the same terms as conditions set forth currently in the SDS;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby agree to extend the SDS through and including October 31, 2019;

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and hereby are, authorized and empowered to take such action and to execute for and on behalf of the City Georgia Department of Community Affairs Form 5: Certifications for Extension of Existing SDS and such other documents, instruments, certificates, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City, and the execution of such agreements, instruments, certificates, papers and documents by the Mayor on behalf of the City are herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the proposed transaction, which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

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

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

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

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

SO RESOLVED this ___ day of _____, 2018.

CITY OF DALTON, GEORGIA

Dennis Mock, Mayor

ATTESTED TO:

City Clerk