

**CITY OF DALTON
RESOLUTION
Resolution No. 20-28**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE
COMMUNITY FOUNDATION OF NORTHWEST GEORGIA, INC. PERTAINING TO
THE DESIGN AND CONSTRUCTION OF CONCESSION AND RESTROOM
FACILITIES AT BURR PARK**

WHEREAS, the City owns and maintains Burr Park as a city park; and

WHEREAS, the creation of Burr Park was funded by Jeanne Burr and her family through a generous donation to The Community Foundation of Northwest Georgia, Inc. to support the performing arts and the diverse community of the City; and

WHEREAS, all interested parties agree that the public use of the Burr Park site would be enhanced by the construction of concession and restroom facilities for public performances and cultural events; and

WHEREAS, The Community Foundation of Northwest Georgia, Inc. has pledged to donate at least \$300,000 worth of infrastructure to the City necessary to realize the vision of Ms. Burr and her family; and

WHEREAS, The Community Foundation of Northwest Georgia, Inc. has agreed to retain the services of a design and architecture firm to develop a design plan for the construction of concession and restroom facilities at Burr Park that will be subject to City approval; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City to accept the donation and pledges of The Community Foundation of Northwest Georgia, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby accept the donation and pledges of The Community Foundation of Northwest Georgia, Inc. and approve the agreement to design and construct concession and restroom facilities at Burr Park.

BE IT FURTHER RESOLVED, that the City shall pledge up to \$300,000.00 for the design and construction of concession and restroom facilities at Burr Park.

BE IT FURTHER RESOLVED, that the City hereby accepts the above described infrastructure donation and pledges of The Community Foundation of Northwest Georgia, Inc.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute an agreement with The Community Foundation of Northwest Georgia, Inc., a copy of which is attached to these Resolutions as Exhibit "A" (the "Agreement"); and

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of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.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 the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on the _____ day of _____, 20____, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Council person _____, second by Council person _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

EXHIBIT “A”

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20__ by and between the City of Dalton, Georgia (the “City”) and The Community Foundation of Northwest Georgia, Inc., a Georgia not for profit corporation (the “Foundation”).

WHEREAS, the City and the Foundation desire to undertake a collaborative effort to improve the facilities at Burr Park by constructing concession and restroom facilities for the use by the public; and

WHEREAS, the City and the Foundation desire to set out the responsibilities of each party in the improvements to said city park.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Foundation hereby agree as follows:

- 1.** The Foundation shall undertake to design and construct concession and restroom facilities at Burr Park.
- 2.** The Foundation shall use the architectural services of KRH Architects, Inc. for the project including, but not limited to, the design, development, cost estimating, bid/proposal creation and analysis, and construction management.
- 3.** The design plan and site location of the concession and restroom facilities shall be subject to City approval.
- 4.** The total budget for the project shall be \$600,000.00.
- 5.** The Foundation shall be responsible for and pay the first \$300,000.00 of all costs for the project. The City shall be responsible for and pay for any costs for the project in excess of \$300,000.00. The City’s maximum financial responsibility shall be \$300,000.00. The Foundation shall be responsible for and pay for any costs in excess of the total budget of \$600,000.00. The Foundation shall establish a design and construction fund for the project for the payment of all costs related to the project. The City shall be entitled to audit said fund upon reasonable notice to the Foundation. The City shall pay its \$300,000.00 to the Foundation as follows: the first installment of \$100,000.00 within 60 days of execution of this Agreement; the second installment of \$100,000.00 within 10 days of the City’s approval of the project design; and the third installment of \$100,000.00 within 10 days of completion of the site preparation work by the Public Works Department.

6. All infrastructure shall be subject to approval by the City prior to construction and/or erection at Burr Park. Construction and/or erection of the infrastructure shall be the sole responsibility of the Foundation. Through the completion of the infrastructure the Foundation shall maintain general liability insurance and name the City as an additional insured.

7. The City Public Works Department shall provide all necessary site work and preparation for installation of the restrooms and shall act as an advisor during the design and construction of the project.

8. Upon completion of the project and upon the approval of the City, the City shall accept the improvements to Burr Park as city property.

9. In the event the total cost of the project is less than \$600,000.00, the Foundation shall reimburse to the City any City funds not used for the payment of the City's share of the project costs.

IN WITNESS WHEREOF, the City and the Foundation have duly executed this Agreement as of the day and year first above written.

City of Dalton, Georgia

By: _____
Mayor

Attest:

City Clerk

The Community Foundation of Northwest Georgia, Inc.

By: _____
President